1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON
   A. Public Meeting - Regional Water Quality Program
   B. Discussion

4. CHAIRMAN'S REPORT
   A. Jennifer Boyer's 20 Year Anniversary

5. APPROVAL OF MINUTES
   A. Stormwater Management Committee - Planning Committee - Tuesday January 2nd, 2018

6. CONSENT AGENDA
   A. Consent Item -- Broadway Electric Inc. 2150-1 SERV Decrease and Close Contract
   B. Consent Item -- Knight E/A Inc. 1770-1 SERV Decrease and Close Contract

7. CLAIMS REPORTS
   A. Payment of Claims -- Schedule of Claims - January

8. BUDGET TRANSFERS
   A. Budget Transfers -- Approval of transfer of funds- $30,000.00 from 1600-3000-53010 (Engineering/Architectural Services) to 1600-3000-53090 (other Professional Services). This Budget adjustment needed to cover FY17 total cost, which included items to be reimbursed by grants.

9. STAFF REPORTS
A. Staff Reports -- DuPage County Stormwater Management January 2018 E-Newsletter Currents

B. Staff Reports -- Floodplain Mapping Update

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 -- Meacham Grove Flood Control Facility

F. Staff Reports -- WQIP Grant 2018

G. Staff Reports -- CMAP ON TO 2050 Regional Flooding Strategy Paper

H. Staff Reports -- Decrease and Close Contracts under $10,000

10. ACTION ITEMS

A. SM-R-0059-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Glen Ellyn and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and East Branch DuPage River Watersheds

B. 2018-57 Recommendation for the approval of a contract purchase order to AECOM Technical Services, Inc., for Professional On-Call Stormwater Management Community Audit Services, for Stormwater Management, for the period 2-6-18 through 2-28-19, for a contract amount not to exceed $15,000.00 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.

C. SM-P-0035-18 Recommendation for the approval of a contract purchase order to ComEd, for electric utility services, for various Stormwater Management facilities, for Stormwater Management, for the period of March 1, 2018 through March 1, 2019, for a total contract amount not to exceed $34,000.00; (Public Utility)

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT
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

There was no Public Comment.

4. CHAIRMAN'S REPORT

A. Julia England's 10 Year Anniversary

Chairman Zay and Director Charlton presented Division Assistant I Julia England with an anniversary award for 10 years of dedicated service to DuPage County.

5. APPROVAL OF MINUTES

A. Stormwater Management Committee - Planning Committee - Dec 5, 2017 7:30 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

6. CONSENT AGENDA

A. Consent Item -- Martam Change Order - Liberty Park Drainage Improvements Project, to add line items to the contract, with no change to the contract dollar amount.
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Sean T Noonan, District 2
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

7. CLAIMS REPORTS

A. Payment of Claims -- Schedule of Claims - December

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

8. STAFF REPORTS

The motion was to combine and place on file.

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

A. Staff Reports -- DuPage County Stormwater Management December 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

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

D. Staff Reports -- Wayne Oaks Dam and Reservoir

9. PRESENTATION

A. Accela Permitting Software

Project Engineer Lucy Chang gave a presentation on the Accela Permitting Software. Staff answered all questions posed by the Committee.

10. ACTION ITEMS
A. SM-CO-0001-18 Recommendation to approve amendment to County Contract 2348-1 SERV, issued to ComEd, for electrical energy supply services to various Stormwater Management facilities, to increase the contract $8,000.00 to pay final invoices, for an amended Contract total amount not to exceed $32,000.00, an increase of 33.33%.

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

B. SM-R-0030-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Downers Grove 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

\Motion by Member Coyne, seconded by Member Brummel to combine Agenda Items 10 B, 10 C, 10 D and 10 E. Motion by Member Grant, seconded by Member Brummel to approve Agenda Items 10 B, 10 C, 10 D and 10 E. On a voice vote all members present voted aye. Motion carried.

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

C. SM-R-0031-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Clarendon Hills and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Des Plaines River and Salt Creek Watersheds

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully
D. SM-R-0032-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Lombard and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds

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

E. SM-R-0033-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Glendale Heights and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds

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

11. INFORMATIONAL

A. PW-P-0019-18 Recommendation for the approval of a contract purchase order to Xylem Water Solutions USA, Inc., for the purchase of two (2) Goodwin pumps (used) for de-watering and bypass pumping during emergency situations, for Public Works, Drainage, and Stormwater Management, for a contract total amount not to exceed $60,000.00 ($20,000.00 per Department), per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - used equipment

Motion was to approve 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

12. OLD BUSINESS

There was no Old Business.
13. NEW BUSINESS
There was no New Business.

