DU PAGE COUNTY
STORMWATER MANAGEMENT COMMITTEE
FINAL AGENDA

September 4, 2018 Planning Committee 7:30 AM

COUNTY BOARD ROOM
421 N. COUNTY FARM ROAD
WHEATON, IL  60187

1. CALL TO ORDER

2. ROLL CALL

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

4. CHAIRMAN'S REPORT

5. APPROVAL OF MINUTES
   A. Stormwater Management Committee - Re-Scheduled - Tuesday July 17th, 2018

6. CLAIMS REPORTS
   A. Payment of Claims -- Schedule of Claims July-August

7. STAFF REPORTS
   A. Staff Reports -- July 2018 DuPage County Stormwater Management Currents E-Newsletter
   B. Staff Reports -- DuPage County Stormwater Management August 2018 Currents E-Newsletter
   C. Staff Reports -- Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project, Redmond Reservoir Expansion Project, Pipe Painting at the Elmhurst Quarry Flood Control Facility, Demolition of up to 8 Flood Prone Properties
   D. Staff Reports -- DuPage County Stormwater Management Upcoming Events
   E. Staff Reports -- Brewster Creek Headwaters Project
   F. Staff Reports -- Accela Citizen Access Public Portal

8. PRESENTATION
A. Mega Project

B. DuPage River Feasibility Study

9. ACTION ITEMS

A. Change Order -- Recommendation to approve SM-P-0194B-17 – AMENDMENT to Resolution SM-P-0194A-17 (2372-1 SERV), issued to Rausch Infrastructure, for the Village of Hinsdale Flood Protection Improvements Phase 3B Project, for Stormwater Management, to increase the contract in the amount of $30,000.00, resulting in an amended contract total amount not to exceed $1,962,917.64, an increase of 1.55%.

B. Change Order -- SM-P-0035A-18 – AMENDMENT to Resolution SM-P-0035-18, issued to ComEd to furnish electrical services to Stormwater Management Facilities, to extend the contract to March 31, 2021 and to increase the contract amount by $198,240.00 resulting in an amended contract total amount not to exceed $232,240.00, an increase of 583.06%.

C. Change Order -- AMENDMENT to County Contract #3228-0001 SERV issued to MP2 Energy NE, for electric utility supply and management services for the County Campus, Stormwater and Public Works, for Facilities Management, to decrease the Stormwater Management portion of the contract $118,237.51, resulting in an amended contract total amount not to exceed $10,053,172.49, a decrease of -1.16%.

D. Change Order -- SM-P-0104A-18 – Recommendation to approve AMENDMENT to Resolution SM-P-0104-18, issued to Earthwerks Land Improvement and Development Corporation, Inc., for the Redmond Reservoir Expansion Project, for Stormwater Management, to increase the contract in the amount of $297,017.20, resulting in a new contract total amount not to exceed $2,750,000, an increase of 12.11%.

E. SM-R-0870-18 RESOLUTION -- Recommendation for approval of Modification One to the Interdepartmental Memorandum of Understanding for HUD Funding of the Redmond Reservoir Expansion Project.

F. SM-P-0238-18 Recommendation to approve an agreement between the County of Dupage, Illinois and Engineering Resource Associates, Inc., for professional engineering services to assist with the development of the Joseph Creek Watershed Plan for Stormwater Management, covering the period from Sept. 11, 2018 through December 31, 2019, for a contract total amount not to exceed $85,000. Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

G. 2018-209 Recommendation for the approval of a contract purchase order to Vulcan Construction Materials, LLC, to furnish and deliver Coarse and Fine Aggregates as needed, for Stormwater Management, for the period April 1, 2018 through March 31, 2019, for a contract total not to exceed $10,000.00; Per lowest responsible bid 18-039-GV
H. SM-P-0239-18 Recommendation to approve an Intergovernmental Agreement between the Woodridge Park District and the County of DuPage for the Triangle Park Restoration Project in Woodridge, for the contract period through November 30, 2019 for Stormwater Management, for a contract total amount not to exceed $38,000, per Intergovernmental Agreement.

I. Action Item -- Recommendation to approve a Memorandum of Understanding By and Between the Village of Downers Grove, the Village of Lisle, The Village of Westmont and the County of DuPage, Illinois for the St. Joseph Creek Watershed Plan as Part of the East Branch DuPage River Watershed of DuPage County, Illinois

J. Action Item -- Recommendation to Approve: Staff is requesting Stormwater Management Committee approval of the Comment Response Document for the Sugar Creek Watershed Plan

K. SM-R-0868-18 RESOLUTION -- Recommendation for Acceptance of the Sugar Creek Watershed Plan, Prepared for Inclusion in the Lower Salt Creek Watershed Plan

10. INFORMATIONAL

1. 2018-210 Recommendation for the approval of a contract purchase order to Azteca Systems, LLC for renewal of software support and maintenance for Cityworks, for Public Works, Drainage, and Stormwater Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $13,820.00 (Public Works share $4,606.67 - Drainage share $4,606.66 - Stormwater Management share $4,606.67), per 55 ILCS 5/5-1022 (d) –IT/Telecom purchases under $35,000.00.

11. OLD BUSINESS

12. NEW BUSINESS

13. EXECUTIVE SESSION

14. 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, Coyne, Gavanes, Grant (7:37 AM), Hart, Noonan, Pulice, Tully, Yusuf (7:42 AM), Zay
ABSENT: Brummel

Member Grant arrived at 7:37 AM and Member Yusuf arrived at 7:42 AM.

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

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

Michael Galvin addressed the Committee regarding property he owns in incorporated Itasca. Chair Zay informed Mr. Galvin that staff would meet with him after the meeting.

4. CHAIRMAN'S REPORT

There was no Chairman's Report.

