1. **CALL TO ORDER**

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

2. **ROLL CALL**

PRESENT: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant (7:33 AM), Hart, Noonan, Pulice, Tully, Yusuf, Zay

ABSENT: Member Grant arrived at 7:33 AM.

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

Ms. Debbie Knysch, 17W220 Massel Court in unincorporated Bensenville, addressed the Committee regarding flooding to her residence due to un-permitted fencing adjacent to her property. Chair Zay informed Ms. Knysch that he and staff would meet with her after the meeting.

Kay McKeen with SCARCE updated the Committee on the organization's activities.

Member Grant arrived at 7:33 AM.

4. **APPROVAL OF MINUTES**

A. Stormwater Management Committee - Planning Committee - Mar 6, 2018 7:30 AM

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ACCEPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janice Anderson, District 5</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay</td>
</tr>
</tbody>
</table>

5. **CONSENT AGENDA**
1. Consent Item -- Encap Inc. 804-1 SERV - Decrease and Close Contract

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Martin Tully, Downers Grove Mayor (3)</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Amy L Grant, District 4</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay</td>
</tr>
</tbody>
</table>

6. CLAIMS REPORTS

A. Payment of Claims -- Schedule of Claims - March

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Paul Fichtner, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Greg Hart, District 3</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay</td>
</tr>
</tbody>
</table>

7. CHAIRMAN'S REPORT

There was no Chairman’s Report.

8. STAFF REPORTS

The motion was to combine and place on file.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>David Brummel, Warrenville Mayor (6)</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Chester Pojack, Glendale Heights Trustee (6)</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay</td>
</tr>
</tbody>
</table>

A. Staff Reports -- DuPage County Stormwater Management March 2018 E-Newsletter

B. Staff Reports -- Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project, Redmond Reservoir Expansion Project

C. Staff Reports -- DuPage County Stormwater Management Upcoming Events

D. Staff Reports -- 2018 Sustainable Design Challenge

E. Staff Reports -- Gary-Kehoe Reservoir Update

F. Staff Reports -- Television Production at Elmhurst Quarry
G. Staff Reports -- Lisle Flood Awareness Open House, April 19, 2018

9. ACTION ITEMS

A. SM-R-0131-18 RESOLUTION -- Recommendation of Committee Approval for a Permanent Easement Agreement between DuPage County, Illinois and the Elmhurst Park District at Salt Creek Park

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER:  | Sean T Noonan, District 2 |
| SECONDER: | Janice Anderson, District 5 |
| AYES:   | Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay |

B. SM-R-0123-18 RESOLUTION -- Recommendation of Committee Approval for a Temporary Easement Agreement between DuPage County, Illinois and the Elmhurst Park District at Salt Creek Park

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER:  | Amy L Grant, District 4 |
| SECONDER: | Nunzio Pulice, Wood Dale Mayor (1) |
| AYES:   | Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay |

C. 2018-101 Recommendation for the approval of a contract purchase order to Alfred Benesch & Company, for Professional Construction Engineering Services for the construction of various stormwater projects County wide, covering the period through May 31, 2019, for Stormwater Management, for a contract total amount not to exceed $10,000.00. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

On a roll call vote.

| RESULT: | APPROVED [UNANIMOUS] |
| MOVER:  | Janice Anderson, District 5 |
| SECONDER: | Greg Hart, District 3 |
| AYES:   | Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay |
D. 2018-102 Recommendation for the approval of a contract purchase order to Winkler's Tree Service, Inc., to furnish all equipment, labor, material, tools and supervision necessary for the on-call stream maintenance contract, for Stormwater Management, for a contract total amount not to exceed $23,868.00, per lowest responsible Bid #18-062-JM

RESULT: APPROVED [UNANIMOUS]  
MOVER: Chester Pojack, Glendale Heights Trustee (6)  
SECONDER: Greg Hart, District 3  
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay

E. SM-P-0103-18 Recommendation to approve an Intergovernmental Agreement Between County of DuPage, Illinois and Oak Brook Park District for the Central Park BMP Water Quality Improvement Project, covering the period of May 3, 2018 through February 28, 2021 for Stormwater Management, for a contract total amount not to exceed $100,000. Per Intergovernmental Agreement (Central Park BMP Project has been selected for funding for the FY2018 Water Quality Improvement Program Grant)

RESULT: APPROVED [UNANIMOUS]  
MOVER: Martin Tully, Downers Grove Mayor (3)  
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)  
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay


RESULT: APPROVED [UNANIMOUS]  
MOVER: Greg Hart, District 3  
SECONDER: Chester Pojack, Glendale Heights Trustee (6)  
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay

G. SM-P-0104-18 Recommendation for the approval of a contract purchase order to Earthwerks Land Improvement and Development Corporation, to furnish all equipment, labor, material, tools and supervision necessary for the construction for the Redmond Reservoir Expansion Project, for Stormwater Management, for a contract total amount not to exceed $2,452,982.80, per lowest responsible Bid #18-035-DT
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay

H. SM-R-0125-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Addison and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and Salt Creek Watersheds

RESULT: APPROVED [UNANIMOUS]
MOVER: David Brummel, Warrenville Mayor (6)
SECONDER: Paul Fichtner, District 1
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay

I. SM-R-0126-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Hanover Park and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Salt Creek Watersheds

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Greg Hart, District 3
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay

J. SM-R-0127-18 RESOLUTION -- Intergovernmental Agreement Between the Wayne Township Road District and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds

Agenda Item # 9J was tabled and moved to the May 1, 2018 Stormwater Committee Meeting.
RESULT: TABLED [UNANIMOUS]  
MOVER: James Zay, Chair 
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay 

Next: 5/1/2018 7:30 AM 

10. OLD BUSINESS 

11. NEW BUSINESS 

12. EXECUTIVE SESSION 

13. ADJOURNMENT 

Without objection the meeting was adjourned at 7:43 AM.
1. CALL TO ORDER

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

2. ROLL CALL

PRESENT: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

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

Kay McKeen with SCARCE gave the Committee an update on Teacher's Institute Day. The 12th Annual Sustainable Design Challenge will be held in April.

4. CHAIRMAN'S REPORT

Chair Zay thanked Stormwater Staff for all their efforts during the recent flood event.

5. APPROVAL OF MINUTES

A. Stormwater Management Committee - Planning Committee - Feb 6, 2018 7:30 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

6. CLAIMS REPORTS

A. Payment of Claims -- Schedule of Claims - February
RESULT: APPROVED [UNANIMOUS]
MOVER: David Brummel, Warrenville Mayor (6)
SECONDER: Amy L Grant, District 4
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

7. STAFF REPORTS
The Motion was to combine and place on file.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Greg Hart, District 3
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

A. Staff Reports -- DuPage County Stormwater Management February E-Newsletter
B. Staff Reports -- Floodplain Mapping Report
C. Staff Reports -- Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project
D. Staff Reports -- DuPage County Stormwater Management Upcoming Events
E. Staff Reports -- Crest Rd. and Dale Rd. Basin Overviews
F. Staff Reports -- DuPage County Stormwater Management Water Quality Flag Update
G. Staff Reports -- DuPage County Stormwater Management 2017 Annual Report
H. Staff Reports -- Elmhurst Quarry Television Special to Air in March
I. Staff Reports -- 2018 Land Management Update
J. Staff Reports -- 2018 Outfall Monitoring Update
K. Staff Reports -- Flood Event Feb 2018 Update
L. Staff Reports -- Sustainable Design Challenge Project Submittal Period Open
M. Staff Reports -- Filming at Elmhurst Quarry

8. ACTION ITEMS
A. Action Item -- Action Required: Vote on Vice Chair of the Stormwater Management Planning Committee

RESULT:  APPROVED [UNANIMOUS]  
MOVER: Janice Anderson, District 5  
SECONDER: Chester Pojack, Glendale Heights Trustee (6)  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

B. Action Item -- Recommendation to Approval the 2018 Water Quality Improvement Project Rankings and Funding Recommendations

RESULT:  APPROVED [UNANIMOUS]  
MOVER: Sean T Noonan, District 2  
SECONDER: Greg Hart, District 3  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

C. SM-R-0089-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Roselle and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Salt Creek Watersheds

Motion by Member Grant, seconded by Member Anderson was to combine Agenda Items 8C, 8D, 8E, 8F and 8G. On a voice vote all members present voted aye. Motion carried.

Motion by Member Hart, seconded by Member Brummel to approve Agenda Items 8C, 8D, 8E, 8F and 8G. On a voice vote all members present voted aye. Motion carried.

RESULT:  APPROVED [UNANIMOUS]  
MOVER: Janice Anderson, Greg Hart  
SECONDER: David Brummel, Warrenville Mayor (6)  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

D. SM-R-0090-18 RESOLUTION -- Intergovernmental Agreement Between the City of Wood Dale and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek Watershed
RESULT: **APPROVED [UNANIMOUS]**  
MOVER: Greg Hart, District 3  
SECONDER: David Brummel, Warrenville Mayor (6)  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

E. SM-R-0091-18 **RESOLUTION** -- Intergovernmental Agreement Between the Village of Wayne and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Fox River Watershed

RESULT: **APPROVED [UNANIMOUS]**  
MOVER: Greg Hart, District 3  
SECONDER: David Brummel, Warrenville Mayor (6)  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

F. SM-R-0092-18 **RESOLUTION** -- Intergovernmental Agreement Between the Village of Villa Park and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek Watershed

RESULT: **APPROVED [UNANIMOUS]**  
MOVER: Greg Hart, District 3  
SECONDER: David Brummel, Warrenville Mayor (6)  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

G. SM-R-0093-18 **RESOLUTION** -- Intergovernmental Agreement Between the City of Darien and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Des Plaines River and East Branch DuPage River Watersheds

RESULT: **APPROVED [UNANIMOUS]**  
MOVER: Greg Hart, District 3  
SECONDER: David Brummel, Warrenville Mayor (6)  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully
H. SM-P-0065-18 Recommendation for approval of a contract purchase order to Azteca Systems LLC, for Professional Asset Management Software Services for Stormwater Management, for the period through December 31, 2018, for a contract total amount not to exceed $54,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

I. SM-P-0066-18 Recommendation for the approval of a contract purchase order to Russo Power Equipment, for the purchase of one Toro Dingo TX1000 and one Erskine Mini Stump Grinder, for Stormwater Management, for a contract total amount not to exceed $28,652.00, other than lowest responsible Bid #18-032-LG

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

J. SM-P-0067-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of one (1) 2018 Ford Transit 250 van, for Stormwater Management, for a contract total amount not to exceed $27,759.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

K. SM-P-0068-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of two (2) 2018 Ford Escape SE, for Stormwater Management, for a contract total amount not to exceed $42,790.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]
RESULT: APPROVED [UNANIMOUS]  
MOVED: David Brummel, Warrenville Mayor (6)  
SECONDER: Greg Hart, District 3  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

L. SM-P-0069-18 Recommendation for the approval of a contract purchase order to Conservation Land Stewardship LLC, to furnish all equipment, labor, material, tools and supervision necessary for the Vegetation Removal at the Elmhurst Quarry Flood Control Facility project, for Stormwater Management, for a contract total amount not to exceed $32,442.76, per lowest responsible Bid #18-027-JM

Director Charlton clarified the contingency clause in the contract.

RESULT: APPROVED [UNANIMOUS]  
MOVED: Nunzio Pulice, Wood Dale Mayor (1)  
SECONDER: Amy L Grant, District 4  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully

M. SM-P-0070-18 Recommendation to approve an agreement between County of DuPage and V3 Companies, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, from 3/12/18 through 4/30/20, for a contract total amount not to exceed $140,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1002(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1)(b)

RESULT: APPROVED [UNANIMOUS]  
MOVED: Chester Pojack, Glendale Heights Trustee (6)  
SECONDER: Sean T Noonan, District 2  
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Fichtner, Tully
Recommendation for the approval of a contract purchase order to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for Facilities Management, Public Works, Information Technology, Stormwater and the Division of Transportation, for the period April 1, 2018 through January 31, 2021, for a total contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater $24,000 and the Division of Transportation $45,000) Contract pursuit to the Intergovernmental Cooperation Act U.S. Communities Contract #EV-2370

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Greg Hart, District 3</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janice Anderson, District 5</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Fichtner, Tully</td>
</tr>
</tbody>
</table>

9. OLD BUSINESS

10. NEW BUSINESS

11. EXECUTIVE SESSION

12. ADJOURNMENT

Motion by Member Hart, seconded by Member Brummel to adjourn the meeting at 7:49 AM. On a voice vote all members present voted yes. Motion carried.
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 804-1 SERV
Original Purchase Order Date: May 10, 2013
Change Order #: 5
Department: Stormwater Management

Vendor Name: Encap Inc.
Vendor #: 11160
Dept Contact: Alicia Favela

Background and/or Reason for Change Order Request: ($21,637.62) Decrease and Close Contract

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Starting contract value</td>
<td>$787,878.78</td>
</tr>
<tr>
<td>B. Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C. Current contract amount (A + B)</td>
<td>$787,878.78</td>
</tr>
<tr>
<td>D. Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>E. New contract amount (C + D)</td>
<td>($21,637.62)</td>
</tr>
<tr>
<td>F. Percent of current contract value this Change Order represents (D / C)</td>
<td>-2.75%</td>
</tr>
<tr>
<td>G. Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts)</td>
<td>-2.75%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials): afp
Phone Ext: 6698
Date: Mar 14, 2018
Recommended for Approval (Initials): AP
Phone Ext: Date:

REVIEWED BY (Initials Only)
Buyer: rp
Date: 3/20/18
Procurement Officer: qm
Date: 3/22/18
Chief Financial Officer (Decision Memos Over $25,000): 
Date: Chairman's Office (Decision Memos Over $25,000):

Consent 5M 4-3-18

Attachment: Encap Inc. 804-1 SERV Change Order (17-18-443 : Encap Inc.)
# DUPAGE COUNTY STORMWATER MANAGEMENT
## SCHEDULE OF CLAIMS
### March

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Environmental Consulting Group</td>
<td>Ph. 1 ESA 439 E. Green Oaks Ct.</td>
<td>$1,750.00</td>
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<td>Benesch</td>
<td>Flood Protection Improvements Graue Mill</td>
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<td>US Lockbox: PTC</td>
<td>MKS toolkit</td>
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<td>Computer</td>
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<td>bleach &amp; insect killer</td>
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<tr>
<td>V3 Companies</td>
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<td>DuPage County PW</td>
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DuPage County Memorandum

To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management March 2018 E-Newsletter
Date: March 7th, 2018
Stormwater Management Releases 2017 Annual Report

DuPage County Stormwater Management (SWM) released its 2017 Annual Report in early March. The report details a number of important initiatives SWM accomplished in 2017, ranging from projects protecting homes and businesses from flooding to water quality studies helping to preserve natural resources to floodplain map updates ensuring property owners are informed of their flood risk. Notably, in 2017, SWM worked on six flood control and water quality projects, passed four water quality watershed-based plans and held a sold-out public tour of the Elmhurst Quarry Flood Control Facility.