14. EXECUTIVE SESSION

15. ADJOURNMENT
Motion by Member Hart, seconded by Member Brummel to adjourn the meeting at 7:47 AM. On a voice vote all members present voted aye. Motion carried.
**Request for Change Order**

**Procurement Services Division**

**Date:** Jan 22, 2018

**MinuteTraq (IOM2) ID:** 11819

**Purchase Order #: 2150-1 SERV**

**Original Purchase Order Date:** Nov 9, 2016

**Change Order #: 1**

**Vendor Name:** Broadway Electric Inc.

**Vendor #: 23090**

**Department:** Stormwater Management

**Dept Contact:** Alicia Favela

**Background and/or Reason for Change Order Request:**

($40,109.00) Decrease and Close Contract

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

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

---

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$94,654.00</td>
<td></td>
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<table>
<thead>
<tr>
<th>B</th>
<th>Net $ change for previous Change Orders</th>
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<tr>
<td>$0.00</td>
<td></td>
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<table>
<thead>
<tr>
<th>C</th>
<th>Current contract amount (A + B)</th>
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<td>$94,654.00</td>
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<thead>
<tr>
<th>D</th>
<th>Amount of this Change Order</th>
<th>Increase</th>
<th>Decrease</th>
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<tr>
<td>($40,109.00)</td>
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<thead>
<tr>
<th>E</th>
<th>New contract amount (C + D)</th>
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<td>$54,545.00</td>
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<table>
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<tr>
<th>F</th>
<th>Percent of current contract value this Change Order represents (D / C)</th>
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<tbody>
<tr>
<td>42.37%</td>
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</table>

<table>
<thead>
<tr>
<th>G</th>
<th>Cumulative percent of all Change Orders (B+D/A), (60% maximum on construction contracts)</th>
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</thead>
<tbody>
<tr>
<td>42.37%</td>
<td></td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Change budget code from: ___________________________ to: ___________________________
- [ ] Increase/Decrease quantity from: ___________________________ to: ___________________________
- [ ] Price shows: ____________ should be: ___________________________
- [X] 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) Phone Ext**

<table>
<thead>
<tr>
<th>apf</th>
<th>6698</th>
<th>Jan 22, 2018</th>
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</table>

**Recommended for Approval (Initials) Phone Ext Date**

<table>
<thead>
<tr>
<th>A</th>
<th>Q</th>
<th>1-22-18</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q</td>
<td>01-25-18</td>
<td>Q</td>
<td>1-25-18</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000) Date</th>
<th>Chairman's Office (Decision Memos Over $25,000) Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>SM 2-6-18</td>
<td></td>
</tr>
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</table>
## Request for Change Order

**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1770-1 SERV</th>
<th>Original Purchase Order Date: Jun 2, 2015</th>
<th>Change Order #: 1</th>
<th>Department: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Knight E/A Inc.</td>
<td>Vendor #: 11046</td>
<td></td>
<td>Dept Contact: Alida Favela</td>
</tr>
</tbody>
</table>

### Background and/or Reason for Change Order Request:
- ($11,122.00) Decrease and Close Contract

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- [ ] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [x] (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</td>
<td>Starting contract value $215,000.00</td>
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<td>B</td>
<td>Net $ change for previous Change Orders $0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B) $215,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order [x] Decrease ($11,122.00)</td>
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<td>E</td>
<td>New contract amount (C + D) $203,878.00</td>
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<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C) 4.77%</td>
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<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 1.47%</td>
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**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:  
- [x] 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:

**Reviewed By (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
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<tbody>
<tr>
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<td>1/29/18</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
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**CONSENT AGENDA**

Packet Pg. 9

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Kipps Lawnmower Sales</td>
<td>Chain Loop</td>
<td>$43.90</td>
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<tr>
<td>American Surveying Engineering</td>
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<td>Sherwin-Williams</td>
<td>Paint</td>
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<td>KLF Enterprises</td>
<td>Demolition</td>
<td>$89,691.30</td>
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<tr>
<td>Office Depot</td>
<td>Various supplies</td>
<td>$100.88</td>
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<tr>
<td>Russo Power Equipment</td>
<td>blades &amp; Mirrors</td>
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<td>KLF Enterprises</td>
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<td>DPCC</td>
<td>Catering service 12/7/17</td>
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<td>American Surveying Engineering</td>
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<tr>
<td>HLR Inc.</td>
<td>Native Vegetation Management</td>
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<tr>
<td>City of Elmhurst</td>
<td>Police Dept. Rain Garden</td>
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<td>Office Depot</td>
<td>monitor riser</td>
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<td>Chicago Testing Laboratory</td>
<td>Prof. Construction Services</td>
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<td>Office Depot</td>
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<td>$24.34</td>
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<td>pocket folder</td>
<td>$3.71</td>
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<tr>
<td>Swanson Flo</td>
<td>Motor for Quarry</td>
<td>$668.38</td>
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<td>Sherwin-Williams</td>
<td>paint</td>
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<td>Office Depot</td>
<td>pop-up notes</td>
<td>$9.65</td>
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<tr>
<td>A Block</td>
<td>Tandem Dump Truck tipping</td>
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<tr>
<td>A Block</td>
<td>10 Wheel Truck tipping</td>
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</tr>
<tr>
<td>Grainger</td>
<td>Bracket &amp; holder</td>
<td>$91.74</td>
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<tr>
<td>City of Wood Dale</td>
<td>Water &amp; Sewer bill</td>
<td>$6.36</td>
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<td>Christopher B. Burke</td>
<td>Outreach &amp; Education</td>
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<td>Wheaton Sanitary</td>
<td>sewer charges 624 Pershing</td>
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<td>Office Depot</td>
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<td>4th Qtr. Labor Charges</td>
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<td>Office Depot</td>
<td>wall calendar</td>
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<tr>
<td>Supplier</td>
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<tr>
<td>------------------------------</td>
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<tr>
<td>Office Depot</td>
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<td>AT &amp; T</td>
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<td>USB’s</td>
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<td>$130.22</td>
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<td>Nicor Gas</td>
<td>natural gas services</td>
<td>$30.58</td>
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<td>AT &amp; T</td>
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<td>$120.43</td>
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<td>internet services</td>
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<td>Warehouse Direct</td>
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<td>Comcast</td>
<td>ethernet services</td>
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<td>sewer &amp; water 624 Pershing</td>
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<td>JMS Environmental</td>
<td>Services for 3903 N. Adams</td>
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<td>A Block</td>
<td>Tandem Dump Truck tipping</td>
<td>$30.00</td>
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<td>A Block</td>
<td>Tandem Dump Truck tipping</td>
<td>$30.00</td>
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<td>$30.00</td>
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<td>$200.43</td>
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<tr>
<td>Grainger</td>
<td>ear plug dispensers</td>
<td>$175.36</td>
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<tr>
<td>North Central College</td>
<td>Paver Walkway &amp; Rain Gardens</td>
<td>$46,880.00</td>
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<td>SCARCE</td>
<td>Water Quality Education</td>
<td>$4,278.75</td>
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<td>Conservation Design Forum</td>
<td>River Hydrology Phase 2</td>
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<td>DPCC</td>
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**DuPage County, Illinois**