5. APPROVAL OF MINUTES

A. Stormwater Management Committee - Planning Committee - Jun 5, 2018 7:30 AM

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

6. CONSENT AGENDA

Motion was to combine and approve Agenda Items 6A. through 6E.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Janice Anderson, District 5
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Coyne, Gavanes, Hart, Noonan, Pulice, Tully, Zay
ABSENT: Brummel, Grant, Yusuf

A. Consent Item -- Conservation Design Forum Inc. 2779-1 SERV - Time Extension

B. Consent Item -- American Surveying & Engineering, P.C. - 1877-1 SERV Decrease and Close Contract

C. Consent Item -- The Sidwell Company 2589-1 SERV - Time Extension

D. Consent Item -- Martam Change Order #3 - #2708-0001 SERV - Liberty Park Drainage Improvements Project, to add one line item to the contract, with no change to the contract dollar amount due to cost savings realized during the project. Total contract value not to exceed original contract amount of $726,711.00.

E. Consent Item -- Rausch Change Order #2 - #2732-0001 SERV - Graue Mill Phase 3B, to add line items to the contract, with no change to the contract dollar amount. Total contract value not to exceed contract amount of $1,932,917.64.

7. **CLAIMS REPORTS**

A. Payment of Claims -- Schedule of Claims - June

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Dino C. Gavanes, District 1
AYES: Pojack, Anderson, Coyne, Gavanes, Hart, Noonan, Pulice, Tully, Zay
ABSENT: Brummel, Grant, Yusuf

8. **STAFF REPORTS**

Motion to combine and place on file Agenda Items 8A through 8H.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Hart, District 3
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Coyne, Gavanes, Hart, Noonan, Pulice, Tully, Zay
ABSENT: Brummel, Grant, Yusuf

A. Staff Reports -- DuPage County Stormwater Management June 2018 E-Newsletter
B. Staff Reports -- Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project, Redmond Reservoir Expansion Project, Pipe Painting at the Elmhurst Quarry Flood Control Facility, Demolition of up to 8 Flood Prone Properties

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

D. Staff Reports -- Country Lakes "Bond Pond"

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

F. Staff Reports -- Sugar Creek Watershed Plan Public Meeting

G. Staff Reports -- DuPage River Feasibility Study Public Meeting

H. Staff Reports -- Stormwater Shared Services

9. ACTION ITEMS

A. 2018-175 Recommendation of approval of a contract purchase order to Hampton, Lenzini and Renwick, Inc., for Professional Education Services, for the period July 17, 2018 through July 31, 2019, for Stormwater Management, for a contract total amount not to exceed $24,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108(1)(b).

Member Grant arrived at 7:37 AM.

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Sean T Noonan, District 2
AYES: Pojack, Anderson, Coyne, Gavanes, Grant, Hart, Noonan, Pulice, Tully, Zay
ABSENT: Brummel, Yusuf

B. SM-P-0205-18 Recommendation for the approval of contract purchase order to Accela Inc., for annual permit tracking software subscription including a citizen access portal for online permitting and digital permit review, for Stormwater Management, for the period of June 23, 2018 through June 22, 2019, for a contract total amount not to exceed $70,947.78, per renewal of RFP#15-232-LG.
C. Action Item -- COMMITTEE ACTION REQUESTED: A motion by Committee to approve the proposed modifications to the stormwater review permit fees referenced in Section 15-42 of the DuPage County Countywide Stormwater And Flood Plain Ordinance, and attached thereinafter as Schedule A

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

10. DISCUSSION

A. Discussion -- FY19 Budget Update

Member Yusuf arrived at 7:42 AM.

Director Charlton informed the Committee that the FY19 Budget is consistent with the 5 Year Plan which has been presented the past several years. He explained the reasoning behind moving the Drainage Group from Public Works Department to Stormwater Management Department.

Due the increase in the amount of field work the County is being contracted to do the Department has enough revenue to create a second field crew. We are recommending the Committee's approval for an increase in the headcount for a second field crew. The Committee's approval for the increase in headcount would be the only agenda item to come forward in August, so we are requesting Committee's permission to discharge the Stormwater Management Committee and take the headcount straight to the Finance Committee and County Board. This information will be sent to all Committee Members for their review prior to the August 14 Finance Committee and County Board Meetings.

Motion by Member Anderson, seconded by Member Tully to approve the FY 2019 Budget. On a voice vote all members present voted aye. Motion carried.
RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Martin Tully, Downers Grove Mayor (3)
AYES: Pojack, Anderson, Coyne, Gavanes, Grant, Hart, Noonan, Pulice, Tully, Yusuf, Zay
ABSENT: Brummel

11. OLD BUSINESS
There was no Old Business.

12. NEW BUSINESS
There was no New Business.

13. EXECUTIVE SESSION
There was no Executive Session.

A. Pursuant to Open Meetings Act 5 ILCS120/2(c)(11)-Imminent Litigation

14. ADJOURNMENT
Motion by Member Tully, seconded by Member Noonan to adjourn the meeting at 7:44 AM. On a roll call vote all members present voted aye. Motion carried.
## DUPAGE COUNTY STORMWATER MANAGEMENT
### SCHEDULE OF CLAIMS
#### July

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Attachment: July 2018 (17-18-893 : Schedule of Claims July-August)
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<th>Vendor</th>
<th>Service</th>
<th>Amount</th>
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To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: July 2018 DuPage County Stormwater Management Currents E-Newsletter
Date: August 9th, 2018
DuPage County Installs Storm Drain Medallions on Campus

SWM and SCARCE interns and staff apply storm drain medallions on DuPage County's campus.
DuPage County Stormwater Management (SWM) recently placed storm drain medallions throughout DuPage County's campus in Wheaton. Using materials and guidance from SCARCE, SWM staff and interns placed more than 30 medallions near storm drains. The medallions feature a message reminding employees and visitors not to dump anything down storm drains because they flow - untreated - to local waterways. Storm drain medallions are available for DuPage County municipalities, schools and other interested groups to install.

More Info

SWM Hosts Exhibits at Summer Events

SWM Committee Chairman Jim Zay greets County Fair attendees.

SWM hosted informational exhibits at several events this summer, including the DuPage County Fair and other local community events. The interactive exhibits provide information to both children and adults alike on how to keep local streams and rivers clean. Upcoming events include the Taste of Roselle on August 5 and Hanover Park Family Fest on August 11.