In 2017, SWM held a large public tour of its Elmhurst Quarry Flood Control Facility.

More Details
DuPage County to Host Design Challenge

SWM and SCARCE are hosting the 12th annual Sustainable Design Challenge on Tuesday, April 17. The Challenge encourages students to construct building and landscape models using environmental and water-friendly design practices. Designs will be open to the public on the 3rd floor of the County's JTK Administration Building (421 N. County Farm Rd., Wheaton) from 9 to 11am.

More Details

SWM Names Grant Recipients

The DuPage County Stormwater Management Planning Committee voted on the 2018 recipients of the County’s Water Quality Improvement Program grant in early March. Of the 15 applications received, the Committee awarded a total of nearly $335,000 to five projects countywide, all of which aim to improve the quality of the DuPage's streams and rivers.

More Details

Flood Control Facility Corner

Get to Know SWM's Gary-Kehoe Reservoir

The Gary-Kehoe Reservoir, named for the nearby intersection in Carol Stream, is a flood control reservoir and dam system that utilizes gravity to detain nearly 46 million gallons of floodwater from a nearby tributary to Klein Creek.

More Details
UPCOMING EVENTS

Water Conservation Workshop & McDonald Farm Tour

Sunday, March 25, 2018, 1:00 P.M. - 3:00 P.M.

Let's not leave our water supply to chance - rainwater is a precious resource! Come learn how to collect and keep it on your property with rain barrels and rain gardens at a free Water Conservation Workshop in the Clow Education Center at The Conservation Foundation's McDonald Farm (10S404 Knoch Knolls Rd., Naperville). The event will also include a tour of the Farm. Pre-registration is appreciated.

More Details

2018 Sustainable Design Challenge

Tuesday, April 17, 2018, 9:00 A.M. - 11:00 A.M.

DuPage County and SCARCE are celebrating the 12th annual Sustainable Design Challenge, which promotes environmental and stormwater education in local high schools. Students from DuPage County high schools will display their innovative and resilient building and landscape designs to the public on the third floor of DuPage County's Administration Building (421 N. County Farm Rd., Wheaton, IL).

More Details

Earth Day Fair

Sunday, April 22, 2018, Noon - 4:00 P.M.

The Naperville Park District is hosting a family-friendly Earth Day Fair during "Earth Week Naperville," which will feature green activities, vendors and giveaways. Stop by SWM and Cool DuPage's booth for information on water quality, recycling and other sustainability initiatives. This free event will be held at the Fort Hill Activity Center (20 Fort Hill Dr., Naperville).

More Details

College of DuPage STEM-CON

Saturday, April 28, 2018, 9:00 A.M. - 4:00 P.M.

College of DuPage's STEM-CON is a free event to educate students in science, technology, engineering and mathematics (STEM) fields. This family-friendly event encourages scientific discovery through hands-on activities, while also providing the opportunity to learn about careers from actual industry representatives, including SWM staff. It will be held at COD's Physical Education Center (425 Fawell Blvd., Glen Ellyn).

More Details

Stormwater Management Planning Committee

Dan Cronin, DuPage County Board Chairman | James Zay, Committee Chairman

Janice Anderson
David Brummel
Kevin Coyne
Paul Fichtner
Amy Grant
Greg Hart
Sean Noonan
Chester Pojack
Nunzio Pulice
Martin Tully
Asif Yusuf

Packet Pg. 22
DuPage County Memorandum

To: Stormwater Management Committee
From: Jamie Lock, Project Engineer
Subject: Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project, Redmond Reservoir Expansion Project
Date: March 21st, 2018

There are a total of four active construction projects in which Stormwater Management staff is currently involved. The progress of each project is described below.

**Redmond Reservoir Expansion Project (Bensenville, IL).** Located in the Village of Bensenville, this project was designed to provide additional storage capacity in the existing Redmond Reservoir. In addition to earth excavation and grading, improvements will include tree removal, pavement removal and replacement, pump station improvements, and associated restoration. This area experienced flooding during the April 2013 flood event and therefore qualified for CDBG-DR funds being administered by the County. The bid opening for this project was on March 15, 2018 and is expected to be awarded by Stormwater Management Committee and County Board in May 2018, with construction commencing shortly thereafter.

**Flood Control Improvements at Graue Mill (Hinsdale, IL).** Phase 3B commenced on October 3, 2017 and is approximately 40% complete. A majority of storm sewer installation has been complete and earthen berm and sheet pile flood wall construction is underway. The project has experienced some delay due to weather and design changes based on field conditions, but all improvements are still expected to be constructed by May 31, 2018. Once the project is substantially complete, it will enter the management period. Phases 2B and 3A are in the management period for the next several years until the project meets the requirements of the permits obtained for each project.

**Spring Creek Reservoir Gate Replacement Project (Bloomingdale, IL).** Awarded to Kovilic Construction, this project recently broke ground on March 12, 2018. The contractor has mobilized to the site and began preparation for removal of the existing gate. This includes traffic control, erosion control protection, and installation of a temporary structure to facilitate construction in the dry, while also allowing floodwater to enter into the existing reservoir during a storm event. The contractor is expected to be on site through June 30, 2018, when the project is expected to reach substantial completion.

**Liberty Park Drainage Improvements Project (Westmont, IL).** This project was awarded to Martam Construction and commenced on October 2, 2017. Martam has completed several components of the project. Remaining items to complete include installation of the pump station...
components, conduit installation, concrete work, and associated restoration. The project is expected to reach substantial completion this spring.

There are also five projects that are in the vegetation maintenance and monitoring phase. The West Branch River Restoration & Hydraulic Improvements Project, West Branch Flood Control & Re-meander Project, Springbrook Creek Culvert Replacement Project, and Glenrise Avenue Culvert Replacement Project are being administered by the contractor and the Klein Creek Flood Mitigation Project is being overseen by Stormwater staff. All projects will be in this phase until signoff is received from the regulating agencies and contract requirements have been met.
To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management Upcoming Events
Date: March 26th, 2018
# Upcoming DuPage County Stormwater Management (SWM) Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Host Organization</th>
<th>SWM Involvement</th>
<th>Location</th>
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<td>4th</td>
<td>11:15am</td>
<td>Illinois Myriad South U.S. Quay Tour</td>
<td>SWM</td>
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<td>12th</td>
<td>7pm</td>
<td>Naperville Park District Water Quality Flag</td>
<td>SWM/SCARCE</td>
<td>Sponsor</td>
<td>Naperville City Hall (400 S. Eagle St.)</td>
<td>Learn more</td>
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<td>10th</td>
<td>9pm</td>
<td>2018 Sustainable Design Challenge</td>
<td>SWM/SCARCE</td>
<td>Sponsor/Host</td>
<td>DuPage Administrative Building (221 N. County Farm Rd., Wheaton)</td>
<td>Learn more</td>
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<td>11th</td>
<td>10:30pm</td>
<td>Flood Awareness Open House</td>
<td>Village of Lisle</td>
<td>Participant</td>
<td>Lisle Village Hall (825 Burlington Ave.)</td>
<td>Learn more</td>
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<td>16th</td>
<td>7:30pm</td>
<td>Rust Branch DuPage River Watershed Workshop</td>
<td>SWM/CF</td>
<td>Sponsor/Proposer</td>
<td>Woodlawn Wastewater Treatment Plant (1000 E. Route 53)</td>
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<td>19th</td>
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<td>Naperville Park District Earth Day Fair</td>
<td>Naperville Park District</td>
<td>Exhibit</td>
<td>Fort Hill Activity Center (20 Fort Hill Dr., Naperville)</td>
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<td>28th</td>
<td>12pm</td>
<td>Naperville Park District Quarterly Tour</td>
<td>SWM</td>
<td>Host/Quarry Tour</td>
<td>Naperville City Hall</td>
<td>Learn more</td>
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<td><strong>May</strong></td>
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<td>11:15-11:30pm</td>
<td>Noon Earth Week Celebration 2018</td>
<td>DuPage</td>
<td>Exhibit</td>
<td>Naperville (2222 Wellington Dr., Suite)</td>
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<td>1st</td>
<td>12:30pm</td>
<td>Naperville Waterworks Workshop</td>
<td>SWM/CF</td>
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<td>Westin Village Hall (100 W. Irving Park Rd.)</td>
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<td>Stormwater Design Modifications Webinar</td>
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<td>OSM Training Room #2 (418 N. County Farm Rd., Wheaton)</td>
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<td>7:30pm</td>
<td>Illinois Myriad Public Works Open House</td>
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<td>SOURCE &quot;Living Water&quot; Teacher Class</td>
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<td>Stormdrain the Urban Environment Webinar</td>
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<td>Host</td>
<td>DuPage Administrative Building (421 N. County Farm Rd., Wheaton)</td>
<td>Learn more</td>
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DuPage County Stormwater Management and SCARCE are hosting the 12th annual Sustainable Design Challenge on Tuesday, April 17, 2018. The Challenge encourages local students to construct building and landscape models using environmental and water-friendly design practices. Designs will be open to the public on the 3rd floor of the County's JTK Administration Building (421 N. County Farm Rd., Wheaton) from 9 to 11am. All DuPage County Stormwater Management Planning Committee members are invited to attend.
12th Annual Sustainable Design Challenge
for High School Students

DuPage Center Administration Building • Third Floor Atrium
421 N County Farm Rd Wheaton

Tuesday
April 17
2018

Hear from local high school students as they showcase their sustainable building models.

OPEN TO THE PUBLIC
9am-11am

More info:
www.scarce.org/sustainable-design

The Sustainable Design Challenge is a program of:

Thank you to our sponsors and partners!
The Gary-Kehoe Reservoir is located at the intersection of Gary Avenue and Kehoe Boulevard in Carol Stream. The offline reservoir provides for the storage of flood water along Tributary No. 2 of Klein Creek. Tributary No. 2 flows east to west along Kehoe Boulevard, across Gary Avenue and then along Thunderbird Trail where it meets the mainstem just west of Seminole Lane. The Klein Creek watershed has a total drainage area of approximately 12.7 square miles. The watershed is comprised of suburban residential communities intermixed with industrial and commercial developments. The Village of Carol Stream comprises the majority of the watershed with smaller portions of the Villages of Bloomingdale, Glendale Heights and Winfield and a portion of Unincorporated DuPage County. Klein Creek flows in a southwesterly direction to its confluence with the West Branch of the DuPage River.

The Gary-Kehoe Reservoir has a storage capacity of 140 acre-feet and functions entirely by gravity. The reservoir was one of the recommended flood control projects identified in the Klein Creek Flood Control Study and Watershed Plan that was adopted by the DuPage County Stormwater Management Committee and the County Board in 1994. The reservoir includes a dam at the northwest corner of the site. The dam consists of an earthen embankment that is approximately 20 feet high, and includes a concrete inflow spillway structure along Kehoe Boulevard. As water surface elevations in the channel increase, water begins to spill over the concrete spillway into the reservoir. Flood waters are stored within the reservoir until water levels on Tributary No. 2 recede. The reservoir drains via gravity through an 18-inch diameter outlet culvert back into Tributary No. 2. Construction of the reservoir was completed in 1999.
Twentieth Century Fox is scheduled to film portions of a television pilot at DuPage County’s Elmhurst Quarry Flood Control Facility on Thursday, April 5. Filming will occur from 2pm to midnight with pre-production beginning at 6am. Filming will occur primarily within the Quarry, but some equipment will be placed on the pump station platforms in each lobe of the Quarry. DuPage County Stormwater Management staff will be onsite overseeing the duration of the filming.

County staff is currently working with Fox on the location agreement, including the fee and liability insurance, which will need to be executed prior to filming. Fox is in the process of securing their permit with the City of Elmhurst. In addition, they have a signed agreement with Elmhurst-Chicago Stone for access to their property.
To: Stormwater Management Committee
From: Sarah Hunn, Sr Project Engineer
Subject: Lisle Flood Awareness Open House, April 19, 2018
Date: March 28th, 2018

The Village of Lisle will host a Flood Awareness Open House on April 19, 2018 from 7:00 p.m. to 8:30 p.m. at Lisle Village Hall, 925 Burlington Avenue. This marks the five year anniversary of the April 2013 Flood Event.

The US Army Corps of Engineers (USACE) will provide an update on the DuPage River Feasibility Study, a project study on-going as a Partnership between USACE, DuPage County and Will County. DuPage County staff will be in attendance and will provide support as necessary.

Village staff members will be available to answer questions about flood preparedness and recovery, and will discuss the revised Flood Insurance Rate Maps and Substantial Improvement regulations.

Additionally flood protection products will be on display. Vendors will be present to assist with information on these products.
Resolution
SM-R-0131-18

ACCEPTANCE OF PERMANENT ACCESS EASEMENT

WHEREAS, the County of DuPage, acting pursuant to authority granted by the Illinois General Assembly in Illinois Compiled Statutes, 55 ILCS 5/5-1062 and 5-15001, et seq., currently plans to undertake a stormwater project within the City of Elmhurst in the Elmhurst Quarry Flood Control Facility, in order to improve stormwater management in that area of DuPage County; and

WHEREAS, where the County must provide perimeter security to ensure the Elmhurst Quarry Flood Control Facility cannot be accessed without permission; and

WHEREAS, the County requires a permanent access easement on Parcel No. 06-03-216-002 for the purpose of allowing the County to install and or repair stable and secure barrier fence lines, and

WHEREAS, the Stormwater Management Committee of the DuPage County Board has reviewed and recommends approval of the attached Permanent Access Easement for the described purposes.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Permanent Access Easement is hereby accepted and approved, and the Chairman of the County Board is hereby authorized and directed to execute the Permanent Access Easement on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk be directed to record this Permanent Access Easement in the DuPage County Recorder of Deeds Office and to return the original to the DuPage County Department of Stormwater Management for filing; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached Easement to Elmhurst Park District, 375 W 1st St. Elmhurst, IL 60126; Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

___________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
PERMANENT ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ELMHURST PARK DISTRICT, AN ILLINOIS MUNICIPAL CORPORATION, as property owners (hereinafter referred to collectively as "Grantors") for and in consideration of one dollar ($1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent access easement ("permanent access easement") for the purpose of accessing, both ingress and egress, and all other purposes hereunder provided, the designated access area.