**BUDGET ADJUSTMENT**

**Effective September 21, 2018**

**Stormwater Management**

**Company/Accounting Unit Name**

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**Total** $30,000.00

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**Total** $30,000.00

**Reason for Request:**

Budget adjustment needed to cover FY17 total costs, which includes items to be reimbursed by grants.

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**Finance Department Use Only**

**Fiscal Year 2017**

**Budget Journal #**

**Account Period**

**Entered By/Date**

**Released By/Date**

**Posted By/Date**

S M 2-6-18

FIN 2/13

CB
To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management January 2018 E-Newsletter Currents
Date: January 30th, 2018
Stormwater Management Hosting Winter Watershed Workshops

The winter watershed workshops will kick off on January 31 focusing on Salt Creek.

In partnership with The Conservation Foundation, DuPage County Stormwater Management (SWM) will host a series of watershed workshops this winter to connect environmentally minded individuals and organizations in preserving local streams and rivers. The lunch workshops will be held January 31 (Salt Creek), February 15 (West Branch DuPage River) and February 22 (East Branch DuPage river) from noon to 1:30p.m. Speakers will discuss detention basin retrofit projects identified within each of the respective watersheds, as well as examples and funding opportunities for such projects.

More Details

@lovebluedupage   /lovebluedupage   @lovebluedupage
In December, Golf Digest awarded the Forest Preserve District of DuPage County’s The Preserve at Oak Meadows (Addison) with their 2017 Green Star award. The award recognizes golf courses that exemplify sustainable and innovative environmental practices. Partially funded by SWM, the recently completed restoration project at The Preserve at Oak Meadows improved its capacity to hold stormwater runoff, both reducing flooding and improving the quality of Salt Creek.

More Details

DuPage County Seeking Input

The DuPage County Stormwater Management Committee will be collecting input on SWM’s water quality program during its meeting on February 6 at 7:30am in the County Board Room at the County’s Administration Building (421 N. County Farm Rd., Wheaton). Specifically, SWM will collect comments on the County’s adequacy in fulfilling Illinois Environmental Protection Agency requirements.

More Details

UPCOMING EVENTS

iLandscape: The Illinois + Wisconsin Landscape Show

Wednesday, January 31 - Friday, February 2, 2018, All Day

iLandscape is the Midwest's biggest show geared towards the landscape industry. The show features opportunities for lawn and landscape professionals, equipment dealers and construction businesses to view the newest products, technology and best practices. SWM staff is also leading a discussion table. It will be held at the Renaissance Schaumburg Convention Center (1551 N. Thoreau Dr.), and registration costs vary.

More Details
UPCOMING EVENTS (con’t)

Getting to the Heart of Better Soil through Composting

*Wednesday, February 14, 2018, 8:30 A.M. - 11:30 A.M.*

Join Seven Generations Ahead, SCARCE, DuPage County, Kane County and the Illinois Food Scrap Coalition for an educational forum aimed at helping landscape, turf and farm managers understand the uses and benefits of food scrap amended compost. Attendees will learn about using compost to improve soil quality. This free forum will be held at Cantigny Park (1S151 Winfield Rd., Wheaton).

More Details

West Branch DuPage River Watershed Workshop

*Thursday, February 15, 2018, Noon - 1:30 P.M.*

SWM and The Conservation Foundation are hosting a free lunch workshop for organizations and individuals concerned with protecting the West Branch DuPage River Watershed. Speakers will discuss detention basin retrofit projects identified in local water quality watershed plans, as well as examples and funding of such projects. It will be held at the Naperville Municipal Center (400 S. Eagle St.).

More Details

IAFSM Stormwater Funding Seminar

*Wednesday, February 21 - Thursday, February 22, 2018, All Day*

The Illinois Association for Floodplain and Stormwater Management (IAFSM) is hosting a two-day seminar to discuss funding for stormwater projects in Northeastern Illinois, including grant programs, stormwater utilities and other non-traditional funding opportunities. It will be held at the Metropolitan Water Reclamation District's Stickney Plan (600 W. Pershing Rd., Cicero), and registration costs vary.