More Info

Residents Encouraged to Use App

SWM brought on three interns to assist in various department functions this summer. Hayley Schreiber-Deam, a soon to be senior at the University of Illinois, is working alongside the wetlands team as the Wetland Intern. Cali Bonie just completed her junior year at the Milwaukee School of Engineering and is already getting hands-on learning experience as the Engineering Intern. Finally, Abigail Beckerman, a current graduate student at Southern Illinois University, is helping with outreach efforts as the Water Quality Communications Intern.

More Info

Projects Update

Interns and staff tour the Quarry.
Several SWM Projects Nearing Completion this Summer

Construction of SWM’s Graue Mill Flood Control Project in Hinsdale is nearing completion. SWM has several projects countywide wrapping up this summer. Construction of the largest, the Graue Mill Flood Control Project, is ending in July. The project provides flood control for properties adjacent to Salt Creek in Hinsdale’s Graue Mill neighborhood. The expansion and stabilization of Redmond Reservoir in Bensenville will be complete by the end of July, and the installation of a reservoir and pump station in Westmont’s Liberty Park Community will be complete by the end of August. Installation of a new gate at SWM’s Spring Creek Reservoir in Bloomingdale is also finishing up soon.

More Info

Flood Control Facility Corner

Get to Know SWM’s Brewster Creek Basin

Located in Bartlett, SWM’s Brewster Creek Basin provides more than 16 million gallons of flood protection for the Brewster Creek Watershed. The system also features more than 2,100 feet of 60-inch pipe and nearly 5,000 feet of bypass storm sewer.

More Info

Upcoming Events

DuPage River Feasibility Study Public Meeting

Wednesday, August 15, 2018, 6:00 P.M. - 8:00 P.M.
The U.S. Army Corps of Engineers is hosting a meeting for municipal representatives and residents to discuss the draft DuPage River Feasibility Study report and environmental assessment. This is a joint effort between the Corps, DuPage County and Will County to study the DuPage River for potential flood control improvements. The DuPage County meeting will be held in the JTK Building Auditorium (421 N. County Farm Rd., Wheaton).

More Info

**SCARCE Green Fair**

*Saturday, September 15, 2018, 10:00 A.M. - 3:00 P.M.*

SCARCE is hosting this year’s annual Green Fair at the DuPage County Fairgrounds (2015 Manchester Road, Wheaton). This fun, family event will feature eco-friendly vendors with tips on how to become greener, as well as science, technology, engineering and mathematics (STEM) educational activities for kids. The event also features an eco-art contest, recycling extravaganza and farmers' market.

More Info

**Innovations in Stream Restoration Design & Construction Webinar**

*Wednesday, October 10, 2018, Noon - 1:30 P.M.*

SWM is hosting a Center for Watershed Protection webinar focusing on stream restoration. This webinar will explore several case studies where changes in stream design or construction were necessary to address local conditions and how those modifications may be applied in other locations. It will be held in room 3-500B of DuPage County's Administration Building (421 N. County Farm Rd., Wheaton). Up to 1.5 PDHs offered.

More Info

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**Stormwater Management Planning Committee**

Dan Cronin, Chairman | Jim Zay, Committee Chairman  
Janice Anderson | David Brummel | Kevin Coyne  
Paul Fichtner | Amy Grant | Greg Hart | Sean Noonan  
Chester Pojack | Nunzio Pulice | Martin Tully | Asif Yusuf
To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management August 2018 Currents E-Newsletter
Date: August 14th, 2018
DuPage County Stormwater Management News & Updates

Carol Stream Fire District Trains at Voluntary Buyout Property

DuPage Stormwater Chairman Jim Zay and Carol Stream Fire District Chief Robert Hoff look on during the training.
In early August, the Carol Stream Fire District held a training in a voluntary flood-prone property buyout home in Carol Stream. The home, which was purchased by DuPage County Stormwater Management (SWM) using entirely federal funds, is slated to be demolished soon. However, prior to demolition, homes like these offer great real-life training for local fire and police departments. While there, the firefighters simulated a search and rescue situation for a home engulfed in fire and smoke. They trained throughout the week at the property.

**More Info**

### SWM Launches Application Portal

SWM recently launched a portal allowing the public the ability to view their stormwater application submittals at any time. The system also allows users to view and download documents associated with their submittals. This portal is the first phase of public interaction with online submittals and payments expected to follow by the end of the year.

**More Info**

### Army Corps Releases Draft River Plan

The U.S. Army Corps of Engineers recently opened the DuPage River draft integrated feasibility report and environmental assessment for public comment. The draft report provides a recommended plan to address flood risk on the DuPage River and its tributaries. The Corps is accepting comments through Aug. 30 and will hold a public meeting in DuPage on Aug. 15 at 6 p.m.

**More Info**

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**Flood Control Facility Corner**
SWM Launches Interactive Flood Control Facility Map

SWM recently released a new map detailing its flood control facilities countywide. The interactive map includes each facility's location, floodwater capacity, a picture and a brief synopsis of how it operates. SWM operates 17 flood control facilities, which are both mechanically- and gravity-operated, countywide that have a combined floodwater capacity of nearly six billion gallons.

More Info

Upcoming Events

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More Info
To: Stormwater Management Committee  
From: Jamie Lock, Project Engineer  
Subject: Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project, Redmond Reservoir Expansion Project, Pipe Painting at the Elmhurst Quarry Flood Control Facility, Demolition of up to 8 Flood Prone Properties  
Date: August 8th, 2018

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

**Redmond Reservoir Expansion Project (Bensenville, IL).** Located in Bensenville, this project commenced on April 23, 2018. The low bid contractor, Earthwerks Land Improvement and Development Corporation, has made substantial progress on this project, completing all clearing, bank stabilization, earth excavation, and a majority of the vegetation restoration. Paving of the existing parking lot and recreational path is expected to take place in early August. New pumps are currently being manufactured and will be installed as soon as fabrication is complete. Substantial completion is expected this Fall.