The permanent access easement, as shown on Exhibit A, legally described as follows:

PART OF PROPERTY CONVEYED TO THE ELMHURST PARK DISTRICT BY WARRANTY DEED, RECORDED MARCH 26, 1927 AS DOCUMENT NO. 232333, ALL IN DUPAGE COUNTY, ILLINOIS:

COMMENCING AT THE NORTHEAST CORNER OF PROPERTY PER DOCUMENT NO. 232333; THENCE SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST, 519.50 FEET ALONG THE EAST LINE OF SAID PROPERTY TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 01 DEGREES 50 MINUTES 32 SECONDS EAST, 25.00 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 88 DEGREES 09 MINUTES 54 SECONDS WEST, 40.00 FEET ALONG SOUTH LINE OF SAID PROPERTY; THENCE NORTH 56 DEGREES 09 MINUTES 27 SECONDS EAST TO THE POINT OF BEGINNING.

Common Property Address: 574 W. 2ND STREET, ELMHURST IL
Permanent Parcel Number: 06-03-216-002

Prepared by: DuPage County Stormwater
421 North County Farm Rd.
Wheaton, Illinois  60187

Return to: Avery Mumm
DuPage County Stormwater
421 N. County Farm
Wheaton, IL  60187

Resolution number:_________________
This Grant is made by the Grantors and accepted by the Grantee under the following terms and conditions:

1. The purpose for this easement grant is to allow Grantee, including Grantee’s officers, employees, agents, contractors, sub-contractors, representatives, assigns and successors, permanent access to the area legally described and depicted on Exhibit A, commonly known as Salt Creek Park, and also referred to herein as the designated access area. The Grantee shall have the unrestricted right of ingress to and egress from the designated access area, with its personnel, equipment, and materials. Grantee may use the easement area at any time, without notice to Grantor.

2. The Grantors shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area, including all obligations attendant thereto such as landscape maintenance, (i.e., mowing, debris clean-up, etc.), and payment of real estate taxes, if any, and all uses that do not adversely affect the Grantee’s ability to access the designated access area, or any other functions for which the easement area has been designed or is intended to serve. More specifically, the Grantors shall not construct any structures or improvements in the easement area nor shall the Grantors alter, change, destroy or modify the grading of the easement area in any manner that would adversely affect the Grantee’s ability to use said easement area. The Grantor may use and, or, cross the easement areas in the routing of utilities, so long as such activity does not interfere with the Grantee’s ability to access the designated access area, or any other intended use and purposes of this easement area. Grantors shall do no act that affects the lateral or sub-lateral support for the easement area.

3. In the event the Grantors fail to properly maintain the easement area, Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any landscape maintenance, mowing, debris removal or other work to, or upon, the easement area, reasonably necessary to insure Grantee’s contemplated use thereof. Before commencing such work, Grantee shall first give twenty-one (21) days written notice to the Grantors. If Grantors fail to remedy the deficiencies identified in the written notice within the twenty-one (21) day notice period, or other period so specified by Grantee, Grantee may enter the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor.

4. The Grantee agrees that it will use the easement area with reasonable care, skill and diligence. The Grantee will use its best efforts to avoid harm to improvements adjacent to said easement. In the event any area adjacent to the easement becomes negatively disturbed by Grantee’s use of the easement, the Grantee shall restore the adjacent area as nearly as possible to the condition in which it was before the Grantee’s entrance thereon. The Grantee shall restore disturbed lawn in the easement area with seed upon completion of its work.
5. The permanent access easement herein granted shall commence upon approval of this grant by the DuPage County Board and shall run with the land, in perpetuity, and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantors and the Grantee. The Grantee shall record this easement grant at its sole expense.

Dated this ___________ day of _______________________, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTORS:

By: _____________________________   By: _____________________________
  name:                                      name:
  title:                        title:

STATE OF ILLINOIS            )
  ) Ss
COUNTY OF _______________   )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ____________________, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this ______________ day of ___________________________, 2018.

Notary Public___________________________________________

My commission expires:

_________________________________________

GRANTEE: COUNTY OF DUPAGE

By: _____________________________   Attest by: _____________________________
  name:                                      name:
  title:                        title:
Resolution
SM-R-0123-18

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the County of DuPage, acting pursuant to authority granted by the Illinois General Assembly in Illinois Compiled Statutes, 55 ILCS 5/5-1062 and 5-15001, et seq., currently plans to undertake a stormwater project within the City of Elmhurst in the Elmhurst Quarry Flood Control Facility, in order to improve stormwater management in that area of DuPage County; and

WHEREAS, where the County must provide perimeter security to ensure the Elmhurst Quarry Flood Control Facility cannot be accessed without permission; and

WHEREAS, the County requires a Temporary Construction Easement (Exhibit B) on Parcel No. 06-03-216-002 for the purpose of allowing the County to install and or repair stable and secure barrier fence lines, and

WHEREAS, the Stormwater Management Committee of the DuPage County Board has reviewed and recommends approval of the attached Temporary Construction Easement for the described purposes.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Permanent Access Easement is hereby accepted and approved, and the Chairman of the County Board is hereby authorized and directed to execute the Temporary Construction Easement on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk be directed to record this Temporary Construction Easement in the DuPage County Recorder of Deeds Office and to return the original to the DuPage County Department of Stormwater Management for filing; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached Easement to Elmhurst Park District, 375 W 1st St. Elmhurst, IL 60126; Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that ELMHURST PARK DISTRICT, an ILLINOIS MUNICIPAL CORPORATION, as property owners (hereinafter referred to collectively as "Grantors") for and in consideration of one dollar ($1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, (hereinafter referred to as "Grantee"), and its successors and/or assigns, a temporary construction easement ("temporary construction easement") for the purpose of accessing and maintaining, and all other purposes hereunder provided, the designated area for drainage, stormwater management, and, or, flood control.

The temporary construction easement, as shown on the exhibit known as Exhibit B, legally described as follows:

PART OF PROPERTY CONVEYED TO THE ELMHURST PARK DISTRICT BY WARRANTY DEED, RECORDED MARCH 26, 1927 AS DOCUMENT NO. 232333, ALL IN DUPAGE COUNTY, ILLINOIS AS SHOWN ON EXHIBIT B.

Common Property Address: 574 W. 2ND STREET, ELMHURST IL

Permanent Parcel Number: 06-03-216-002

Prepared by: DuPage County DEC  Return to: Avery Mumm
421 North County Farm Rd.  DuPage County DEC
Wheaton, Illinois 60187  421 N. County Farm
Wheaton, IL 60187

Resolution number: ________________
This Grant is made by the Grantors and accepted by the Grantee under the following terms and conditions:

1. The Grantors shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any, and all uses that do not adversely affect the Grantee’s construction activities, or any other functions for which the easement area has been designed or is intended to serve.

2. The Grantors shall not construct any structures or improvements on the easement area nor shall the Grantors alter, change, destroy or modify the grading of the easement areas in any manner that would affect the designed and intended use of said easement area without having first received prior written approval of the Grantee. The Grantor may use and, or, cross the easement areas in the routing of utilities, so long as such activity does not interfere with the Grantee’s construction activities, or any other intended and, or, designed use and purposes of this easement area. Grantors shall do no act that affects the lateral or sub-lateral support for the easement areas, improvements located thereon, or that interferes with the operation of said improvements.

3. Grantee may access the easement area at any time, without notice to Grantor, to inspect the easement area.

4. In the event the Grantors fail to properly maintain the easement area, Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance, repairs or other work to, or upon, the easement area, or its improvements, reasonably necessary to insure Grantee’s contemplated use thereof. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantors. If Grantors fail to remedy the deficiencies identified in the written notice within the thirty (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor.

5. The temporary construction easement is granted specifically for the purpose of allowing the Grantee ingress and egress onto, over, under and above the easement area to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate heavy equipment for improvements, and appurtenances thereto, as part of the Elmhurst Quarry Fence Repair Project. The Grantors acknowledge and understand that Grantee may alter, change and modify the grading of the permanent easement area and that the Grantee shall not be required to restore the grade of such area to the conditions which existed prior to the grant of this easement. The grantee may store equipment and materials in the easement area but shall remove such items promptly upon completion of the construction and site restoration activities herein contemplated. The rights and obligations of the Grantee shall extend to its employees, officers, agents, contractors, sub-contractors, assigns and successors.

6. The Grantee agrees that it will perform any work hereby authorized on the easement area with reasonable care, skill and diligence. The Grantee will perform said work in such a way as to avoid harm to improvements adjacent to said easement. The Grantors agrees it will not interfere with or remove the support of the same. In the event any adjacent area, (during the construction activities of the Grantee, or its assigns, or contractors), should become negatively disturbed, the Grantee shall restore the adjacent area as nearly as
possible to the condition in which it was before the Grantee's entrance thereon. The Grantee shall restore disturbed lawn in the easement area with seed upon completion of its work.

7. The temporary construction easement herein granted shall commence upon approval of this grant by the DuPage County Board and shall expire on ______________, 2018. This grant shall run with the land, for the duration of its term, and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantors and the Grantee. The Grantee shall record this easement grant at its sole expense.

8. The Grantee will pay the Grantor the sum of ____________________________ ($___,00) within sixty (60) days after acceptance of this easement grant by the DuPage County Board. The Grantee shall not commence work in the easement area until after Grantor has received the above payment, unless Grantor waives such requirement in writing. The Grantee may record this easement grant upon its acceptance by the County Board. Grantee’s failure to make payment to Grantor within the specified time shall not automatically nullify or void this grant.

Dated this ___________ day of _______________________, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTORS:

By: _____________________________   By: _________________________
name:                                      name:
title:                        title:

STATE OF ILLINOIS            )
) Ss
COUNTY OF _______________   )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ____________________, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this ___________ day of _______________________, 2018.

Notary Public___________________________________________

My commission expires:
GRANTEE: COUNTY OF DUPAGE

By: _____________________________  Attest by: ____________________
name:                                       name:
title:                                 title:
RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Greg Hart, District 3
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

---

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tr>
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<td>$10,000.00</td>
<td>THROUGH MAY 31, 2019</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

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<tr>
<th>Name</th>
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<tr>
<td>Stormwater Management Committee</td>
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<td>04/03/2018 7:30 AM</td>
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</table>
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: Alfred Benesch &amp; Company</th>
<th>Vendor #: 10752</th>
<th>Contract Term: 5/31/2019</th>
<th>Contract Total: $10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Jamie Lock</td>
<td>Phone: 630-407-6705</td>
<td>Assigned Committee: Stormwater</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background

$10,000 - Contract for professional construction engineering services for inspection, evaluation, design and consultation to assist with construction observation projects currently overseen by County staff.

### Reason for Procurement

DuPage County's stormwater construction projects require oversight to ensure the awarded contractor is in compliance with the contract documents. Occasionally, staff requires additional assistance with field inspections, interpretation of contract documents, and field design changes. This contract is to provide assistance noted above on an as needed basis as it relates to Stormwater Management construction projects.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 1600-3000-33010

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO# __________________________ [ ] Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below: __________________________

### BASIS OF DECISION MEMO (attach Decision Memo)

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (Include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>JCL</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>If Approval, if required</th>
<th>Date</th>
</tr>
</thead>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman’s Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

Rev 1.6
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: Mar 21, 2018

Requesting Department: Stormwater Management
Contact Email: jamie.lock@dupageco.org

Department Contact: Jamie Lock
Contact Phone: (630) 407-6705

Vendor Name: Alfred Benesch & Company
Vendor #: 10752

---

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 a new contract with Alfred Benesch & Company for professional construction engineering services associated with Stormwater Management construction projects.

---

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

DuPage County's stormwater construction projects require oversight to ensure the awarded contractor is in compliance with the contract documents. Occasionally, staff requires additional assistance with field inspections, interpretation of contract documents, and field design changes. This contract is to provide assistance noted above on an as needed basis as it relates to Stormwater Management construction projects.

---

Strategic Impact

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

Assistance with management of DuPage County Stormwater Management's construction projects is necessary to ensure the awarded contractor is in compliance with the contract documents identified in the bid.

---

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

Based on a comprehensive review of the firm's qualifications, Stormwater Management determined that Alfred Benesch & Company is qualified to perform the necessary work on the behalf of the County.

---

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

1) Award a contract to Alfred Benesch & Company, a full service engineering firm, for construction engineering services related to the existing construction projects currently in progress.
2) Hire another firm to assist with construction engineering services. This could delay the current construction projects and grant funding may be jeopardized.

---

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.

1600-3000-53010
$10,000
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND ALFRED BENESCH & COMPANY FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 3rd day of May, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and Alfred Benesch & Company, an Illinois corporation licensed to do business in the State of Illinois, with offices at 35 West Wacker Drive, Suite 3300, Chicago, IL 60601; (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.”

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically oversees Stormwater Management construction projects; and

WHEREAS, the COUNTY requires professional construction engineering services, as necessary, to assist staff with oversight of these construction projects; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed ten thousand dollars and no cents ($10,000.00).

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.

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

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Chief Engineer of the Stormwater Management Department (hereinafter referred to as the "Chief"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the Chief, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Chief or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.

4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors’ work was performed by the CONSULTANT.

4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY’S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2019, 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 Chief directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for “on-call” services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed ten thousand dollars and no cents ($10,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the base hourly rates of CONSULTANT’s staff. 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 vendors’ technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.”

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT’s full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.7 Following the CONSULTANT’s satisfactory completion of all work specified in Exhibit “A,” and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.

7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o Director, Stormwater Management Department, its officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.
8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage Director, Stormwater Management Department, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured.** This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the
specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.

8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the[Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT’S, or its vendor’s,
negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S, and its vendors’, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

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

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S
expiration or termination, the CONSULTANT shall have no right to cure under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

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

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

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that
no payment, gratuity or offer of employment, except as permitted by the
Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance,
was made by or to the CONSULTANT, or CONSULTANT’S personnel,
in relation to this AGREEMENT. The CONSULTANT has also executed
the attached Ethics Disclosure Statement that is made a part hereof and
agrees to update contribution information on an ongoing basis during the
life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private
interest and shall not acquire directly or indirectly any such interest which
would conflict in any manner with the performance of CONSULTANT’S
services under this AGREEMENT.
14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

(a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on May 31, 2019, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 31, 2019.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT’S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.
16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY’S election.