More Details

East Branch DuPage River Watershed Workshop

*Thursday, February 22, 2018, Noon - 1:30 P.M.*

SWM and The Conservation Foundation are hosting a free lunch workshop for organizations and individuals concerned with protecting the East Branch DuPage River Watershed. Speakers will discuss detention basin retrofit projects in the St. Joseph Creek Water Quality-Based Watershed Plan, as well as examples and funding of such projects. It will be held at the Lombard Village Hall (255 E. Wilson Ave.).

More Details

MS4 Implementation Seminar

*Tuesday, February 27, 2018, 8:00 A.M. - 1:30 P.M.*

The Illinois Water Environment Association (IWEA) and Environmental & Water Resources Institute (EWRI) are hosting a half-day seminar on Illinois Municipal Separate Storm Sewer System (MS4) program implementation, which includes a presentation from SWM staff. It will be held at Chandler's Chop House (401 N. Roselle Rd., Schaumburg), and registration costs vary.

More Details
Winter Botany Class

*Wednesday, February 28, 2018, 8:30 A.M. - 4:00 P.M.*

Sponsored by SWM, this one-day class prepares students to identify common plant species using winter characteristics. The day is spent in the classroom learning winter botanical terminology, observing collected specimens and learning how to identify them. It will be held at the DuPage County Family Center (422 N. County Farm Rd., Wheaton), and the cost is $95 per person.

More Details
To: Stormwater Management Committee
From: Christine Klepp, Sr Project Engineer
Subject: Floodplain Mapping Update
Date: January 29th, 2018

The Illinois State Water Survey (ISWS) mailed all comment acknowledgement letters in mid-December to those communities and individuals that submitted a formal comment regarding the Revised Preliminary floodplain maps. Comment resolution letters will not be sent out until after the 90-day appeal period has ended. Formal notice regarding the appeal period process was published in the Federal Register on December 29, 2017. The 90-day appeal period is expected begin in mid to late February, which is about one month later than what was presented at the Open House meeting in late July of 2017.

Staff continues to work on specific comment resolutions with ISWS staff. County consultants continue to work on those watersheds where proposed changes were not approved by the IDNR-OWR. Additional time is also being spent on addressing certain comments submitted regarding areas on Sawmill Creek and St. Joseph Creek. FEMA staff is reaching out directly to the City of Elmhurst regarding the non-levee embankment issue near Rt. 83 and St. Charles Road.

Our next conference call with the ISWS is on March 2, 2017.
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

Date: January 26th, 2018

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

**Flood Control Improvements at Graue Mill (Hinsdale, IL).** Awarded to Rausch Infrastructure, the final phase commenced on October 3, 2017. Progress has been made on storm sewer installation, earthen berm construction, sheet pile flood wall construction, and asphalt placement. The contractor was originally committed to continue with construction throughout the winter months, but inclement weather caused them to demobilize from the site. Crews are expected to return around March 5, 2018 to complete the project. The project is expected to be substantially complete by late Spring. The remaining phases 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 in April 2017, this project will replace the existing gate at Spring Creek Reservoir that currently experiences continuous leakage requiring the dewatering pumps to run excessively. Additionally, the existing controls at the facility will be updated. The new gate and other components are currently in fabrication. The project is scheduled to break ground in the beginning of March, with an expected substantial completion date of June 30, 2018.

**Liberty Park Drainage Improvements Project (Westmont, IL).** Primarily located in unincorporated Westmont, this area experienced flooding during the April 2013 storm event. The project was awarded to Martam Construction and commenced on October 2, 2017. Several components of the project have been completed, including clearing, storm sewer installation, electrical work, grading to expand an existing detention basin, asphalt paving, and some restoration including seed and sod. The contractor is currently working on installation of the pump station components. 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: January 26th, 2018
### Upcoming DuPage County Stormwater Management (SWM) Events

<table>
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<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 Day</td>
<td>9am-11:30am</td>
<td>2018 Landscape Show (Before Jan 31)</td>
<td>Illinois Landscape Contractors Association</td>
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<td>Renaissance Schaumburg Convention Center (1561 Thomas Dr., Schaumburg)</td>
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<td>14th</td>
<td>9am-11:30am</td>
<td>Get the Scoop on Composting</td>
<td>SCARCE</td>
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<td>Noon-1:30pm</td>
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<td>Naperville Municipal Center (400 E. Eagle St., Naperville)</td>
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<td>SWMTCF Seminar</td>
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<td>Lombard Village Hall (215 W. Wilson St., Lombard)</td>
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<td>20th</td>
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<td>Green STEM, Water Dynamics</td>
<td>SWMTSCARCE</td>
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<td>Courtyard</td>
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<td>2019 SWMT Annual Conference</td>
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<td>9am-Noon</td>
<td>DuPage River Sweep</td>
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To: Stormwater Management Committee

From: Christopher Vonnahme, Sr Project Engineer

Subject: Meacham Grove Flood Control Facility

Date: January 30th, 2018

The Meacham Grove Flood Control Facility is located within the Village of Bloomingdale at the northeast corner of Lake Street and Roselle Road within the Meacham Grove Forest Preserve. This flood control project was identified in the Lower Salt Creek Watershed Plan that was approved by the DuPage County Board in 1991. The Meacham Grove Reservoir, also known as Maple Lake, was constructed on the site of a former sand and gravel quarry. The project consists of two earthen dams with box culverts to allow base flows to pass beneath the dams. Also included is a diversion channel, labyrinth weir with baffle blocked spillway and an emergency spillway. The cost for the design and construction of the flood control project was approximately $3.5 million and was split evenly between DuPage County and the Forest Preserve District of DuPage County. The facility was completed in 1996.