**Flood Control Improvements at Graue Mill (Hinsdale, IL).** Phase 3b is the last project to be implemented and when complete, will provide flood relief to the Graue Mill Community in Hinsdale. The project commenced on October 3, 2017 by the low bid contractor, Rausch Infrastructure. The project was expected to reach substantial completion by May 31, 2018, but due to delays caused by weather and design changes based on field conditions, substantial completion was delayed. As of July 25, 2018, the project has reached substantial completion, with punch list items, including testing of the installed pumps, that remain to be complete. Once the project is substantially complete, it will enter the management period. Phases 2B and 3A are in the management period for the next several years until the project meets the requirements of the permits obtained for each project.

**Spring Creek Reservoir Gate Replacement Project (Bloomingdale, IL).** This project includes replacement of an existing gate and associated controls at the Spring Creek Reservoir in Bloomingdale. Construction commenced on March 12, 2018. The awarded contractor, Kovilic Construction, has completed all major components of this project and the newly installed gate has been tested. Programming of the new controls is still ongoing and final restoration, including paving and seed placement, are expected to take place in the upcoming weeks. When complete, the project will be closed out. Final completion of the project is expected this Fall.
Liberty Park Drainage Improvements Project (Westmont, IL). Awarded to Martam Construction, this project commenced on October 2, 217. The final task, which includes upgrades to the Washington Street Pump Station, are currently underway. Once complete, this project will be considered substantially complete, with punch list items and pump start up being the only items remaining to be addressed by the contractor.

Pipe Painting at the Elmhurst Quarry Flood Control Facility (Elmhurst, IL). The Elmhurst Quarry Flood Control Facility contains a series of pumps and pipes used to dewater the facility after a flood event. The existing pipes are exposed to the elements year-round and are due to be painted. As part of this work, the sump pits for the pump stations will be dewatered, which will provide an opportunity to inspect and, if necessary, make repairs to the pipes that are typically under water. The project was awarded to the low bid contractor, BP&T Co. in June 2018. A preconstruction meeting took place in July and the contractor is expected to begin construction on September 10, 2018. Completion of this project is expected by November 30, 2018.

Demolition of up to 8 Flood Prone Properties (Countywide). Over the past several years, Stormwater Management has been in the process of purchasing flood prone properties using HUD/IEMA funds through various grants and cooperation from municipalities throughout the County. Once acquired, these homes have been scheduled for demolition using the competitive bidding process. A total of three bids have been advertised and awarded to the low bid contractor, KLF Enterprises. The third and final bid was awarded in June 2018. A preconstruction meeting was held in early July and construction is expected to commence in the upcoming months. These eight properties will be restored to open space, some with native vegetation and others with turf grass. All demolition and subsequent restoration is expected to be complete by September 2019.

There are also four 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, and Springbrook Creek 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.

One project has recently been completed. Stormwater staff is working with the contractor to close out the Glenrise Avenue Culvert Replacement Project, as all contract requirements have recently been met.
To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management Upcoming Events
Date: August 28th, 2018
## Upcoming DuPage County Stormwater Management (SWM) Events

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<td>Carol Stream Open House</td>
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<td>Parking Lot &amp; Streets Cleaning Workshop</td>
<td>DuPage River Cincinatti Workgroup</td>
<td>Host</td>
<td>DuDOT Garages (440 N. County Farm Rd, Wheaton)</td>
<td>more info</td>
</tr>
<tr>
<td>22</td>
<td>2pm-4pm</td>
<td>Public Roads Cleaning Workshop</td>
<td>DuPage River Cincinatti Workgroup</td>
<td>Host</td>
<td>DuDOT Garages (440 N. County Farm Rd, Wheaton)</td>
<td>more info</td>
</tr>
</tbody>
</table>

**Attachment:** Events Sept. & Oct. (17-18-997 : DuPage County Stormwater Management Upcoming Events)
To: Stormwater Management Committee
From: Mary Falsey, Water Quality Supervisor
Subject: Brewster Creek Headwaters Project
Date: August 29th, 2018

The Brewster Creek Headwaters Project was constructed in 2013 to relieve flooding issues caused by an under sized outlet at Beaver Pond within the Village of Bartlett. The project carries stormwater from northeast of Stearns Road and Illinois Route 59 to a water quality basin in Pratt’s Wayne Woods Forest Preserve, southwest of the intersection. The basin uses native vegetation to help improve the quality of the floodwater before it is discharged into the adjacent Brewster Creek. The Village of Bartlett first recognized the need for this project, prompting DuPage County to include it as a preferred flood control alternative within the Brewster Creek Watershed Plan Addendum. Designed by Christopher Burke Engineering, the project was one of four projects funded through a 2010 DuPage County bond to address significant flooding and water quality issues throughout the County. In 2018, upon completion of the vegetation establishment period, maintenance of the facility has been transferred to the property owner, the Forest Preserve District. DuPage County remains responsible for operation and maintenance of all storm sewer pipes and structures contained within easements.
Aerial view of the Brewster Creek Headwaters Project water quality basin

Native prairie plants around the water quality basin
DuPage County Stormwater Management announced the launch of the Accela Citizen Access public portal in August. Any member of the general public may now create an account with the public portal to view a list of stormwater applications and look up property information in DuPage County. Stormwater applicants may now view the status of their applications and download correspondence letters from their records. This will serve to reduce staff time spent corresponding with applicants and mailing paper letters.