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

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

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

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

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

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

18.0 ASSIGNMENT.

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

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Alfred Benesch & Company
35 West Wacker Drive
Suite 3300
Chicago, IL 60601
ATTN: Elizabeth Gallagher, PE, SE, Senior Vice President

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Anthony J. Charlton

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.
24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT’S request, proof of COUNTY’S permission, or legal authority, to enter onto the property of a third party.

25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.

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

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

COUNTY OF DUPAGE              ALFRED BENESCH & COMPANY

BY: ___________________________  BY: ___________________________
    DANIEL J. CRONIN              ELIZABETH GALLAGHER

ATTEST:

BY: ___________________________  BY: ___________________________
    PAUL HINDS, COUNTY CLERK      RYAN THADY, VICE PRESIDENT

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EXHIBIT A

SCOPE OF WORK

This contract is a construction engineering services contract that will have tasks assigned by Stormwater Management staff as-needed. These tasks may include the following:

1. **Review of Contract Documents** – The consultant will be provided with copies of contract documents associated with awarded construction projects. Documents shall be reviewed as necessary to assist staff with decisions associated with field changes, contract document interpretation, communication with the contractor, and final deliverables for internal files or transmittal to the contractor and/or other outside consultants.

2. **Project Progress Meetings & Review of Deliverables** - The Consultant shall attend meetings, as requested by Stormwater Management, which may include attendees from Stormwater Management staff, staff from other County departments, outside consultants, and contractors. Consultant will be responsible for taking notes during the meeting and providing meeting minutes within one (1) week of the meeting. Meeting notes and minutes shall be transmitted directly to Stormwater Management staff.

3. **Construction Support** – The Consultant shall provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of the original construction contract documents. If additional engineering services are required due to professional errors or omissions in the original contract documents, the Consultant shall work with the County to establish the best course of action to address the issue. The Consultant may be asked to assist with additional design or work with the design consulting firm to formally address the changes.

4. **Claims Resolution Assistance** – Consultant shall provide assistance to the County or its legal counsel, as requested, for any claims resolution purpose. For the purpose of this assignment, “claims” may include litigation.
EXHIBIT B

DELIVERABLES

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

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Construction Observation Reports
5. Formal Field Change Design documents
6. Claims Resolution Assistance work products, as requested by the County or its legal counsel.

The County will provide the following materials for CONSULTANT’S use:

1. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms. Hard copies can also be provided upon request.
2. Previous correspondence in regards to subject matter.
3. Assistance with preparation of documents associated with design changes.
4. Copies of all requested documents to assist with assigned tasks.
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.

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<thead>
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<th>Classification</th>
<th>Pay Rate Range</th>
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<tr>
<td>Constr. Representative III</td>
<td>$35.70</td>
</tr>
<tr>
<td>Constr. Representative II</td>
<td>$31.30</td>
</tr>
<tr>
<td>Resident Project Assistant</td>
<td>$28.20</td>
</tr>
<tr>
<td>Sr Surveyor</td>
<td>$49.20</td>
</tr>
<tr>
<td>Sr Party Chief</td>
<td>$41.20</td>
</tr>
<tr>
<td>Party Chief</td>
<td>$32.30</td>
</tr>
<tr>
<td>Sr Inspector</td>
<td>$33.30</td>
</tr>
<tr>
<td>Sr Technical Specialist</td>
<td>$44.00</td>
</tr>
<tr>
<td>Technical Specialist II</td>
<td>$37.20</td>
</tr>
<tr>
<td>Sr Technologist</td>
<td>$35.50</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

**Date:** Mar 21, 2018

**MinuteTraq (IQM2) ID #:** 16001

**RFP, Bid or Quote #:**

**Send Purchase Order To:**

| Vendor: Alfred Benesch & Company | Vendor #: 10752 |
| Attn: | Email: |
| Address: 35 West Wacker Dr., Suite 3300 | |
| City: Chicago | State: IL | Zip: 60601 |
| Phone: (312) 565-0450 | Fax: |

**Send Invoices To:**

| Vendor: Alfred Benesch & Company | Vendor #: 10752 |
| Attn: | Email: |
| Address: 35 West Wacker Dr., Suite 3300 | |
| City: Chicago | State: IL | Zip: 60601 |
| Phone: (312) 565-0450 | Fax: |

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| City: Chicago | State: IL | Zip: 60601 |
| Phone: (312) 565-0450 | Fax: |

**Payment Terms**

| F.O.B. | PO 20 Delivery Date | Requisitioner |
| Use for | Contract Administrator | Contract Start Date | Contract End Date | Use for |
| PO25 only | Alicia Favela | Apr 11, 2018 | May 31, 2019 | PO25 only |
| PO25 only | Alicia Favela | Apr 11, 2018 | May 31, 2019 | PO25 only |
| PO25 only | Alicia Favela | Apr 11, 2018 | May 31, 2019 | PO25 only |
| PO25 only | Alicia Favela | Apr 11, 2018 | May 31, 2019 | PO25 only |
| PO25 only | Alicia Favela | Apr 11, 2018 | May 31, 2019 | PO25 only |

** LN ** | ** Qty ** | ** UOM ** | ** Item Detail (Product #) ** | ** Description ** | ** FY ** | ** Dept # ** | ** Acctg Unit ** | ** Acct # ** | ** Sub-Accts and/or Activity # ** | ** Unit Price ** | ** Extension ** |
| 1 | 1 | EA | This Contract is for professional construction engineering services, for the period of April 11, 2018 through May 31, 2019. | 18 | 1600 | 3000 | 53010 | | 10,000.00 | 10,000.00 |

** Requisition Total ** | ** $ 10,000.00 ** |

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: ____________________________  Date: ____________________________

Company Name: Alfred Benesch & Company  Company Contact: Elizabeth Gallagher
Contact Phone: 312-565-0450  Contact Email: egallagher@benesch.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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>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</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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: Elizabeth Gallagher
Title: Senior Vice President
Date: Mar 21, 2018

Attach additional sheets if necessary. Sign each sheet and number each page.  Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-102

<table>
<thead>
<tr>
<th>RESULT</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Chester Pojack, Glendale Heights Trustee (6)</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Greg Hart, District 3</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay</td>
</tr>
</tbody>
</table>
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th><strong>DATE SUBMITTED</strong></th>
<th><strong>CONTRACT TOTAL AMOUNT</strong></th>
<th><strong>CONTRACT TERM</strong></th>
<th><strong>REQUESTING DEPT.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>March 20, 2018</td>
<td>$23,868.00</td>
<td>THROUGH NOVEMBER 30, 2018</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>03/21/2018 03:51 AM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>03/21/2018 10:24 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/21/2018 12:11 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>03/22/2018 11:26 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>03/23/2018 07:31 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/26/2018 10:09 AM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Completed</td>
<td>04/03/2018 07:30 AM</td>
</tr>
</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVICE

BID #18-062-JM
ON-CALL STREAM MAINTENANCE for DuPAGE COUNTY

BID OPENING DATE: 03/13/18 - 2:30 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS:</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WINKLER’S TREE SERVICE, INC.</td>
<td>$ 23,868.00</td>
</tr>
</tbody>
</table>

NO BID RESPONSES:
Thornton Equipment Services, Inc.
Kramer Tree Specialists, Inc.
Homer Environmental, LLC

BID OPENING ATTENDED BY:

Joan McAvoy, DuPage County Buyer
Catlyn Hicks, DuPage County Division Assistant

| INVITATIONS SENT: | 47 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 19 | TOTAL BID RESPONSES RECEIVED: | 1 |
Vendor: Winkler's Tree Service, Inc.  

Vendor #:  

Contract Term: 11/30/2018  

Contract Total: $23,868.00  

Dept: Stormwater Management  

Contact: Jamie Lock  

Phone: 630-407-6705  

Assigned Committee: Stormwater  

Description of Procurement/Scope of Work/Background:  

$23,868.00 - On call stream maintenance contract for removal of large stream blockages and trees that require tools and equipment that exceed our in-house capabilities. Work will be performed countywide on an as needed basis.  

Reason for Procurement: Bid# 18-062-JM  

FUNDING SOURCE:  

☐ Procurement budgeted for (FY and budget code(s)): 1600-3000-53090  

☐ Budget Transfer (Date) ______________________ Add'l Information  

DECISION MEMO NOT REQUIRED:  

☐ LOWEST RESPONSIBLE QUOTE # or BID # 18-062-JM (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)  

☐ RENEWAL, Enter Bid and/or PO# ______________________  

☐ Intergovernmental Agreement  

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)  

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  

☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:  

BASIS OF DECISION MEMO (attach Decision Memo):  

☐ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES  

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)  

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)  

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)  

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)  

☐ OTHER THAN LOWEST RESPONSIBLE, BID # ______________________  

PREPARED BY AND APPROVAL(S) (Initials Only):  

JCL  

Mar 20, 2018  

Recommended for Approval  

3-20-18  

IT Approval, if required  

Prepared By  

Date  

Recommended for Approval  

Date  

IT Approval, if required  

Date  

REVIEWED BY (Initials Only):  

Buyer  

Date  

Procurement Officer  

Date  

Chief Financial Officer  

Date  

Chairman's Office  

Date  

(Decision Memos Over $25,000)  

Date  

(Decision Memos Over $25,000)  

Date
**Purchase Requisition**

**Procurement Services Division**

**Date:** Mar 20, 2018  
**MinuteTraq (IQM2) ID #:** 12276  
**Department Req #:** 16001  
**RFP, Bid or Quote #:** 18-062

---

### Send Purchase Order To:

| Vendor: Winkler’s Tree Service, Inc. | Dept: Stormwater Management |
| Attn: | Division: |
| Address: P.O. Box 1154 | |
| City: La Grange Park | State: IL | Zip: 60526 |
| Phone: (708) 544-1219 | Fax: |

**Send Invoices To:**

| Vendor: Winkler’s Tree Service, Inc. | Dept: Stormwater Management |
| Attn: | Division: |
| Address: P.O. Box 1154 | |
| City: La Grange Park | State: IL | Zip: 60526 |
| Phone: (708) 544-1219 | Fax: |

**Send Payments To:**

| Vendor: Winkler’s Tree Service, Inc. | Dept: Stormwater Management |
| Attn: | Division: |
| Address: P.O. Box 1154 | |
| City: La Grange Park | State: IL | Zip: 60526 |
| Phone: (708) 544-1219 | Fax: |

**Ship To:**

| Dept: Stormwater Management |
| Attn: | |
| Address: 421 N. County Farm Rd. | |
| City: Wheaton | State: IL | Zip: 60187 |
| Phone: 630-407-6698 | Fax: 630-407-6701 |

---

**Payment Terms**  
**F.O.B.**  
**PO 20 Delivery Date**  
**Requisitioner**  
**Use for**  
PO25 only  
Alicia Favela  
Apr 11, 2018  
Nov 30, 2018  
PO25 only

---

**LN**  
**Qty**  
**UOM**  
**Item Detail (Product #)**  
**Description**  
**FY**  
**Dept #**  
**Acctg Unit**  
**Acct #**  
**Sub-Accts and/or Activity #**  
**Unit Price**  
**Extension**

| 1 | 1 | EA | This Contract is for on-call stream maintenance for the period of April 11, 2018 through November 30, 2018, per lowest responsible bid #18-062-JM. | 18 | 1600 | 3000 | 53090 | 23,868.00 | 23,868 |

**Requisition Total:** $ 23,868

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
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: Mar 20, 2018

MinuteTraq (IQM2) ID #: 12276
Department Requisition #: 16001808

Requesting Department: Stormwater Management

Department Contact: Jamie Lock

Contact Email: Jamie.Lock@dupageco.org

Contact Phone: 630-407-6705

Vendor Name: Winkler's Tree Service, Inc.

Vendor #: 

---

**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 a new contract with Winkler’s Tree Service, Inc.

---

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

A contractor is required to provide assistance on an as-needed basis for removal of large stream blockages and trees that require tools and equipment that exceed Stormwater Management’s in-house capabilities.

---

**Strategic Impact**

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

Quality of Life

Stormwater Management is responsible for providing stream maintenance to remove blockages throughout the County that pose an imminent risk to flooding if not removed. Some of these blockages are too large to handle using our in-house crew and equipment. Additionally, Stormwater Management is responsible for maintaining the properties owned by the department that are located Countywide. Occasionally, these properties have trees, either dead or damaged, that must be removed or pruned to prevent further damage to County and/or adjacent properties.

---

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

Winkler’s Tree Service, Inc. was the low bid contractor. Although only one bid was received for this contract, the bid prices align with the Engineer’s estimate for the scope of work identified in the bid. Stormwater Management staff has previous experience working with this contractor on the exact scope of work and are comfortable with awarding the bid to this responsive, responsible contractor.

---

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

Staff recommends award of Bid #18-062-JM to Winkler’s Tree Service Inc.

If the bid is not awarded, it will need to be re-bid, causing delay to the much needed work on a County owned property. There are currently two trees that need to be removed as soon as possible to avoid potential damage to a neighboring property. Re-bidding of the project will result in delay to this work. Large stream blockages could also go unaddressed, posing a risk of flooding to the surrounding properties.

---

**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.

FY18-1600-3000-53090 (budgeted)
Required Vendor Ethics Disclosure Statement

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

Company Name: Winkler's Tree & Landscaping, Inc.
Company Contact: Vince L. Winkler
Contact Phone: 708-544-1249
Contact Email: info@winklerstreeservice.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.

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<th>Add Line</th>
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<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tbody>
<tr>
<td>x</td>
<td></td>
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<tr>
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Continuing disclosure is required, and I agree to update this disclosure form as follows:
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- 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.gov/CountyBoard/Policies/!

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

Authorized Signature: [Signature]
Printed Name: Vince L. Winkler
Title: [Title]
Date: 3-6-18

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16

Bid #18-062-JM - ON-CALL STREAM MAINTENANCE

Packet Pg. 75
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND OAK BROOK PARK DISTRICT FOR THE CENTRAL PARK BMP WATER QUALITY IMPROVEMENT PROJECT

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

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to 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 PARK DISTRICT has developed a conceptual design report for the design, construction, and maintenance of multi-faceted Best Management Practices project at their Central Park Campus to include removing a failing dam, installing permeable pavement, creating a native vegetated swale, and restoring the streambank and riparian corridor of Ginger Creek (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the PARK DISTRICT have determined that the construction of the PROJECT will benefit local citizens by improving the water quality and reduction of stormwater runoff into the Salt Creek watershed; and

WHEREAS, the PARK DISTRICT has requested COUNTY participation in cost sharing the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed one hundred thousand dollars and no cents ($100,000.00); and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the PARK DISTRICT is hereby accepted and approved in an amount not to exceed one hundred thousand dollars and no cents ($100,000.00);
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 to the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523; and Anthony Hayman/State's Attorney's Office.