The Meacham Grove Reservoir is an off-line storage reservoir along Springbrook Creek which is the largest tributary to Salt Creek. During heavy rainfall events the dams restrict the amount of flow going downstream. Floodwaters accumulate in a wetland area upstream of the dams. As water elevations in Springbrook and the adjacent wetland area rise, they eventually get high enough to flow over the labyrinth weir and down the spillway into the reservoir. The floodwaters are temporarily stored within the reservoir providing flood control benefits to residential and business structures located downstream. The reservoir and adjacent wetland area provide 575 acre-feet, or 187 million gallons, of stormwater storage for the Springbrook watershed. As Springbrook recedes following the event, stormwater flows by gravity through a storm sewer back to Springbrook near Circle Avenue.

The Meacham Grove Forest Preserve encompasses 235 acres of land. The Forest Preserve District is responsible for the routine maintenance associated with the site, including trash and debris removal, managing turf areas, and overall site security. DuPage County is responsible for repairs or modifications to components of the project related to flood control or stormwater management.
Applications for Stormwater Management’s Water Quality Improvement Program were due on January 12, 2018. A total of 15 applications were received for FY2018 with a total of $1,498,927 in funding requested. Based on allocated funding, Stormwater Management potentially funds up to twenty-five percent of construction, maintenance, and monitoring costs for the selected projects. The staff review team is in the process evaluating and ranking the projects based in the criteria outlined in the application packet. Recommendations will be brought to the Committee in March.
The Chicago Metropolitan Agency for Planning (CMAP) recently released a strategy paper focusing on stormwater and flooding in the region for CMAP’s ON TO 2050 plan, their new comprehensive plan for the region. Scheduled to be released in late 2018, ON TO 2050 will help the seven counties and 284 communities of northeastern Illinois implement strategies that address transportation, housing, economic development, open space, the environment and other quality-of-life issues.

The latest strategy paper includes an overview of flooding issues facing the region and potential solutions, as well as the Regional Flooding Susceptibility Index that shows the prevalence of both riverine and urban flooding. DuPage County Stormwater Management contributed to this paper by helping to develop and refine the Regional Flooding Susceptibility Index and provide critical information and feedback on components of the paper.

- The Stormwater and Flooding Strategy Paper can be found at [http://www.cmap.illinois.gov/documents/10180/653821/FY18-0051+STORMWATER+AND+FLOODING_FINAL.pdf/42e7f8b1-e9ed-b7b5-0eeb-a03f4a51dee7](http://www.cmap.illinois.gov/documents/10180/653821/FY18-0051+STORMWATER+AND+FLOODING_FINAL.pdf/42e7f8b1-e9ed-b7b5-0eeb-a03f4a51dee7). It examines the impacts of flooding and explores potential ON TO 2050 recommendations for protecting communities.

- The Regional Flooding Susceptibility Index can be found on CMAP’s Data Hub at [https://datahub.cmap.illinois.gov/group/on-to-2050-report-data](https://datahub.cmap.illinois.gov/group/on-to-2050-report-data) with the index rasters, metadata and methodology. CMAP developed urban and riverine flooding susceptibility indexes to identify priority areas across the region for flooding mitigation activities.

CMAP is currently collecting input on the Regional Flooding Susceptibility Index, as well as how to implement it. Stormwater Management staff will evaluate the tool and provide ongoing input.
To: Stormwater Management Committee

From: Alicia Favela, Div. Asst I

Subject: Decrease and Close Contracts under $10,000

Date: January 25th, 2018
## Decrease and Close Contracts under $10,000

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<tr>
<th>PO-Number</th>
<th>Vendor</th>
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<th>DESCRIPTION</th>
<th>Amount Remaining</th>
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INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF GLEN ELLYN
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE WEST BRANCH DUPAGE RIVER AND EAST BRANCH DUPAGE RIVER
WATERSHEDS

WHEREAS, the County of DuPage ("County") and Village of Glen Ellyn
("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
Resolution
SM-R-0059-18

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 Glen Ellyn, 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 Glen Ellyn, 535 Duane Street, Glen Ellyn, Illinois 60137; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
P AUL HINDS, COUNTY CLERK
To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Countywide NPDES Permit IGAs
Date: January 29, 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
THE VILLAGE OF GLEN ELLYN
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND WEST BRANCH DUPAGE RIVER
WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 6th of February, 2018 between the Village of Glen Ellyn of DuPage County (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 535 Duane Street, Glen Ellyn, Illinois 60137 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 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, 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 West Branch DuPage 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 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 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 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 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 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 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 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 Exhibit 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.

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:

Village of Glen Ellyn  
Public Works Department  
30 South Lambert Road  
Glen Ellyn, Illinois 60137  
Attn: Utilities Superintendent

DuPage County  
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 Municipality shall be directed to:

Village of Glen Ellyn  
Public Works Department  
Attn: Utilities Superintendent  
30 South Lambert Street  
Glen Ellyn, IL 60137  
Email: jhubsky@glenellyn.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 February 6th, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent 5-year 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: ____________________________________________
Diane McGinley
President
Village of Glen Ellyn

ATTEST BY: ______________________________________
John Chereskin
Village 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 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.