Stormwater Management staff is also working to integrate a payment adapter into the civic platform and enable the use of online submittals. The estimated completion time is late 2018.
WHEREAS, Resolution SM-P-0194-17, was approved and adopted by the County Board on August 8, 2017; and

WHEREAS, Resolution SM-P-0194A-17, was approved on June 12, 2018, increasing the amount of the contract $33,592.69; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the Change Order Notice to Contract 2732-0001-SERV issued to Rausch Infrastructure, LLC, for construction of the Graue Mill Flood Control Improvement Project, Phase 3B, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order, dated August 1, 2018 to Contract 2732-0001-SERV, issued to Rausch Infrastructure, LLC, for construction of the Graue Mill Flood Control Improvement Project, Phase 3B, for Stormwater Management, to increase the contract in the amount of $30,000.00, resulting in an amended contract total amount not to exceed $1,962,917.64.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division

Purchase Order #: 2372-0001SERV
Original Purchase Order Date: Aug 9, 2017
Change Order #: 3
Department: Stormwater Management
Vendor Name: Rausch Infrastructure LLC
Vendor #: 26840
Dept Contact: Jamie Lock

Background and/or Reason for Change Order Request: $30,000 - A cost increase to the project is necessary in order to pay for contract overages due to field changes required during construction. A final cost increase will be requested at a future date as the project reaches completion. Also, the addition of line items to the contract is necessary in order to pay for additional work necessary to meet the requirements of this project.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

☐ Increase budget code from: __________________________ to: __________________________

☐ Increase/Decrease quantity from: __________________________ to: __________________________

☐ Price shows: __________________________ should be: __________________________

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source __________________________

OTHER - explain below:

<table>
<thead>
<tr>
<th>JCL</th>
<th>6705</th>
<th>Jul 31, 2018</th>
<th>9-5-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>[Signature]</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
<tr>
<td>Recommended for Approval (Initials)</td>
<td>[Signature]</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
</tbody>
</table>

REVIEWED BY (Initials Only)

Buyer __________________________ Date 8-21-18

Procurement Officer __________________________ Date 8-21-18

Chief Financial Officer __________________________ Date 8-22-18
(Decision Memos Over $25,000)
Chairman's Office __________________________ Date 8-22-18
(Decision Memos Over $25,000)
**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

- **Cost increase to the project** - A cost increase of $30,000 to the project is necessary in order to pay for overages due to field changes required during construction. This increase is approximately 1.55% of the current contract value. A final cost increase will be requested at a future date as the project nears completion.
- **Addition of line items to contract** - The addition of line items to the contract is necessary in order to pay for additional work to meet the requirements of the project.

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

The addition of line items and increase to the overall contract value are necessary in order to meet the intent of the project.

**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.

Addition of these line items is necessary to successfully complete the intent of the project. The total contract value needs to be increased to pay for this additional work.

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

Rausch Infrastructure was the low bid contractor.

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

Staff recommends approval of the change order with Rausch Infrastructure to successfully complete the flood mitigation project.

**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.
## Addition of Line Items to Contract

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>Building A Electrical Improvements</td>
<td>LSUM</td>
<td>1</td>
<td>$4,862.09</td>
<td>$4,862.09</td>
</tr>
<tr>
<td>New</td>
<td>Storm Sewer, 12&quot; DI</td>
<td>FOOT</td>
<td>28</td>
<td>$184.80</td>
<td>$5,174.40</td>
</tr>
<tr>
<td>New</td>
<td>Curb Removal</td>
<td>FOOT</td>
<td>68.5</td>
<td>$32.50</td>
<td>$2,226.25</td>
</tr>
</tbody>
</table>
# Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Rausch Infrastructure, LLC</th>
<th>Company Contact</th>
<th>William M. Rausch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone</td>
<td>708-667-0165</td>
<td>Contact Email</td>
<td><a href="mailto:wmrAusch@riclcc.com">wmrAusch@riclcc.com</a></td>
</tr>
</tbody>
</table>

**Date:** 5-31-2017

**Bid/Contract/PO #:** 17-100-DT

**Attachment:** Rausch Infrastructure - Vendor Ethics (17-18-861 : Rausch Change Order #3)

---

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.

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

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td></td>
<td></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 disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

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

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

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

**Authorized Signature**

[Signature]

**Printed Name**

William M. Rausch

**Title**

Chief Executive Manager

**Date**

5-31-2017

---

Attach additional sheets if necessary. Sign each sheet and number each page. Page 2 of 3 (total number of pages)
AMENDMENT TO RESOLUTION SM-P-0035-18
ISSUED TO COMED TO FURNISH ELECTRICAL SERVICES
FOR STORMWATER MANAGEMENT FACILITIES
EXTEND AND INCREASE CONTRACT $198,240.00

WHEREAS, Resolution SM-P-0035-18 was approved and adopted by the County Board on February 13, 2018 and

WHEREAS, the Stormwater Management Planning Committee recommends changes as stated in the change order notice to extend County Contract 3096-1 SERV issued to ComEd to furnish electrical services for various Stormwater Management, to March 31, 2021 and increase the amount of the contract $198,240.00 resulting in an amended contract total amount not to exceed $232,240.00.

NOW THEREFORE BE IT RESOLVED, that the County Board adopts the change order notice dated August 16, 2018, to contract 3096-1 SERV issued to ComEd for electrical service for various Stormwater facilities, to extend the contract from March 1, 2019 to March 31, 2021 and increase the contract in the amount of $198,240.00 resulting in an amended contract total amount not to exceed $232,240.00.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
______________________________
PAUL HINDS, COUNTY CLERK
Decision Memo
Procurement Services Division

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

Date: Aug 16, 2018

MinuteTraq (IQM2) ID #: 13333
Department Requisition #: 9.B.a

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Change order to increase the contract amount and time for ComEd electric services for various Stormwater Management facilities including the Elmhurst Quarry.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Electrical energy supply services are required to power various Stormwater Management facilities.

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.

Stormwater Management owns various flood control facilities used mitigating the flood water level on county rivers and steams. A change order is necessary to ensure energy source for our gates, actuators, computers systems, stream gages and lights, etc. at these facilities.

Source Selection/Vetting Information - Describe method used to select source.
Public Utility (Exempt from bidding per 55 ILCS 5/5-1-22 "Competitive Bids" (c) Not suitable for Competitive bidding.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends approval of a change order to increase the amount for the electrical energy supply contract with ComEd by $198,240.00 and time to March 31, 2021.