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Martin Tully, Downers Grove Mayor (3)
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 21, 2018</td>
<td>$100,000</td>
<td>4/3/18-2/28/21</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Intergovernmental Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>03/22/2018 8:25 AM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>03/22/2018 8:29 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/22/2018 9:43 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>03/28/2018 11:34 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>03/28/2018 11:45 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>03/28/2018 1:22 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/29/2018 9:01 AM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Completed</td>
<td>04/03/2018 7:30 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Completed</td>
<td>04/10/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>04/10/2018 10:00 AM</td>
</tr>
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</table>
# Purchase Requisition

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Oak Brook Park District</td>
<td><strong>Dept:</strong> Stormwater Management</td>
</tr>
<tr>
<td><strong>Attn:</strong> Bob Johnson</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 1450 Forest Gate Road</td>
<td><strong>Attn:</strong> Alicia Favela</td>
</tr>
<tr>
<td><strong>City:</strong> Oak Brook</td>
<td><strong>Email:</strong> <a href="mailto:alicia.favela@dupageco.org">alicia.favela@dupageco.org</a></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60523</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-407-6698</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-407-6701</td>
<td><strong>Zip:</strong> 60187</td>
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<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
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<tbody>
<tr>
<td><strong>Vendor:</strong> Oak Brook Park District</td>
<td><strong>Dept:</strong> Stormwater Management</td>
</tr>
<tr>
<td><strong>Attn:</strong> Bob Johnson</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Attn:</strong> Mary Beth Falsey</td>
</tr>
<tr>
<td><strong>Address:</strong> 1450 Forest Gate Road</td>
<td><strong>Email:</strong> <a href="mailto:Falsey@dupageco.org">Falsey@dupageco.org</a></td>
</tr>
<tr>
<td><strong>City:</strong> Oak Brook</td>
<td><strong>Address:</strong> 421 N. County Farm Rd.</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60523</td>
<td><strong>State:</strong> IL</td>
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<tr>
<td><strong>Phone:</strong></td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-407-6680</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-407-6701</td>
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<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td><strong>PER 50 ILCS 505/1</strong></td>
<td><strong>Destination</strong></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Alicia Favela</td>
<td>Apr 3, 2018</td>
<td>Feb 28, 2021</td>
<td>PO25 only</td>
</tr>
<tr>
<td>PO25 only</td>
<td></td>
<td></td>
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<td>PO25 only</td>
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<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>This Contract is for the Central Park BMP Water Quality Improvement Project.</td>
<td></td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53830</td>
<td></td>
<td></td>
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</table>

**Requisition Total: $100,000.00**

**Header Comments:** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver:** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes:** (these comments will NOT appear on the Purchase Order):
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

<table>
<thead>
<tr>
<th>Vendor: Oak Brook Park District</th>
<th>Contract Term: 4/3/18 - 2/28/21</th>
<th>Contract Total: $100,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Mary Beth Falsey</td>
<td>Phone: (630) 407-6680</td>
</tr>
<tr>
<td>Description of Procurement/</td>
<td>The project includes a removing a failing dam, installation of two cross vanes, removing asphalt and installing permeable pavement, planting a mowed grass swale with native vegetation, and restoring the streambank and riparian corridor of Ginger Creek at Central Park.</td>
<td></td>
</tr>
<tr>
<td>Scope of Work/ Background</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>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 Central Park BMP project has been selected for funding for the FY 2018 Water Quality Improvement Program grant.</td>
<td></td>
</tr>
</tbody>
</table>

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1600-3000-53830
- Budget Transfer (Date) ____________ Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO# ____________ [ ] Intergovernmental Agreement
- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

---

**BASIS OF DECISION MEMO (attach Decision Memo)**

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (Include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>MBF</th>
<th>Prepared By</th>
<th>Mar 21, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>AP</td>
<td>3-22-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reviewed By (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Procurement Officer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000) Date</td>
</tr>
</tbody>
</table>
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND OAK BROOK PARK DISTRICT FOR THE CENTRAL PARK BMP WATER
QUALITY IMPROVEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 17th day of April 2018
between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N.
County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the OAK
BROOK PARK DISTRICT, a body politic and corporate, with offices at 1450 Forest Gate Road,
Oak Brook, IL 60523 (hereinafter referred to as the PARK DISTRICT).

RECEITALS

WHEREAS, the PARK 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 PARK DISTRICT has developed a conceptual design report for the
design, construction, and maintenance of multi-faceted Best Management Practices project at
their Central Park Campus to include removing a failing dam, installing permeable pavement,
creating a native vegetated swale, and restoring the streambank and riparian corridor of Ginger
Creek (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the PARK DISTRICT have determined that the
construction of the PROJECT will benefit local citizens by improving the water quality and
reduction of stormwater runoff into the Salt Creek watershed; and

WHEREAS, the PARK 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 one hundred thousand dollars and no cents ($100,000.00); and
WHEREAS, the PARK DISTRICT shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the PARK 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 thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the construction of a multi-faceted best management practices project to increase water quality benefits. The improvements include a removing a failing dam, installation of two cross vanes, removing asphalt and installing permeable pavement, planting a mowed grass swale with native vegetation, and restoring the streambank and riparian corridor of Ginger Creek. The goal of the PARK DISTRICT is to complete stream improvements and install best management practices which will reduce pollutant loadings to Ginger Creek, a tributary to Salt Creek.

2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (Central Park BMP Implementation Project), dated January 10th 2018, as prepared by the Manhard Consulting, Ltd, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the PARK DISTRICT or their consultant.

3.0 FUNDING.

3.1 The total water quality related PROJECT costs are estimated to be five hundred seventy seven thousand three hundred forty eight dollars and no cents
($577,348.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

<table>
<thead>
<tr>
<th></th>
<th>%</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OAK BROOK PARK DISTRICT</td>
<td>83%</td>
<td>$477,348</td>
</tr>
<tr>
<td>COUNTY OF DUPAGE</td>
<td>17%</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100.0%</td>
<td>$577,348</td>
</tr>
</tbody>
</table>

3.2 The PARK 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 PARK DISTRICT and COUNTY agree to apportion such extra costs before they are incurred.

3.3 This AGREEMENT shall in no way obligate the PARK DISTRICT to undertake this PROJECT if the PARK DISTRICT in its sole discretion determines that it is no longer in the PARK DISTRICT'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed (excluding post-construction monitoring) by May 31, 2019, the PARK DISTRICT shall promptly reimburse the COUNTY any monies paid by the COUNTY to the PARK DISTRICT pursuant to this AGREEMENT. The PARK DISTRICT’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the PARK DISTRICT’S timely and satisfactory completion of the PROJECT.

3.4 The PARK DISTRICT may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the PARK DISTRICT in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.) and related to maintenance of the PROJECT, construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the PARK DISTRICT’S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 PARK DISTRICT’S RESPONSIBILITIES.

4.1 The PARK 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 PARK DISTRICT shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The PARK DISTRICT shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

4.3 The PARK DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
4.4 The PARK 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 PARK DISTRICT shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The PARK DISTRICT shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

4.7 The PARK DISTRICT may enter into additional agreements to secure its portion of the local PROJECT costs.

4.8 The PARK DISTRICT shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than seventeen percent (17%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.

4.9 The PARK 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 PARK DISTRICT in the amounts herein agreed upon, nor shall this provision affect the PARK 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 PARK DISTRICT shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the PARK DISTRICT reasonable advanced notice of when the COUNTY requires such access.

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The PARK DISTRICT and PARK DISTRICT'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The PARK 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 PARK 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 PARK 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 PARK DISTRICT must acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in permanent onsite signage as well as any printed materials promoting the PROJECT.

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the PARK 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 PARK DISTRICT with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the PARK DISTRICT for approved costs associated with the PROJECT at a fixed proportion of seventeen percent (17%) of the PROJECT costs, which have been incurred and paid for by the PARK DISTRICT, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred thousand dollars and no cents ($100,000.00).

5.2.3 In the event PROJECT costs total less than five hundred seventy seven thousand three hundred forty eight dollars and no cents ($577,348.00), the COUNTY'S total reimbursement amount shall be not more than seventeen percent (17%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the PARK DISTRICT.

5.2.4 The COUNTY shall not be obligated to pay invoices received after February 28, 2021, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the PARK DISTRICT reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

6.1 The PARK 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 PARK 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 PARK DISTRICT’S performance under this AGREEMENT to the fullest extent the PARK DISTRICT is so authorized under the law; provided, however, that the PARK 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 PARK DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the PARK DISTRICT and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the PARK DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the PARK 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 PARK 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 PARK DISTRICT or its consultants, contractors or agents. The PARK 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 February 28, 2021 or to a new date agreed upon by the parties.

9.1.2 The completion by the PARK DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before February 28, 2021.

10.0 ENTIRE AGREEMENT.

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

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

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

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

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

12.0 GOVERNING LAW.

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

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

13.0 NOTICES.

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

Bob Johnson  
Director of Parks and Planning  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, Illinois, 60523

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

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

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

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

COUNTY OF DUPAGE

Daniel J. Cronin,
Chairman

ATTEST:

Paul Hinds,
County Clerk

OAK BROOK PARK DISTRICT

________________________

ATTEST:

745697v2A
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING FOR PROJECT CDBG-DR-15 - REDMOND RESERVOIR EXPANSION PROJECT - BETWEEN THE COUNTY OF DUPAGE AND DUPAGE STORMWATER DEPARTMENT

This Interdepartmental Memorandum of Understanding (MOU) is entered into this 10th day of April, 2018, by and between the DuPage County Stormwater Management Department and the DuPage Community Development Commission (collectively the “Parties”), for funding of the “Redmond Reservoir Expansion Project” (hereinafter referred to as “Project”).

WHEREAS, a Stormwater Master Plan and subsequent Drainage Study was performed by the Village of Bensenville;

WHEREAS, this project was identified as part of the recommended improvements in the studies; and

WHEREAS, DuPage County has received over $31,000,000 distributed by the Department of Housing and Urban Development (HUD) from the Community Development Block Grant Disaster Relief (CDBG-DR) for projects related to flooding that occurred in April 2013; and

WHEREAS, the Community Development Commission is responsible for the oversight and payment of CDBG-DR funds to support construction of the PROJECT in the amount of $2,452,982.80; and

WHEREAS, the PARTIES wish to memorialize this funding agreement; and

WHEREAS, the attached MOU has been prepared to serve as the basis for interdepartmental cooperation, with regard to the funding responsibilities of the PARTIES for the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached MOU is hereby accepted and approved, and the Chairman of the County Board is hereby authorized and directed to execute the MOU on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached MOU to Anthony Hayman, State’s Attorney’s Office, DuPage County Community Development and DuPage County Stormwater Management.

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.

______________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Resolution**

**SM-R-0124-18**

<table>
<thead>
<tr>
<th>RESULT</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Greg Hart, District 3</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Chester Pojack, Glendale Heights Trustee (6)</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay</td>
</tr>
</tbody>
</table>
INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING
REDMOND RESERVOIR EXPANSION PROJECT
$2,452,982.80 CDBG-DR-15

Commencing on this _____ day of _____________ 2018, the DUPAGE STORMWATER DEPARTMENT (hereinafter called "DEPARTMENT"), as a staff agency of the COUNTY OF DUPAGE, Illinois (hereinafter called "COUNTY"), will complete the project described herein.

SECTION I. STATEMENT OF PURPOSE

COUNTY has applied for Community Development Block Grant Disaster Recovery (CDBG-DR) funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") made available in accordance with the Disaster Relief Appropriations Act, 2013 (Public Law 113-2) (hereinafter the “ACT”). Because the DEPARTMENT is the qualified and appropriate staff agency to carry out the specific project described herein using the aforesaid CDBG-DR funds, the COUNTY will allocate funding in the amount, and under the conditions, herein provided to the COUNTY.

SECTION II. SCOPE OF THE PROJECT

A. The DEPARTMENT shall perform, in a timely fashion, the following: Construction of the Redmond Reservoir Expansion Project in Bensenville (hereinafter called "PROJECT").

B. COUNTY shall be reimbursed for CDBG-DR eligible costs associated with:

1. The excavation of approximately 20.5 acre-feet along the east side of Redmond Reservoir to increase stormwater detention capacity. Additional work includes basin re-grading, tree removals, topsoil, new seeding, pavement removal & replacement, landscaping with native species, and an annual establishment and monitoring program, in an area affected by the April, 2013 flood events covered by the CDBG-DR funds.

2. Other costs associated with the above activities as are consistent with the scope and intent of the PROJECT, are eligible for payment under CDBG-DR funding, and are pre-approved by the COUNTY’S COMMUNITY DEVELOPMENT COMMISSION (“CDC”) staff.

The use of CDBG-DR funds for the above activities under this AGREEMENT shall be limited to a maximum of TWO MILLION FOUR HUNDRED FIFTY TWO THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND 80/100 DOLLARS ($2,452,982.80)
SECTION III. AMOUNT AND TERMS OF GRANT

A. The COUNTY shall allocate the maximum amount of TWO MILLION FOUR HUNDRED FIFTY TWO THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND 80/100 DOLLARS ($2,452,982.80) for payment of approved PROJECT-related expenses out of a total project budget of TWO MILLION FOUR HUNDRED FIFTY TWO THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND 80/100 DOLLARS ($2,452,982.80). The disbursement of CDBG-DR funds shall be pursuant to this Memorandum of Understanding. The DEPARTMENT shall submit requests for disbursement not more frequently than once per month based upon PROJECT expenses incurred. Requests for disbursement shall include supporting documentation of the PROJECT expenses identified on the disbursement request. At the direction of DEPARTMENT, the COUNTY shall either disburse the requested amounts as direct payments to the PROJECT’S contractor(s) and, or, vendor(s), or, where the DEPARTMENT has already paid third-party expenses, the COUNTY shall disburse such funds into a designated DEPARTMENT fund as reimbursement of such expenses.