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 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 1<sup>st</sup> 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 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, 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.

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 (“DCCSFPPO”).

**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 DCCSFPPO.

**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.
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 by providing 60 days written notice to the Municipality.
Requisition under 25k dollars

2018-57
Requisition under 25k dollars

2018-57

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>January 24, 2018</td>
<td>$15,000</td>
<td>2-6-18 THRU 2-28-19</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 and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>01/24/2018 3:36 PM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>01/24/2018 3:42 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>01/25/2018 8:45 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>01/30/2018 3:07 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>01/31/2018 7:31 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/02/2018 9:27 AM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Pending</td>
<td>02/06/2018 7:30 AM</td>
</tr>
</tbody>
</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: AECOM</th>
<th>Vendor #: 10831</th>
<th>Contract Term: 2/6/18-2/28/19</th>
<th>Contract Total: $15,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Matthew Ince</td>
<td>Phone: (312) 373-6692</td>
<td>Assigned Committee: Stormwater</td>
</tr>
</tbody>
</table>

Description of Procurement/Scope of Work:
Professional environmental engineering services to assist the County in performing community audits associated with requirements under the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance).

Reason for Procurement:
County staff needs assistance in performing community audits under the Ordinance. Community audits have only occurred periodically, historically, and demand large amounts of time to complete. Staffing up for such a limited and time-consuming project would not be practical.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): FY18 1600-3000-53010
☐ 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 # ________________ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(6) (attach sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ________________
☐ 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)

Clayton Heffter Jan 24, 2018形成的
Recommended for Approval 1-25-18

Reviewed By (Initials Only)

Buyer 01-30-18 Procurement Officer Date 1-30-18

Chief Financial Officer (Decision Memos Over $25,000) 1-31-18 Chairman's Office (Decision Memos Over $25,000) Date

SM-2-6-18

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 53
**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.

<table>
<thead>
<tr>
<th>Requesting Department: Stormwater Management</th>
<th>Department Contact: Clayton Heffter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:clayton.heffter@dupageco.org">clayton.heffter@dupageco.org</a></td>
<td>Contact Phone: (630) 407-6729</td>
</tr>
<tr>
<td>Vendor Name: AECOM</td>
<td>Vendor #: 10831</td>
</tr>
</tbody>
</table>

**Date:** Jan 24, 2018

**MinuteTraq (IQM2) ID #:** 

**Department Requisition #:** 16001802

---

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

Staff recommends entering into a contract in the amount of $15,000.00 with AECOM for their professional services.

---

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

The DuPage County Countywide Stormwater and Flood Plain Ordinance requires a review of waiver community stormwater programs to evaluate the implementation and enforcement of each program. County staff needs assistance in performing community audits under the Ordinance. Historically, community audits have only occurred periodically, and demand large amounts of time to complete. Staffing up for such a limited and time-consuming project has not been practical.

---

**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.

- **Customer Service**

  - Community audits are intended to assist waiver communities and the countywide certification programs by assessing how effectively the Ordinance is being implemented.
  - Community audits allow assurances to both the County and the waiver community that any implementation problems are identified and corrected in order to promote effective, equitable, acceptable, and legally compliant stormwater management.

---

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

- AECOM staff has extensive knowledge of the administration and permitting process of the Ordinance, as well as County policy and can review community files to determine if communities are following the Ordinance requirements.
- AECOM does not provide extensive Ordinance consulting services in DuPage County, so the potential for conflict of interest with their existing clients is low.

---

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

1) Approve AECOM for community audit assistance.
2) Have County staff complete the work (not recommended as DuPage County does not currently have staff time to complete the required services).
3) No action (not recommended as the Ordinance requires regular community audits to ensure both the County and waiver community that any implementation problems are identified and corrected.

---

**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.

- **Current FY 2018 and FY 2019**
- Contract service total $15,000.00
- Funds available 1600-3000-53010

---

Attachment: Decision Memo AECOM (2018-57 : AECOM Audit Contract)
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:
<table>
<thead>
<tr>
<th>Vendor: AECOM</th>
<th>Vendor #: 10831</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Matthew Ince</td>
<td>Email: <a href="mailto:matthew.ince@aecom.com">matthew.ince@aecom.com</a></td>
</tr>
<tr>
<td>Address: 303 E. Wacker Dr., Suite 1400</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (312) 373-6692</td>
<td>Fax: (312) 373-6800</td>
</tr>
</tbody>
</table>

### Send Invoices To:
<table>
<thead>
<tr>
<th>Vendor: AECOM</th>
<th>Vendor #: 10831</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Clayton Heffter</td>
<td>Email: <a href="mailto:clayton.heffter@dupageco.org">clayton.heffter@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd.</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (630) 407-6729</td>
<td>Fax: (630) 407-6701</td>
</tr>
</tbody>
</table>

### Send Payments To:
<table>
<thead>
<tr>
<th>Vendor: AECOM</th>
<th>Vendor #: 10831</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Matthew Ince</td>
<td>Email: <a href="mailto:matthew.ince@aecom.com">matthew.ince@aecom.com</a></td>
</tr>
<tr>
<td>Address: 303 E. Wacker Dr., Suite 1400</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (312) 373-6692</td>
<td>Fax: (312) 373-6800</td>
</tr>
</tbody>
</table>