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.
Funds are available in FY18-21
Budget 1600-3000-53210
### Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 3096-1 SERV</th>
<th>Original Purchase Order Date: Mar 1, 2018</th>
<th>Change Order #: 1</th>
<th>Department: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: ComEd</td>
<td>Vendor #: 10023</td>
<td></td>
<td>Dept Contact: Alicia Favela-Perez</td>
</tr>
</tbody>
</table>

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

Increase contract amount to $198,240.00 and time to 3/31/21 for electric utility distribution services for the connected County facilities for Stormwater Management. Per 55 ILCS 5/5-1022 "Competitive Bids" (c) Not suitable for competitive bids - Public Utility.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$34,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$34,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$232,240.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>583.06%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>583.06%</td>
</tr>
</tbody>
</table>

**DECISION Memo NOT REQUIRED**

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

**DECISION Memo REQUIRED**

- [x] Increase (greater than 29 days) contract expiration from: Mar 1, 2019 to: Mar 31, 2021
- [x] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source ____________
- [ ] OTHER - explain below: ____________

<table>
<thead>
<tr>
<th>afp</th>
<th>6698</th>
<th>Aug 16, 2018</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
</tbody>
</table>

**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>Chief Financial Officer</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
</tbody>
</table>

**SM 9-1-18**

**Fin & CB 9-11-18**

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 42
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 3228-1 SERV  Original Purchase Order Date: Apr 1, 2018  Change Order #: 2
Vendor Name: MP 2 Energy NE  Vendor #: 28847
Department: Stormwater Management

Background and/or Reason for Change Order Request:
Decrease Line 8 by $118,237.51 to allow for electric utility distribution services to be billed directly to DuPage County by ComEd.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$12,626,410.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>($2,455,000.00)</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$10,171,410.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>($118,237.51)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$10,053,172.49</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-1.16%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts)</td>
<td>-20.38%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: ___________________________ to: ___________________________

☐ Increase/Decrease quantity from: ______________________ to: ______________________

☐ Price shows: ___________________________ should be: ___________________________

☐ Decrease remaining encumbrance and close contract  ☐ Increase encumbrance and close contract  ☒ Decrease encumbrance  ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: ______________________ to: ______________________

☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source: ______________________

☐ OTHER - explain below:

☐

Prepared By (Initials)  6698  Aug 16, 2018  Date
Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer: ___________________________ Date: 8-23-18  Procurement Officer: ___________________________ Date: 8-23-18
Chief Financial Officer (Decision Memos Over $25,000): ___________________________ Date: 8-28-18  Chairman's Office (Decision Memos Over $25,000): ___________________________ Date: 8-29-18

SM  9-4-18
AMENDMENT TO RESOLUTION SM-P-0104-18
ISSUED TO EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT CORPORATION, INC. FOR THE CONSTRUCTION OF
THE REDMOND RESERVOIR EXPANSION PROJECT
FOR STORMWATER MANAGEMENT
(CONTRACT INCREASE $297,017.20)

WHEREAS, Resolution SM-P-0104-18, was approved and adopted by the County Board on April 10, 2018; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the Change Order Notice to Contract 3176-0001-SERV issued to Earthwerks Land Improvement and Development Corporation, Inc., for construction of the Redmond Reservoir Expansion - Village of Bensenville Project, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order, dated August 3, 2018 to Contract 3176-0001-SERV, issued to Earthwerks Land Improvement and Development Corporation, Inc., for construction of the Redmond Reservoir Expansion - Village of Bensenville Project, for Stormwater Management, to increase the contract in the amount of $297,017.20, taking the contract amount of $2,452,982.80, resulting in an amended contract total amount not to exceed $2,750,000.00, an increase of 12.11%.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# Request for Change Order

**Procurement Services Division**

**Date:** Aug 3, 2018

**Purchase Order #:** 3176-0001SERV
**Original Purchase Order Date:** Apr 11, 2018
**Change Order #:** 2
**Vendor Name:** Earthwerks Land Improvement & Development Corp., Inc.
**Vendor #:** 11452
**Dept Contact:** Jamie Lock
**Department:** Stormwater Management

**Background and/or Reason for Change Order Request:**
The addition of line items to the contract is necessary in order to meet the requirements of this project. Additional quantities are also required for current line items in the bid due to field conditions. This change order will increase the total contract value.

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

- [X] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest of 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</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

## DECISION MEMO NOT REQUIRED

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

## DECISION MEMO REQUIRED

- [X] Increase (greater than 29 days) contract expiration from: ____________ to: ____________
- [X] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source ____________
- [ ] OTHER - explain below: ____________

---

**JCL:** 6705  **Prepared By (Initials):**  **Date:** Aug 3, 2018  **Recommended for Approval (Initials):**  **Phone Ext:**  **Phone Ext:**  **Date:** 8-6-18

**BUYER:**  **Date:** 8-13-18  **Procurement Officer:**  **Date:** 8-14-18

**CHIEF FINANCIAL OFFICER:**  **Date:** 8-15-18  **Chairman’s Office:**  **Date:** 8-15-18

---

**SM 9/4/18**  **TC 9/8/18**
**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: Jamie Lock</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Jamie.Lock@dupageco.org">Jamie.Lock@dupageco.org</a></td>
<td>Contact Phone: 630-407-6705</td>
</tr>
<tr>
<td>Vendor Name: Earthwerks Land Improvement and Development</td>
<td>Vendor #: 11452</td>
</tr>
</tbody>
</table>

**Date:** Aug 3, 2018  
**MinuteTraq (IQM2) ID #:** 13206  
**Department Requisition #:** 16001807

---

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

Addition of line items to contract - The addition of line items and bid quantities to the contract are necessary in order to meet the requirements of this project. This additional work will result in a project increase of $297,017.20, which is 12.11% of the total contract value.

---

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

The addition of line items and increase in quantities for certain line items in the contract are necessary in order to meet the requirements of this project. This is a HUD funded project and all increases are expected to be covered by the grant.

---

**Strategic Impact**

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

Quality of Life

Addition of these line items is necessary to successfully complete the intent of the project.

---

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

Earthwerks Land Improvement and Development Corporation, Inc. was the low bid contractor.

---

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

Staff recommends approval of the change order with Earthwerks to successfully complete the flood mitigation project.