B. The DEPARTMENT shall abide by the ACT and its use of CDBG-DR funds for the purpose set forth in Section II, above, and as conditioned by the provisions of Section V, below, of this Memorandum.

C. DEPARTMENT representatives shall meet with the CDC staff to establish acceptable documentation and guidelines regarding requests for payment for the activities described in the Scope of Work. No CDBG-DR payment will be made without the required documentation accompanying the payment request.

D. The following statement shall be posted ON A SIGN in three (3) prominent locations on the PROJECT site:

"Funding for this project has been provided, in part, by the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery funds.

SECTION IV. TIMELY COMPLETION OF PROJECT

A. Time is of the essence. The DEPARTMENT will be responsible for meeting the schedule deadlines listed below. If any difficulty arises that prevents the DEPARTMENT from completing this PROJECT within this time frame, it shall notify the CDC.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>50% of funds expended</td>
<td>09/30/2018</td>
</tr>
<tr>
<td>(claims submitted for 50% of funds)</td>
<td></td>
</tr>
<tr>
<td>100% of funds expended</td>
<td>08/01/2019</td>
</tr>
<tr>
<td>(claims submitted for 100% of funds)</td>
<td></td>
</tr>
</tbody>
</table>
B. The DEPARTMENT shall complete all activities described in Section II by: 08/01/2019.

C. If the DEPARTMENT is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT by August 1st, 2019, it shall immediately give written notice to the Community Development Commission Executive Committee, County Health & Human Services Committee, and the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The Community Development Commission Executive Committee shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall notify the DEPARTMENT if the time extension will be granted or denied, and whether it intends to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by DEPARTMENT if an extension is granted by the COUNTY.

CDBG-DR funds at this point in time have an expiration date of September 30, 2019, and all unspent dollars will be returned to the Department of Housing and Urban Development (HUD). No extension will be authorized beyond September 30, 2019 unless an extension of CDBG-DR funds has been granted by HUD.

SECTION V. CONDITIONS OF GRANT

A. Assurances. The DEPARTMENT acknowledges that COUNTY has made certain certifications to HUD to obtain CDBG-DR funds as identified in Exhibit “A” (attached hereeto and incorporated herein by reference) and that DEPARTMENT will comply with these certifications and all regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG-DR funds in accordance with the ACT.

B. Environmental Impact. The CDC has completed the HUD required environmental review of the PROJECT and has received Authorization for Use of Grant Funds from HUD.

C. Equal Opportunity. THE COUNTY as part of its Agreement with the U.S. Department of Housing and Urban Development has executed an Equal Employment Opportunity Certification.

D. Non-Discrimination. The COUNTY as part of its Agreement with the U.S. Department of Housing and Urban Development has agreed that it shall not discriminate against any worker, employee or applicant or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice. The COUNTY will take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin. Such affirmative action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer,
termination, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. The COUNTY agrees and authorizes CDC and the Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with these provisions.

E. Appearance of Impropriety. The COUNTY has established safeguards to prohibit employees and/or elected officials of the localities in which the program is situated from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others particularly those with whom they have family, business or other ties.

F. Political Activities Restricted. The COUNTY will ensure that neither the COUNTY’S program nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

G. Retention of Records. The COUNTY shall maintain all project records for a period of five (5) years following project completion.

H. Audit and Inspection of Records. The COUNTY shall permit the authorized representatives of HUD and the Comptroller General of the United States to inspect and audit all date and records of the COUNTY relating to the DEPARTMENT’S performances under this Memorandum.

I. Use of Real Property. DEPARTMENT, and COUNTY, shall ensure that from the date CDBG-DR funds are first spent for the PROJECT until five years after closeout of the COUNTY’S participation in the entitlement CDBG program: the use of the property shall not be changed from that stated in this Memorandum unless affected citizens are given reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of the property qualifies as meeting a CDBG national objective and is not a building for the general conduct of government; or (2) the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use that does not meet a national objective and the CDBG-DR program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following reimbursement, the property will no longer be subject to any CDBG requirements.
SECTION VI. COMPLIANCE WITH LAWS

The DEPARTMENT’s personnel shall at all times observe and comply with all applicable laws, ordinances or regulations of the Federal, State, County, and local government which may in any manner affect the performance of this Memorandum.

Administration of the grant by the DEPARTMENT shall adhere to the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time (“Super Circular”), as they relate to the acceptance and use of federal funds for the PROJECT.

SECTION VII. SUBMISSION TO HUD

COUNTY has filed an Action Plan with HUD for approval of this PROJECT. Because the PROJECT was bid in accordance with Federal requirements and because HUD has issued a Release of Funds for the PROJECT after completion of the required environmental review, the COUNTY may enter into an agreement with the selected contractor for the PROJECT prior to HUD’s approval of the Action Plan. However, the COUNTY acknowledges that this Memorandum and/or any contract it may enter into on behalf of the DEPARTMENT regarding the PROJECT may be subject to terms and conditions required by HUD.

SECTION VIII. REPORTING REQUIREMENTS

DEPARTMENT shall provide Monthly Progress Report to CDC on forms provided by the CDC. The first Progress Report shall be due thirty (30) days following the effective date of this Memorandum of Understanding. In addition, the DEPARTMENT shall provide and submit Quarterly Reports until the PROJECT is completed. In addition to monthly Progress Reports, the DEPARTMENT shall provide the CDC copies of any technical memoranda, study reports, or other materials developed as part of the PROJECT, if requested.

SECTION IX. AMENDMENTS

This Memorandum constitutes the entire statement of the DEPARTMENT’S responsibility regarding the use of CDGB-DR funds for this PROJECT. Any proposed amendment shall be submitted to the COUNTY BOARD CHAIRMAN for his prior approval. No modification, addition, or deletion, to this Memorandum shall be effective unless and until such changes are approved by the COUNTY BOARD CHAIRMAN in writing.
SECTION X. ENFORCEMENT

Any disputes concerning the DEPARTMENT’S, CDC’s or the COUNTY’S respective performance, or failure to perform, under this Memorandum shall be resolved by the COUNTY BOARD CHAIRMAN. The CHAIRMAN’S resolution of any dispute shall be in accordance with all applicable Federal and state laws and county ordinances.
IN WITNESS WHEREOF, the undersigned have read this Memorandum of Understanding and recognizes the responsibility involved in completing the aforesaid PROJECT.

COUNTY OF DUPAGE, a body politic
in the State of Illinois

BY:

Daniel J. Cronin, Chairman
DuPage County Board

DATE: ______________________________________

ATTEST:

Paul Hinds, County Clerk

DEPARTMENT: DUPAGE COUNTY
STORMWATER DEPARTMENT

BY:

Anthony Charlton, PE
Director, Stormwater Management

DATE: ______________________________________

ATTEST: ______________________________________

Print Name: _________________________________

Title: _________________________________
EXHIBIT A
HUD REQUIREMENTS

The DEPARTMENT acknowledges that COUNTY has made the following certifications to HUD to obtain CDBG-DR funds and that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG-DR funds in accordance with the ACT.

a. The grantee certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within its jurisdiction and take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard (see 24 CFR 570.487(b)(2) and 570.601(a)(2)). In addition, the grantee certifies that agreements with subrecipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

b. The grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.

c. The grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.

d. The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

e. The grantee certifies that activities to be administered with funds under this Notice are consistent with its Action Plan.

f. The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

g. The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
h. The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each UGLG receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).

i. Each State receiving a direct award under this Notice certifies that it has consulted with affected UGLGs in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the State in determining the uses of funds, including method of distribution of funding, or activities carried out directly by the State.

j. The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Stafford Act.

(2) With respect to activities expected to be assisted with CDBG-DR funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.

(3) The aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

k. The grantee certifies that it (and any subrecipient or recipient) will conduct and carry out the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.
The grantee certifies that it has adopted and is enforcing the following policies. In addition, States receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

Each State or UGLG receiving a direct award under this Notice certifies that it (and any subrecipient or recipient) has the capacity to carry out disaster recovery activities in a timely manner; or the State or UGLG will develop a plan to increase capacity where such capacity is lacking.

The grantee will not use grant funds for any activity in an area delineated as a special flood hazard area or equivalent in FEMA’s most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

The grantee certifies that it will comply with applicable laws.

The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.
AWARDING RESOLUTION
ISSUED TO EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION, INC., FOR THE CONSTRUCTION OF THE REDMOND RESERVOIR EXPANSION PROJECT (CONTRACT AMOUNT $2,452,982.80)

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

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract purchase order to Earthwerks Land Improvement and Development Corporation, Inc., to furnish all equipment, labor, material, tools and supervision necessary for the construction of flood control improvements associated with the Redmond Reservoir Expansion - Village of Bensenville Project.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for the construction of flood control improvements associated with the Redmond Reservoir Expansion - Village of Bensenville Project, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Earthwerks Land Improvement and Development Corporation, Inc., 1240 Lyon Road, Batavia, IL 60510 for the total contract amount not to exceed $2,452,982.80 per lowest responsible Bid # 18-035-DT.

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>$2,452,982.80</td>
<td>NOVEMBER 30, 2021</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

Jan Janowicz  Completed  03/20/2018 2:30 PM
Tony Charlton  Completed  03/20/2018 3:14 PM
Kathy Ostrowski  Completed  03/22/2018 9:49 AM
James McGuire  Completed  03/23/2018 9:32 AM
Paul Rafac  Completed  03/23/2018 3:23 PM
Kathy Ostrowski  Completed  03/26/2018 10:03 AM
Stormwater Management Committee  Completed  04/03/2018 7:30 AM
Finance Committee  Completed  04/10/2018 8:00 AM
County Board  Completed  04/10/2018 10:00 AM
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<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>This contract is for Redmond Reservoir Expansion Project - Village of Bensenville, per lowest responsible bid #18-035-DT.</td>
<td>18</td>
<td>5000</td>
<td>1520</td>
<td>DR15</td>
<td>2,452,982.80</td>
<td>2,452,982</td>
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</tbody>
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**Requisition Total**: $ 2,452,982

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
<table>
<thead>
<tr>
<th>Description</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
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<tbody>
<tr>
<td>Alternate 5</td>
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<td>$12,900,000</td>
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<td>$1,865,275</td>
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<td>$1,865,275</td>
<td>$3,282,259.27</td>
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<td>Alternate 2</td>
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<td>Alternate 1</td>
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<td>$3,282,259.27</td>
<td>$3,900,000</td>
<td>$0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bid Opening Date:** March 15, 2018 at 2:00 P.M.

**Bid Tabulation**

**Procurement Services Division**

**County of DuPage, Illinois**

Attachment: Earthwerks - Bid Tab (SM-P-0104-18 : Earthwerks - Redmond Reservoir Expansion)
### Required Vendor Ethics Disclosure Statement

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

**Date:** 3-15-2018  
**Bid/Contract/PO #:** 18-035-DT

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Earthworks Corp</th>
<th>Company Contact</th>
<th>Dan Davies</th>
<th>Contact Email</th>
<th><a href="mailto:LDANIES@EARTHWORKSINC.COM">LDANIES@EARTHWORKSINC.COM</a></th>
</tr>
</thead>
</table>

#### 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.

**Add Line**  
**Recipient** | **Donor** | **Description (e.g., cash, type of item, in-kind services, etc.)** | **Amount/Value** | **Date Made**
--- | --- | --- | --- | ---
X | Grant Eckoff | Cash | $1,000 | 1/10/16
X | Gary Much | Cash | $2,000 | 1/10/16

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.

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

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/CountyBoardPolicies/

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

**Authorized Signature**

**Printed Name** | Dan Davies  
**Title** | President  
**Date** | 3-15-2016

Attach additional sheets if necessary. Sign each sheet and number each page.  

PAGE 1 OF 1 (TOTAL NUMBER OF PAGES)
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

**Vendor:** EarthWerks Land Improvement & Development Corporation, Inc.

**Vendor #:** 11452

**Contract Term:** 11/30/2021

**Contract Total:** $2,452,982.80

**Dept:** Stormwater Management

**Contact:** Jamie Lock

**Phone:** 630-407-6705

**Assigned Committee:** Stormwater

**Description of Procurement/Scope of Work/Background:** $2,452,982.80. Redmond Reservoir Expansion Project, Bensenville, IL. Improvements include but are not limited to: earthwork to expand an existing basin, bank stabilization, pump station improvements, paving, and restoration. This project is being funded by the CDBG-DR grant from HUD.

**Reason for Procurement:** Bid No. 18-035-DT

---

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 5000-1520-53820 DR-15
- [ ] Budget Transfer (Date) __________________________ Add'l Information

---

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or Bid # 18-035-DT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid and/or PO# __________________________ Add'l Information
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(b) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILLED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (Include Evaluation Summary if applicable)
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

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**PREPARED BY AND APPROVAL(S) (Initials Only)**

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<th>Recommended for Approval</th>
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**REVIEWED BY (Initials Only)**

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**FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER**

Packet Pg. 107
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ADDISON
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Village of Addison (“Municipality”) are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to
cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Village of Addison, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Village of Addison, 1 Friendship Plaza, Addison, IL 60101; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: David Brummel, Warrenville Mayor (6)
SECONDER: Paul Fichtner, District 1
AYES: Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ADDISON
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 10th day of April 2018 between the Village of Addison (hereinafter referred to as the "Municipality") a body corporate and politic, with offices at 1 Friendship Plaza, Addison, IL 60101 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978. The Municipality and the County are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

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

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

WHEREAS, the Illinois General Assembly has granted the County authority to take action to 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, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (hereinafter referred to as the “MS4s”); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a stormwater management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and
WHEREAS, the stormwater management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the East Branch DuPage River and Salt Creek Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Municipality, the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.

3.2 The County shall be responsible for the scheduling and performance of County Tasks
outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Municipality may submit written requests (“work requests”) to the Director of Stormwater Management (“Director”), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively “County Assets”).

3.5 At the sole discretion of the Director, or his designee, the County may make County Assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County Assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County Assets for any work request is, and shall be subordinate to the County’s use of County Assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County Assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County Assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County Assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County Assets at the Municipality work site.

3.6 While County Assets are mobilized at a Municipality work site, such County Assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times, the County shall retain its rights under Paragraph 3.5 above, in relation to County Assets.

3.7 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as
applicable), coordination of all work items and deliveries, maintaining work site
safety and security, post-work site restoration.