### Ship To:
| Dept: DuPage County Stormwater Division: |
| Attn: Clayton Heffter | Email: clayton.heffter@dupageco.org |
| Address: 421 N. County Farm Rd. |
| City: Wheaton | State: IL | Zip: 60187 |
| Phone: (630) 407-6729 | Fax: (630) 407-6701 |

### Payment Terms
- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**
- **PO 25 only**

### PER 50 ILCS 505/1
- **Destination**
- **Contract Administrator**
- **Contract Start Date**
- **Contract End Date**

### LN  Qty  UOM  Item Detail (Product #)
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 1 EA</td>
</tr>
<tr>
<td>This contract is for professional services to assist the County in performing community audits associated with requirements under the DuPage County Countywide Stormwater and Flood Plain Ordinance</td>
</tr>
</tbody>
</table>

### FY  Dept #  Acct #  Sub-Accts and/or Activity #  Unit Price  Extension
| 18 1600 3000 53010 15,000.00 |

### Requisition Total $ 15,000.00

**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):
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL ON-CALL STORMWATER MANAGEMENT COMMUNITY AUDIT SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 6th day of February, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and AECOM Technical Services, Inc., licensed to do business in the State of Illinois, with offices at 303 E. Wacker Drive, Suite 1400, 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 regulate flood plains and provide stormwater management countywide, and to enter into professional service agreements to assist the COUNTY in providing such regulatory services (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001, et. seq.); and

WHEREAS, pursuant to said authority the COUNTY adopted the DuPage County Countywide Stormwater and Flood Plain Ordinance, (CSFPO), which establishes countywide stormwater management and flood plain regulations; and

WHEREAS, the CSFPO authorizes communities to waive, fully or partially, application of the countywide regulations within their respective jurisdiction (Waiver Community Programs), but further requires at Section 15-131 that the COUNTY, through the Stormwater Management Committee of the County Board, undertake the routine review of such Waiver Community Programs (Community Audits); and

WHEREAS, Community Audits are intended to assist waiver communities and the countywide regulatory program by assessing the efficiency and effectiveness of such Waiver Community Programs; and

WHEREAS, the COUNTY requires on-call professional engineering services to perform Community Audits; and

WHEREAS, CONSULTANT has experience 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 fifteen thousand dollars ($15,000.00); and
WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Procedures and Guidelines, and

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

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.

2.5 If the CONSULTANT, or CONSULTANT’S employees, is called to testify as witnesses by the COUNTY concerning the CONSULTANT’S work pursuant to this AGREEMENT, or any matter related thereto, a separate agreement shall be entered into with respect to such testimony.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of DuPage County Stormwater Management or his/her designee (hereinafter referred to as "Stormwater Management"), 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 Stormwater Management, 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 Stormwater Management. 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 February 28, 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 Stormwater Management directs, the deliverables specified in Exhibit "C" 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 fifteen thousand dollars ($15,000.00). 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 not 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 “B.”

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 "C," 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 Anthony J. Charlton, P.E., 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Anthony J. Charlton, P.E., 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. 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 February 28, 2019, or to a new date agreed upon by the parties.
The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before February 28, 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 or 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:

Matthew Ince, P.E.
AECOM Technical Services, Inc.
303 E. Wacker Drive, Suite 1400
Chicago, Illinois 60601

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Clayton Heffter

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 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 to the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE AECOM Technical Services, Inc.

BY:_________________________ BY:_________________________
ANTHONY CHARLTON

ATTEST BY: ATTEST BY:

__________________________ ____________________________
JANICE JANOWICZ NAME:
TITLE:
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for the services of AECOM Technical Services, Inc. for community audit consulting services.

The Scope of Work will include:

1. AECOM Technical Services, Inc. will participate in kick off meetings with COUNTY and waiver communities. The meetings with each waiver community will be held on-site of each community at the beginning of the audit process.

2. Review community storm water submittal documents as selected by the COUNTY.
   a. Compare those documents to the requirements contained in the DuPage County Countywide Stormwater and Flood Plain Ordinance.
   b. Based on that review, offer professional opinion to the community’s adherence to Ordinance regulations and the effectiveness of the waiver community’s program.

3. Prepare preliminary findings report for each waiver community and submit the reports within thirty (30) days from the end of the audit.

4. The COUNTY will review the preliminary findings report within fifteen (15) days of receipt.

5. Deliver a final summary report of each community audit within thirty (30) days from the date of COUNTY review.
EXHIBIT B

SCHEDULE OF FEES (AND) (HOURLY RATES FOR CONSULTANT’S STAFF)

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

Cost of Consulting Services
Du Page County Department of Economic Development and Planning
and AECOM Technical Services, Inc.
July, 2016

<table>
<thead>
<tr>
<th>Classification</th>
<th>Raw Rate Range</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
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<tr>
<td>Project Director</td>
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</tr>
<tr>
<td>Senior Project Manager</td>
<td>$65.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$55.00</td>
</tr>
<tr>
<td>Project Engineer</td>
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</tr>
<tr>
<td>Staff Engineer</td>
<td>$30.00</td>
</tr>
<tr>
<td>Technician</td>
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</tr>
<tr>
<td>Jr. Technician</td>
<td>$20.00</td>
</tr>
<tr>
<td>Administration/ Clerical</td>
<td>$22.00</td>
</tr>
</tbody>
</table>

Billing rate to be based on multiplier rate of 2.8 applied to actual raw rate of staff not to exceed maximum rate as specified. Multiplier includes the cost of overhead, profit and incidental costs.
EXHIBIT C

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract.