---

**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.
Addition of Line Items to Contract

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>Rip Rap A3</td>
<td>TON</td>
<td>224</td>
<td>$ 90.00</td>
<td>$20,160.00</td>
</tr>
<tr>
<td>New</td>
<td>Rip Rap A1</td>
<td>TON</td>
<td>112</td>
<td>$ 45.00</td>
<td>5,040.00</td>
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<tr>
<td>New</td>
<td>Pump Suction Bell</td>
<td>EACH</td>
<td>2</td>
<td>$18,480.00</td>
<td>36,960.00</td>
</tr>
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</table>

Addition of Bid Quantities to Contract

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing</td>
<td>Rock Toe</td>
<td>TON</td>
<td>1000</td>
<td>$ 85.00</td>
<td>$85,000.00</td>
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<tr>
<td>Existing</td>
<td>Earth Excavation</td>
<td>CY</td>
<td>8450</td>
<td>$ 27.00</td>
<td>228,150.00</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

Company Name: Earthworks Corp
Company Contact: Dan Davies
Contact Phone: 630-482-2341
Contact Email: LDAVIES@EARTHWORKSINC.COM

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

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.

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, kind of service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>Grant Eckhoff</td>
<td>Cash</td>
<td>$1,000/$2,000</td>
<td>1-11-17/1-10-18</td>
<td></td>
</tr>
<tr>
<td>x</td>
<td>Gary Much</td>
<td>Cash</td>
<td>$500</td>
<td>2-16-17</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></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 disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoardPolicies/

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

Authorized Signature: [Redacted]
Printed Name: Dan Davies
Title: President
Date: 3-15-2016

Attach additional sheets if necessary. Sign each sheet and number each page. Page / of / (total number of pages)
Resolution
SM-R-0870-18

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

This Modification One to the Interdepartmental Memorandum of Understanding (MOD ONE) is entered into this 11th day of September 2018, by and between the DuPage County Stormwater Management Department and the DuPage Community Development Commission (collectively the “Parties”), for funding of the “Redmond Reservoir Expansion Project” (hereinafter referred to as “Project”).

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

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

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

WHEREAS, the Community Development Commission is responsible for the oversight and payment of CDBG-DR funds to support construction of the PROJECT; and

WHEREAS, the County previously approved the Interdepartmental Memorandum of Understanding between the PARTIES on April 10, 2018 as SM-R-0124-18 to provide funding in the amount of $2,452,982.80 for the PROJECT; and

WHEREAS, MOD ONE has been created to modify the existing Interdepartmental Memorandum of Understanding to provide additional CDBG-DR funds in the amount of $297,017.20 to support construction of the PROJECT; and

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

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

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

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

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution

SM-R-0870-18

Attest: ___________________________
PAUL HINDS, COUNTY CLERK
MEMORANDUM

Date: August 3, 2018

To: Stormwater Management Committee

From: Jamie C. Lock, P.E., CFM, Project Engineer

Re: Modification One to the Interdepartmental MOU for HUD Funding of Stormwater Management’s Redmond Reservoir Expansion Project

Action Requested: Stormwater Committee approval of Modification One to the Interdepartmental Memorandum of Understanding for HUD Funding of the Redmond Reservoir Expansion Project.

Originally adopted as Resolution SM-R-0124-18 on April 10, 2018, Stormwater Management entered into an Interdepartmental Memorandum of Understanding for funding in the amount of $2,452,982.80 for construction of the Redmond Reservoir Expansion Project located in Bensenville. Modification One to this MOU is to utilize the remaining funds allocated to the project that were above the original bid amount to address additional construction necessary to meet the intent of the project. Funding is provided by the Community Development Block Grant Disaster Relief (CDBG-DR) funds administered by Community Development, for additional amount of $297,017.20. Once Modification One is approved, a total of $3,750,000 in CDBG-DR funds will be allocated towards payment for approved project related expenses.

CDBG-DR funds are part of over $31,000,000 distributed by the Department of Housing and Urban Development (HUD) that was received by the County for projects related to the flooding experienced in April 2013.
MODIFICATION ONE TO THE INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING FOR PROJECT CDBG-DR-15 – REDMOND RESERVOIR EXPANSION PROJECT – BETWEEN THE COUNTY OF DUPAGE AND DUPAGE STORMWATER DEPARTMENT

THIS MODIFICATION ONE TO AGREEMENT CDBG-DR-15 is entered into this 11th day of September, 2018 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called “COUNTY”) and DUPAGE STORMWATER DEPARTMENT (hereinafter called “DEPARTMENT”), as a staff agency of the COUNTY OF DUPAGE, Illinois (hereinafter called "COUNTY"), will complete the project described herein.

The purpose of this MODIFICATION ONE is to modify an existing Memorandum of Understanding between the above parties known as Project CDBG-DR-15, which was adopted by Resolution SM-R-0124-18 on April 10, 2018, to provide COUNTY with Community Development Block Grant Disaster Relief (CDBG-DR) funding in the amount of $2,452,982.80 for the excavation of approximately 20.5 acre-feet along the east side of Redmond Reservoir to increase stormwater detention capacity. Additional work includes basin re-grading, tree removals, topsoil, new seeding, pavement removal & replacement, landscaping with native species, and an annual establishment and monitoring program, in an area affected by the April 2013 flood events (the PROJECT) (hereinafter, together with this modification, called “Memorandum of Understanding”) covered by the CDBG-DR funds.