3.8 Nothing in this Agreement shall obligate the Municipality to utilize County
Assets, or any particular County Asset, for any project or work task. In the event
any County Asset is unavailable, the Municipality shall be responsible for
securing a suitable replacement, substitute or stand-in, at the Municipality
expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

4.1 The Municipality shall perform the tasks identified in the Municipality Tasks
Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The Parties shall comply with all municipal, County, state and federal
requirements now in force, or which may hereafter be in force, pertaining to this
Agreement.

5.2 In the event either Party (first party) is requested or required to provide the other
Party (second party) with the first Party’s consent, approval, review or comment
concerning any matter under this Agreement, such request shall not be
unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 For use of County owned equipment and machinery, the Municipality shall pay
the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly
rates of County’s staff. The multiplier includes the County’s cost of overhead and
incidental costs. A chart listing the hourly rates for County’s staff, identified by
position or assignment, is attached and incorporated hereto as Exhibit C.

6.2 For use of County owned equipment and machinery, the Municipality agrees to
compensate the County for County Asset delivered to the designated work site.
Invoiced amounts shall be in accordance with the County’s schedule of fees and
hourly rates incorporated hereto as Exhibits C and D. The County shall invoice
time at half hour increments. The County may invoice labor rates to include
reasonable travel time to and from a work site, time spent idle and, or, on a stand-
by basis (if not caused by the County).
6.3 The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County’s services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced pursuant to the Illinois Prompt Payment Act (50 ILCS 505) of each properly documented invoice for reimbursement.

6.4 The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days’ notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

6.5 Direct expenses may be invoiced to the Municipality at the rates stated in Exhibits C and D. The Municipality shall pay on an actual cost basis without any markup or multiplier.

6.5.1 For all direct expenses costing more than $25.00, the County shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

6.5.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).

6.5.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

6.5.4 The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.

6.6 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.
7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) 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 Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

7.2 To the extent allowed, the Municipality shall have the County Assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.

7.3 The parties do not waive or limit, 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 them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.

8.2 This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

8.3 This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

Stormwater Administrator            Director
Village of Addison                  Stormwater Management
1 Friendship Plaza                  421 N. County Farm Road
Addison, IL 60101                   Wheaton, Illinois 60187

8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

9.1 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 facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

Community Development Department
Attn: Stormwater Administrator
1 Friendship Plaza
Addison, IL 60101
E-mail: JBerley@addison-il.org

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and 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. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

10.1 As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective April 3, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW
12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

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

BY: 

Richard Veenstra
Mayor
Village of Addison

ATTEST BY: 

Lucille Zuccheri
Village Clerk

BY: 

Daniel Cronin
Chairman
DuPage County Board

ATTEST BY: 

Paul Hinds
County Clerk
Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices
and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County’s main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

**Illicit Discharge Detection and Elimination**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County
conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality immediately upon becoming aware of detecting an illicit discharge within the municipal limits of the Municipality. Report the discharge to Public Works – Environmental Services Division at (630) 279-2140 during business hours, and the Non-Emergency Police at (630) 543-3080 after hours. The County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, including local adjudication proceedings, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

Construction Site Storm Water Runoff Control

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Floodplain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Post Construction Storm Water Management in New Development and Redevelopment

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Pollution Prevention / Good Housekeeping for Municipal Operations

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.
The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

**Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

**Annual Reporting**

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement/Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff and consultants, as necessary.

Illicit Discharge Detection and Elimination

The Municipality (Village of Addison) conducts an outfall monitoring program within its limits which is supplementary to the County program as described in Exhibit A. The Village may elect to continue to monitor outfalls and trace illicit discharges within the municipal limits.

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality’s MS4s atlas (system map) and a map/guide of all MS4 outlets within DuPage County within the Municipality’s municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality (and County’s) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.
The Municipality shall grant the County access to all Municipality-owned parcels, Municipality rights-of-way, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, it's performance of the work identified in Exhibit A. In the event the Municipality is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality's IDDE ordinance within the municipal limits of the Municipality.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

**Construction Site Storm Water Runoff Control**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO)

**Post Construction Storm Water Management in New Development and Redevelopment**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Pollution Prevention/Good Housekeeping for Municipal Operations**

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

**Monitoring**

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.
Reporting

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.
Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $33.51</td>
<td>$34.89 - $46.91</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of COUNTY equipment are as follows:

- Crew Leader $45/ hour
- Senior Maintenance Worker $40/ hour
- Maintenance Worker $35/hour
Exhibit D
Standard Rates

Current County equipment list and hourly rates. Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change based on the current IDOT equipment rates and hourly County operator costs.
TELEVISING/FLUSHING CREW COSTS

Televising Crew Costs Per Day:

1 Crew leader ........................................ $392.00
1 Maintenance Worker .............................. $336.00
1 Televising Truck ................................. $600.00

Total: $1,328.00 per day (8 hrs.)

Televising crew/equipment (per hour): $166.00

Televising PLUS Vector for Cleaning:

1 Maintenance Worker .............................. $336.00
1 Vector .............................................. $600.00

Total: $2,264.00 per day (8 hrs.)

Televising with vector (per hour) ............... $283.00

Vector for Cleaning (without televising):

2 Maintenance Workers ......................... $672.00
1 Vector .............................................. $600.00

Total: $1,272.00 per day (8 hrs.)

Vector truck only (per hour) .................... $159.00
# LINING CREW COSTS

**Lining Crew Costs Per Day:**

<table>
<thead>
<tr>
<th>Role</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Crew leader</td>
<td>$392.00</td>
</tr>
<tr>
<td>2 Maintenance Workers</td>
<td>$672.00</td>
</tr>
<tr>
<td>1 Truck &amp; Lining Trailer w equipment</td>
<td>$600.00</td>
</tr>
</tbody>
</table>

**Total:** $1,664.00 per day (8 hrs.)

**Lining crew/equipment (per hour):** $208.00

---

**Material Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liner &amp; Bladder</td>
<td>$17 per ft</td>
</tr>
<tr>
<td>Resin &amp; Catalyst</td>
<td>$5.75 per ft</td>
</tr>
<tr>
<td>Incidental costs</td>
<td>$2.25 per ft</td>
</tr>
</tbody>
</table>

**Total:** $25 per ft
### TELEVISIONING COST PER FOOT

1) **Televising Crew**  
   
   \[
   \text{Televising Crew} = \frac{\$1,328.00}{\text{per day}}
   \]

   \[
   \begin{array}{ccc}
   \text{1,000 feet} & \div & 1,000 \text{ ft.} \\
   \$1,328.00 & \div & 1,000 \text{ ft.} \\
   \hline
   \$1.33 & \text{per ft.}
   \end{array}
   \]

   \[
   \begin{array}{ccc}
   \text{1,500 feet} & \div & 1,500 \text{ ft.} \\
   \$1,328.00 & \div & 1,500 \text{ ft.} \\
   \hline
   \$0.89 & \text{per ft.}
   \end{array}
   \]

   \[
   \begin{array}{ccc}
   \text{2,000 feet} & \div & 2,000 \text{ ft.} \\
   \$1,328.00 & \div & 2,000 \text{ ft.} \\
   \hline
   \$0.66 & \text{per ft.}
   \end{array}
   \]

2) **Televising Crew with Vactor**  
   
   \[
   \text{Televising Crew with Vactor} = \frac{\$2,264.00}{\text{per day}}
   \]

   \[
   \begin{array}{ccc}
   \text{1,000 feet} & \div & 1,000 \text{ ft.} \\
   \$2,264.00 & \div & 1,000 \text{ ft.} \\
   \hline
   \$2.26 & \text{per ft.}
   \end{array}
   \]

   \[
   \begin{array}{ccc}
   \text{1,500 feet} & \div & 1,500 \text{ ft.} \\
   \$2,264.00 & \div & 1,500 \text{ ft.} \\
   \hline
   \$1.51 & \text{per ft.}
   \end{array}
   \]

   \[
   \begin{array}{ccc}
   \text{2,000 feet} & \div & 2,000 \text{ ft.} \\
   \$2,264.00 & \div & 2,000 \text{ ft.} \\
   \hline
   \$1.13 & \text{per ft.}
   \end{array}
   \]

3) **Vactor Crew**  
   
   \[
   \text{Vactor Crew} = \frac{\$1,272.00}{\text{per day}}
   \]
LABOR

Maintenance Worker

1 @ $30 hr. x 8 x 1.4 = $335.00 per day

Crew Leader

1 @ $35 hr. x 8 x 1.4 = $392.00 per day

EQUIPMENT

Vacator

$75 hr. x 8 = $600.00 per day

Televising Truck

$75 hr. x 8 = $600.00 per day
# DuPage County 2017 Hourly Equipment Rates

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Hourly Rental Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>Case</td>
<td>611E (156hp)</td>
<td>$51.97</td>
</tr>
<tr>
<td>2005</td>
<td>Kubota</td>
<td>Mini Excavator</td>
<td>$26.70</td>
</tr>
<tr>
<td>2003</td>
<td>Bobcat</td>
<td>S 250 (75hp)</td>
<td>$32.43</td>
</tr>
<tr>
<td></td>
<td>Bobcat</td>
<td>753</td>
<td>$24.17</td>
</tr>
<tr>
<td>1999</td>
<td>New Holland</td>
<td>Tractor</td>
<td>$19.46</td>
</tr>
<tr>
<td>2004</td>
<td>Bobcat</td>
<td>S 250 (75hp)</td>
<td>$14.71</td>
</tr>
<tr>
<td>2015</td>
<td>Link-Belt</td>
<td>143K3 Excavator</td>
<td>$63.12</td>
</tr>
<tr>
<td></td>
<td>IM</td>
<td>320E End Loader</td>
<td>$40.41</td>
</tr>
<tr>
<td></td>
<td>Case</td>
<td>Backhoe 390 Super L</td>
<td>$32.64</td>
</tr>
<tr>
<td>2000</td>
<td>John Deere</td>
<td>4550</td>
<td>$41.75</td>
</tr>
<tr>
<td></td>
<td>Skyjack</td>
<td>Hi-Lift</td>
<td>$16.71</td>
</tr>
<tr>
<td>2016</td>
<td>BOBCAT</td>
<td>T770 (92hp)</td>
<td>$38.29</td>
</tr>
<tr>
<td>2016</td>
<td>KUBOTA</td>
<td>TRACTOR - MH580HST</td>
<td>$28.30</td>
</tr>
</tbody>
</table>

*Rental Rates Based on equipmentwatch.com rates (bluebook based)*

Rental Rates are based on the following assumptions:

a) Pick-Up Truck and Trailer associated with rental are incidental to the cost
b) DuPage County Maintenance Workers will operate equipment at their Rate Cost
c) Smaller tools associated with project (<6" pumps, generators, saws, chippers, etc) are incidental to the project
d) Trucking costs are at an additional rate (rental cost, permit, tipping fee, etc)

2009 Sterling SEWER MAINTENANCE  
1996 International SEWER MAINTENANCE  
1986 Ford SEWER MAINT.  
1984 Ford FLUSHER TRUCK  
2000 Sterling UNDERGROUND  
1999 Ford SEWER MAINT. FLOW TRUCK  
1983 Ford SLUDGE HAULING
<table>
<thead>
<tr>
<th>Vehicle #</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Dep Code</th>
<th>Lic Plate</th>
<th>Latest Mileage</th>
<th>Serial #</th>
<th>Description of Use</th>
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</thead>
<tbody>
<tr>
<td>SWM 15</td>
<td>1999</td>
<td>Chevy</td>
<td>K-3500 Pick up</td>
<td>29</td>
<td>M117061</td>
<td>13,071</td>
<td>1GCHK33F6X034353</td>
<td>STORMWATER</td>
</tr>
<tr>
<td>SWM 30</td>
<td>2016</td>
<td>Ford</td>
<td>F-350 Pick up</td>
<td>20</td>
<td>M207901</td>
<td>6,397</td>
<td>1FTNXB6626EC61645</td>
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<tr>
<td>SWM 35</td>
<td>2016</td>
<td>Ford</td>
<td>F-350 Utility</td>
<td>20</td>
<td>M208839</td>
<td>6,444</td>
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<tr>
<td>SWM 40</td>
<td>2017</td>
<td>Peterbilt</td>
<td>PB348 DUMP TRUCK</td>
<td>29</td>
<td>M211015</td>
<td>2NP3J104HM434839</td>
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<tr>
<td>SWM 45</td>
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<td>Peterbilt</td>
<td>PB348 CRANE TRUCK</td>
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<td>M211014</td>
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<tr>
<td>SWM B-1</td>
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<td>STIHL</td>
<td>BLOWER BR850</td>
<td>28</td>
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<td>505960435</td>
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<tr>
<td>SWM B-2</td>
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<td>STIHL</td>
<td>BLOWER BR850</td>
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<td>SWM CS-1</td>
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<td>SWM E-1</td>
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<td>KUBOTA</td>
<td>TRACTOR - MXS800HST</td>
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<tr>
<td>SWM E-10</td>
<td>2016</td>
<td>JOHN DEERE</td>
<td>WALK-BEHIND BRUSH CUTTER</td>
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<tr>
<td>SWM E-11</td>
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<td>BIG TEX TRAILER</td>
<td>50LA-1</td>
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<td>16VX182XG2082142</td>
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<td>SWM E-12</td>
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<td>BIG TEX TRAILER</td>
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<td>M992270</td>
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<td>16VE182XG2085027</td>
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<tr>
<td>SWM E-13</td>
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<td>STIHL</td>
<td>CONCRETE SAW TS700-14</td>
<td>29</td>
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<td>180038164</td>
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<tr>
<td>SWM E-14</td>
<td>2016</td>
<td>BRUSH BANDIT</td>
<td>BRUSH CHIPPER 1390 XP</td>
<td>29</td>
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<tr>
<td>SWM E-15</td>
<td>2017</td>
<td>TRAIL KING</td>
<td>TK70 LO-BOY TRAILER</td>
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<td>695130ST</td>
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<tr>
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<td>LAND PRIDE</td>
<td>BRUSH CUTTER - RCF3860</td>
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<tr>
<td>SWM E-4</td>
<td>2016</td>
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<td>RIDING MOWER</td>
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<td>SWM E-5</td>
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<td>KUBOTA</td>
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<tr>
<td>SWM E-6</td>
<td>2016</td>
<td>SCAG</td>
<td>WALK-BEHIND MOWER</td>
<td>29</td>
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<td>61 K910325</td>
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<td>SWM E-7</td>
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<tr>
<td>SWM E-8</td>
<td>2016</td>
<td>HONDA</td>
<td>GENERATOR (TRUCK SWM 35)</td>
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<tr>
<td>SWM E-9</td>
<td>2016</td>
<td>BOBCAT</td>
<td>T770 (92hp)</td>
<td>29</td>
<td></td>
<td></td>
<td>114 AT5012523</td>
<td>MOUNTED ON TRUCK SWM 35</td>
</tr>
</tbody>
</table>

Attachment: Addison IGA (SM-R-0125-18 : Addison NPDES Program IGA)
To: Stormwater Management Committee  
From: Mary Beth Falsey, Stormwater Management  
Subject: Countywide NPDES Permit IGAs  
Date: March 26, 2018  

DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA's NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.  