A preliminary findings report and a final summary report of findings detailing the stormwater document review of waiver communities; and, four (4) bound hard copies of the final summary report will be submitted to the COUNTY with a CD containing an electronic copy of the report in a format of the COUNTY’S choosing.
Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>AECOM Technical Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Contact:</td>
<td>Laura Westcott</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>312-373-7618</td>
</tr>
<tr>
<td>Bid/Contract/ PO:</td>
<td>DuPage County Stormwater Audits</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:laura.westcott@aecom.com">laura.westcott@aecom.com</a></td>
</tr>
</tbody>
</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.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>See page 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each added sheet and number each page "(ii) of ___" (total pages).

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 officials or employees in relation to the contract or bid and shall update such disclosures with any changes that may occur.

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

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
</tr>
</tbody>
</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 disclosures 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 of 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: Jeffrey Nelson
Title: Department Manager - Remediation, DCS Americas - Environment
Date: 2/2/2018

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

9/24/2015
<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>DuPage County Board Member Beth Tatro</td>
<td>AECOM Technical Services, Inc. AECOM PAC</td>
<td>Donation</td>
<td>$500.00</td>
<td>01/23/18</td>
</tr>
<tr>
<td>Citizens for Dan Cronin, DuPage County Board Chairman</td>
<td>AECOM Technical Services, Inc.</td>
<td>Event Sponsorship</td>
<td>$1,000.00</td>
<td>11/07/17</td>
</tr>
<tr>
<td>Citizens for Dan Cronin, DuPage County Board Chairman</td>
<td>AECOM Technical Services, Inc.</td>
<td>Attendance for 3 at Cocktails/Hors D'œuvres Reception</td>
<td>$750.00</td>
<td>09/22/16</td>
</tr>
<tr>
<td>Citizens for Dan Cronin, DuPage County Board Chairman</td>
<td>AECOM Technical Services, Inc. AECOM PAC</td>
<td>Donation</td>
<td>$1,500.00</td>
<td>02/24/16</td>
</tr>
</tbody>
</table>

Signature: ____________________________  Date: 02/02/18

Page 2 of 2
AWARDING RESOLUTION
ISSUED TO COMED
TO FURNISH ELECTRIC SERVICES
FOR STORMWATER MANAGEMENT FACILITIES
(CONTRACT TOTAL AMOUNT $34,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Stormwater Management Committee recommends County Board approval for the issuance of a contract to ComEd, to provide electric services for Stormwater facilities, for the period of March 1, 2018 through March 1, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide electric service for Stormwater facilities, for the period of March 1, 2018 through March 1, 2019, be, and is hereby approved for issuance of a contract to ComEd, 2100 Swift Drive, Oak Brook, IL 60523, for a contract total amount not to exceed $34,000.00, Public Utility.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

__________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**PROCURMENT 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>
</tr>
</thead>
<tbody>
<tr>
<td>January 24, 2018</td>
<td>$34,000.00</td>
<td>3/1/18-3/1/19</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**   Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding

- Jan Janowicz  
  - Completed  
  - 01/24/2018 1:41 PM
- Tony Charlton  
  - Completed  
  - 01/24/2018 2:00 PM
- Kathy Ostrowski  
  - Completed  
  - 01/25/2018 8:00 AM
- James McGuire  
  - Completed  
  - 01/30/2018 3:08 PM
- Paul Rafac  
  - Completed  
  - 01/31/2018 7:32 AM
- Kathy Ostrowski  
  - Pending
- Stormwater Management Committee  
  - Pending  
  - 02/06/2018 7:30 AM
- Finance Committee  
  - Pending  
  - 02/13/2018 8:00 AM
- County Board  
  - Pending  
  - 02/13/2018 10:00 AM
# 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:</th>
<th>ComEd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>10023</td>
</tr>
<tr>
<td>Dept:</td>
<td>Stormwater Management</td>
</tr>
<tr>
<td>Contact:</td>
<td>Alicia Favela</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-407-6698</td>
</tr>
<tr>
<td>Contract Term:</td>
<td>3/1/18-3/1/19</td>
</tr>
<tr>
<td>Contract Total:</td>
<td>$34,000.00</td>
</tr>
</tbody>
</table>

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

Electric Energy Supply

### Reason for Procurement

Electric service is needed for various Stormwater Management Facilities

### Funding Source

- [x] Procurement budgeted for (FY and budget code(s)): FY18-19 & 1600-3000-53210
- [ ] 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 Bld # ____________________________ 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 [x] Public Utility
- [x] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

  - Public Utility

## Decision Memo Required

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ____________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 55 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 # ____________________________

## Preparing and Approval(s) (Initials Only)

<table>
<thead>
<tr>
<th>Name</th>
<th>Jan 22, 2018</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td></td>
<td>Recommended for Approval</td>
<td>1-22-18</td>
<td></td>
</tr>
<tr>
<td>Reviewed By</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buyer</td>
<td></td>
<td>01-30-18</td>
<td>g.m.</td>
<td>1-30-18</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>1-31-18</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
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<td></td>
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5W 2-6-18
FIN CB 2-13-18
<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>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Electric Service for Various Stormwater Management facilities for the period of 3/1/18-3/1/19</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53210</td>
<td>34,000.00</td>
<td>34,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total**: $34,000.00

**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):