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with pursuing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HANOVER PARK
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE WEST BRANCH DUPAGE RIVER AND POPULAR CREEK SOUTH BRANCH
WATERSHEDS

WHEREAS, the County of DuPage ("County") and Village of Hanover Park ("Municipality") are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to
cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Village of Hanover Park, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Village of Hanover Park, 2041 Lake Street, Hanover Park, Illinois 60133; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 10th day of April, 2018 at Wheaton, Illinois.

_____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Greg Hart, District 3
AYES: Pojack, Anderson, Brimmel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
STORMWATER MANAGEMENT

To: Stormwater Management Committee

From: Mary Beth Falsey, Stormwater Management

Subject: Countywide NPDES Permit IGAs

Date: March 26, 2018

DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA’s NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with pursuing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HANOVER PARK
AND THE COUNTY OF DUPage, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE WEST BRANCH DUPage RIVER AND POPLAR CREEK SOUTH BRANCH
WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 10th day of April
2018 between the Village of Hanover Park of DuPage and Cook County (hereinafter referred to
as the “Village”) a body corporate and politic, with offices at 2041 Lake Street, Hanover Park,
Illinois 60133 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body
 CORPORATE and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-
3978.

RECITALS

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

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

WHEREAS, the Illinois General Assembly has granted the County authority to take
action to 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems
(MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit
authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of
Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under
ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development,
implementation, and enforcement of a storm water management program designed to reduce the
discharge of pollutants from small municipal storm sewer systems to the maximum extent
practicable to protect water quality, and to satisfy the appropriate water quality requirements of
the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C,
Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and
WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the West Branch DuPage River and Poplar Creek South Branch Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.

3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task
under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.

3.4 For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.

3.5 The Municipality may submit written requests ("work requests") to the Director of Stormwater Management ("Director"), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively "County assets").

3.6 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County’s use of County assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.6 above, in relation to County assets.
3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

3.9 Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

4.1 The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.

5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party’s consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 Total payments to the County under the terms of this Agreement shall not under any circumstances exceed two thousand dollars ($2,000.00). This amount is a “not to exceed” amount. In the event the Municipality directs County to do work which would cause the stated amount to be exceeded, the County shall not be responsible for such work until this Agreement is modified pursuant to Paragraph 8.1, below.

6.2 The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.

6.3 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
6.4 For use of County owned equipment and machinery, the Municipality agrees to
compensate the County for County assets delivered to the designated work site.
Invoiced amounts shall be in accordance with the County’s schedule of fees and
hourly rates incorporated hereto as Exhibit D. The County shall invoice time at
half hour increments. The County may invoice labor rates to include reasonable
time for travel to and from a work site, time spent idle and, or, on a stand-by basis (if
not caused by the County).

6.5 The County and Municipality may agree, in writing, that the County may submit
quarterly invoices, for services rendered. In all other instances, the County shall
submit its invoice no later than sixty (60) days following the completion of the
County’s services at a work site. The County may bill for multiple work sites or
tasks. Each County invoice shall summarize, as applicable, the man-hours and,
or, equipment hours utilized, together with all applicable time, equipment and
material fees charged and an identification of each work site and, or, task. The
Municipality shall pay the County the amount(s) invoiced within thirty (30) days
of receipt of each properly documented invoice for reimbursement.

6.6 The County may, from time-to-time, unilaterally amend its schedule of fees and
hourly rates, and will provide its amended fees and rates to the Municipality with
60 days’ notice. A revised fee and, or, rate shall only be effective after such
written notice is provided. The fees and hourly rates in effect at the time a work
request is submitted shall be the hourly rates and fees paid for that work.

6.7 Direct expenses for completion of all work outside of DuPage County may be
invoiced to the Municipality at the rates stated in Exhibit C. The Municipality
shall pay on an actual cost basis without any markup or multiplier.

6.7.1 For all direct expenses costing more than $25.00, the County shall include
with its invoice to the Municipality, as documentation of such expenses,
including copies of receipts, if any, from third-party vendors, suppliers or
service providers indicating the price(s) paid by the County for such
expensed materials and/or items.

6.7.2 County shall not include computer and vehicle mileage as direct expenses
(but may include parking fees).

6.7.3 The County shall obtain a quote for the cost to perform lab testing of
outfall samples prior to having such lab testing performed. The
Municipality shall approve or deny the request to perform lab testing and, if
approved, shall pay the County the amount charged.
6.7.4 The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.

6.8 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) 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 Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

7.2 To the extent allowed, the Municipality shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.

7.3 The parties do not waive or limit, 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 them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.
8.2 This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

8.3 This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

Director of Public Works
Village of Hanover Park
2041 Lake Street
Hanover Park, IL 60139

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

8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

9.1 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 facsimile transmission and e-mail during regular business hours; or (c) served
by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

Hanover Park Public Works  
Attn: Stormwater Administrator  
2041 Lake Street  
Hanover Park, IL 60139  
E-mail: ASikich@hpil.org

Notices served upon the County shall be directed to:

DuPage County Stormwater Management  
Attn: Director, Stormwater Management  
421 N. County Farm Road  
Wheaton, IL 60187-3978  
E-mail: WaterQuality@dupageco.org

Notices served personally or by facsimile transmission and 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. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

10.1 As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective April 10, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.
12.0 GOVERNING LAW

12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

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

BY:
__________________________
Juliana Maller
Village Manager
Village of Hanover Park

ATTEST BY:
__________________________
Eira Corral Sepulveda
Village Clerk

BY:
__________________________
Daniel Cronin
Chairman
DuPage County Board

ATTEST BY:
__________________________
Paul Hinds
County Clerk
Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of
engaging local residents, organizations, and government agencies in pollution reduction practices and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County’s main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

**Illicit Discharge Detection and Elimination (“IDDE”)**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

County staff shall inspect all outfalls from the Municipality’s storm water system within the DuPage and Cook County portion of the Municipality’s municipal territory to verify the location of every MS4 outlet within the Cook County portion of the Municipality’s municipal territory depicted on the Municipality - provided map/guide of said outlets (“Outfall Monitoring”) and which said utility atlas is attached as Exhibit E. For each outlet inspected, County staff will document the location and photograph the outlet. Outlets not identified on the Municipality’s map/guide will be similarly documented and that information promptly provided to the Municipality. Outfall monitoring within the Cook County portion of Woodridge is estimated to require a total of twenty (20) staff hours. The parties agree that for safety purposes, Outfall Monitoring shall be conducted by teams having at least two (2) staff members. The above estimated time for completion of Outfall Monitoring for the Cook County portion of Hanover Park is based upon ten (10) staff hours multiplied by two (2) staff members = twenty (20) hours. The County shall use best efforts to use a Stormwater Management Intern as one of the team members for Outfall Monitoring, but the actual assignment of County staff shall be at the County’s sole discretion. Actual time spent will be invoiced to the Municipality at the rates listed in Exhibit C.
The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County's investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

**Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Post Construction Storm Water Management in New Development and Redevelopment**
Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFO. The DCCSFO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

Pollution Prevention / Good Housekeeping for Municipal Operations

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.

The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

Monitoring

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

Annual Reporting
The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.
Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality’s municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality’s (and County’s) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality-owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is
unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality’s IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County’s work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

Construction Site Storm Water Runoff Control

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

Post Construction Storm Water Management in New Development and Redevelopment

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

Pollution prevention/ good housekeeping for municipal operations

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.
Reporting

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.
Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures and maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $31.98</td>
<td>$34.89 - $44.72</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of County equipment are as follows:

Crew Leader  $45/hour
Senior Maintenance Worker  $40/hour
Maintenance Worker  $35/hour
Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.
Exhibit E
Storm Sewer Map
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WAYNE TOWNSHIP ROAD DISTRICT AND THE COUNTY OF DUPAGE, ILLINOIS FOR THE IMPLEMENTATION OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN THE WEST BRANCH DUPAGE RIVER AND FOX RIVER WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Wayne Township (“Township”) are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Township have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Township and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Township have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Wayne Township, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this 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 Wayne Township, 4N230 Klein Road, West Chicago, Illinois 60185; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

<table>
<thead>
<tr>
<th>RESULT:</th>
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<th>Next: 5/1/2018 7:30 AM</th>
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</thead>
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<tr>
<td>MOVER:</td>
<td>James Zay, Chair</td>
<td></td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Fichtner, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay</td>
<td></td>
</tr>
</tbody>
</table>
To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Countywide NPDES Permit IGAs
Date: March 26, 2018

DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA’s NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
WAYNE TOWNSHIP ROAD DISTRICT AND THE
COUNTRY OF DUPAGE, ILLINOIS FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE WEST BRANCH DUPAGE RIVER AND FOX RIVER WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 8th day of May 2018
between Wayne Township Road District of DuPage County (hereinafter referred to as the
"Township") a body corporate and politic, with offices at 4N230 Klein Road, West Chicago,
Illinois 60185 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body
corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-
3978.

RECITALS

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

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

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

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES")
Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems
(MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit
authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Township have submitted an Illinois MS4 Notice of
Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under
ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development,
implementation, and enforcement of a storm water management program designed to reduce the
discharge of pollutants from small municipal storm sewer systems to the maximum extent
practicable to protect water quality, and to satisfy the appropriate water quality requirements of
the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C,
Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and
WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Township and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Township have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Township with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the West Branch DuPage River and Fox River Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.
3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Township.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township may submit written requests (“work requests”) to the Director of Stormwater Management (“Director”), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively “County assets”).

3.5 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Township. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Township for any cause at any time. The parties acknowledge and agree that the Township use of County assets for any work request is and shall be subordinate to the County’s use of County assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County assets at the Township work site.

3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessory interest by the Township in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.5 above, in relation to County assets.

3.7 The Township shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as
applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

3.8 Nothing in this Agreement shall obligate the Township to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.

5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party’s consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Township.

6.2 For use of County owned equipment and machinery, the Township agrees to compensate the County for County asset delivered to the designated work site. Invoiced amounts shall be in accordance with the County’s schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).

6.3 The County and Township may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall
submit its invoice no later than sixty (60) days following the completion of the County’s services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Township shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

6.4 The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Township with 60 days’ notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

6.5 Direct expenses for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township shall pay on an actual cost basis without any markup or multiplier.

6.5.1 For all direct expenses costing more than $25.00, the COUNTY shall include with its invoice to the Township, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

6.5.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).

6.5.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Township shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

6.5.4 The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.

6.6 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Township providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.
7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) 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 Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

7.2 To the extent allowed, the Township shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Township.

7.3 The parties do not waive or limit, 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 them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Township.

8.2 This Agreement contains the entire understanding of the County and the Township with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

8.3 This Agreement shall be executed for and on behalf of the County and the Township pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

Wayne Township Road District
4N230 Klein Road
West Chicago, IL 60185
Attn: Martin McManamon

Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Stormwater Management

8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

9.1 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 facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Township shall be directed to:

Wayne Township
Highway Commissioner
Attn: Commissioner Martin McManamon
4N230 Klein Road West Chicago, IL 60185
Email: wrd@sbcglobal.net

Notices served upon the County shall be directed to:
DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
E-mail: WaterQuality@dupageco.org

Notices served personally or by facsimile transmission and 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. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

10.1 As will be used for staff and budget requirements, the County and the Township agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective May 8, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted, and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW

12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the
party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

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

BY: 
Martin McManamon
Highway Commissioner
Wayne Township Road District

ATTEST BY: 
Brandi Fike Ramundo
Township Clerk

BY: 
Daniel Cronin
Chairman
DuPage County Board

ATTEST BY: 
Paul Hinds
County Clerk
Exhibit A
Scope of Work
County Tasks

Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County, municipal, and township offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/ Participation

The County will inform the public of watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify “environmental justice areas” as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage local residents, organizations, and government agencies in pollution reduction practices and volunteer
opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County's main watersheds to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

Illicit Discharge Detection and Elimination ("IDDE")

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the limits of the Township utilizing County personnel and equipment.

The County will provide the Township with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Township, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Township within a reasonable time prior to the County
conducting dye testing as part of tracing procedures.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

**Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet.

**Post Construction Storm Water Management in New Development and Redevelopment**

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet.

**Pollution Prevention / Good Housekeeping for Municipal Operations**

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County, Townships, and Municipalities on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.

The County will create and update checklists and/or guidance materials to assist staff from the County and Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

**Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek
Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

Annual Reporting

The County agrees to prepare the countywide annual report on behalf of the Township and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Township.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Township will be responsible for promoting and advertising educational events and workshops within its jurisdictions. Townships are responsible for distributing educational materials to residents within the Township. The Township will also be responsible for ensuring their own staff attends workshops on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Township will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Township will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Township agrees to provide the County with a current storm sewer atlas.

The Township agrees to provide annual updates of the storm sewer atlas to the County.

The Township agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Township as the County deems necessary.

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.
Pollution prevention/ good housekeeping for municipal operations

The Township will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

The Township shall provide to the County locations and details on BMPs implemented as part of the NPDES program within its jurisdictions for inclusion in the BMP inventory.

Reporting

The Township will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Township will be responsible for posting the Annual Report on its website or providing a link on its website to the Countywide Annual Report.
Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 -  $15.40</td>
<td>$14.00 -  $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 -  $30.92</td>
<td>$32.20 -  $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 -  $31.02</td>
<td>$32.31 -  $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 -  $33.51</td>
<td>$34.89 -  $46.91</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 -  $43.81</td>
<td>$45.63 -  $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 -  $34.61</td>
<td>$37.74 -  $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 -  $38.95</td>
<td>$33.60 -  $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 -  $44.36</td>
<td>$46.20 -  $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of County equipment are as follows:

Crew Leader  $45/ hour
Senior Maintenance Worker  $40/ hour
Maintenance Worker  $35/hour
Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Township.