In consideration of the premises of the Memorandum of Understanding, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement in accordance with Section II of the Agreement:

1. Section II. B. is hereby deleted in its entirety and the following substituted therefore:

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

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

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

The use of CDBG-DR funds for the above activities under this AGREEMENT shall be limited to a maximum of TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS ($2,750,000).
2. Section III. Amount and Terms of Grant

A. The COUNTY shall allocate the maximum amount of up to TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS ($2,750,000) for payment of approved PROJECT-related expenses out of a total current project budget of TWO MILLION FOUR HUNDRED FIFTY TWO THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND 80/100 DOLLARS ($2,452,982.80). Additional funds have been made available to match the budget of the current CDBG-DR Action Plan Substantial Amendment #5 and to secure funding in the event of an additional change order or cost increase. All change orders will be approved by Community Development staff and any additional funding needed for work that is not included in the original scope will require an additional approval and modification to the MOU. The disbursement of CDBG-DR funds shall be pursuant to this Memorandum of Understanding. The DEPARTMENT shall submit requests for disbursement not more frequently than once per month based upon PROJECT expenses incurred. Requests for disbursement shall include supporting documentation of the PROJECT expenses identified on the disbursement request. At the direction of DEPARTMENT, the COUNTY shall either disburse the requested amounts as direct payments to the PROJECT’S contractor(s) and, or, vendor(s), or, where the DEPARTMENT has already paid third-party expenses, the COUNTY shall disburse such funds into a designated DEPARTMENT fund as reimbursement of such expenses.

The DEPARTMENT shall abide by the ACT and its use of CDBG-DR funds for the purpose set forth in Section II, above.

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

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

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

3. In all other respects, the Memorandum of Understanding shall remain unchanged and in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Modification on the dates recited below:

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

Daniel J. Cronin, Chairman
DuPage County Board

Date

Paul Hinds, County Clerk

DEPARTMENT: DUPAGE COUNTY STORMWATER DEPARTMENT

BY: ________________________________

DATE: ________________________________

ATTEST: ________________________________

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

WHEREAS, the COUNTY requires professional engineering services to assist with the development of the St. Joseph Creek Watershed Plan; and

WHEREAS, the St. Joseph Creek watershed is located in central DuPage County and drains areas within the Villages of Downers Grove, Lisle, Westmont, and Unincorporated DuPage County; and

WHEREAS, the watershed generally consists of residential and commercial development, and undeveloped areas comprised mostly of Park District properties and community parks; and

WHEREAS, due to significant flooding that has occurred within the watershed over the past ten years, the St. Joseph Creek communities have requested that the watershed be reevaluated to address remaining flooding and water quality issues; and

WHEREAS, the COUNTY requires professional engineering services from a consultant to provide technical assistance during the preparation of the St. Joseph Creek Watershed Plan; and

WHEREAS, the CONSULTANT will assist with updating the FEQ model, checking the model calibration, development and evaluation of flood control alternatives, performing economic analysis and the public review process; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed $85,000.00; 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
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Engineering Resource Associates, Inc is hereby accepted and approved in an amount not to exceed eighty-five thousand dollars ($85,000.00); and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Engineering Resource Associates, Inc., 3S701 West Ave., Ste. 150, Warrenville, IL 60555, Attn: John Green, Pres., Anthony Hayman/State's Attorney’s Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Stormwater Management.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 22, 2018</td>
<td>$85,000</td>
<td>THROUGH DECEMBER 31, 2019</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

- Jan Janowicz  Completed  08/22/2018 11:03 AM
- Tony Charlton  Completed  08/22/2018 3:14 PM
- Kathy Ostrowski  Completed  08/22/2018 4:28 PM
- James McGuire  Completed  08/23/2018 5:00 PM
- Paul Rafac  Completed  08/27/2018 11:11 AM
- Tom Cuculich  Completed  08/27/2018 11:17 AM
- Kathy Ostrowski  Completed  08/29/2018 11:52 AM
- Stormwater Management Committee  Pending  09/04/2018 7:30 AM
- Finance Committee  Pending  09/11/2018 8:00 AM
- County Board  Pending  09/11/2018 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></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Stormwater Management</td>
<td>Contact: S Hunn</td>
<td>Phone: 6676</td>
<td>Assigned Stormwater Committee: Management</td>
</tr>
</tbody>
</table>

#### Description of Procurement/Scope of Work/Background
Professional engineering services to assist with the development of the St. Joseph Creek Watershed Plan. The tasks will include assisting with updating the EQO model, checking the model calibration, development and evaluation of flood control alternatives, performing economic analysis and the public review process.

#### Reason for Procurement
Stormwater Management requires professional engineering services from a consultant to provide technical assistance during the preparation of the St. Joseph Creek Watershed Plan.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): FY18 1600-3000-53010 $85,000
- Budget Transfer (Date) __________ Add’l Information __________

### DECISION MEMO NOT REQUIRED

- LOGEST 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(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) 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 (DPC-4-107) 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)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Aug 21, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>8-21-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommended for Approval</th>
<th>Date</th>
<th>If Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Aug 23, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>8-23-18</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Procurement Officer</th>
<th>Aug 23, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>8-23-18</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Aug 27, 2018</th>
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</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>8-27-18</td>
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</table>

<table>
<thead>
<tr>
<th>Chairman's Office</th>
<th>July 28, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
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<tr>
<td></td>
<td>7-28-18</td>
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</tbody>
</table>
Decision Memo
Procurement Services Division

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

Date: Aug 21, 2018
MinuteTraq (IQM2) ID #: 13335
Department Requisition #: ____________

Requesting Department: Stormwater Management
Department Contact: S. Hunn
Contact Email: sarah.hunn@dupageco.org
Contact Phone: 6676

Vendor Name: Engineering Resource Associates
Vendor #: 10903

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

Approval of new engineering contract to assist with the watershed evaluation and preparation of the St. Joseph Creek Watershed Plan.

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

St. Joseph Creek is tributary to the East Branch DuPage River, this area was identified as an area of severe damage in the April 2013 flood as well as the October 2017 flood event. Due to significant flooding that has occurred within the watershed, the St. Joseph Creek communities have requested that the watershed be reevaluated to address remaining flooding and water quality issues.

Strategic Impact

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

Quality of Life

This watershed plan will assist with identifying water quality and water quantity solutions that will improve the quality of life for the DuPage County residents who live within this watershed.

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

This contract was vetted based on the County's Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 5 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater has determined that ERA has the most qualified staff based on the information received to perform necessary services. Based on a comprehensive review of the Statement of Interest, Stormwater Management determined that ERA is qualified to perform this work on the behalf of the County.

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

1) Award a contract to ERA, a full service engineering firm, for assistance in this watershed planning contract.

2) Hire additional in-house hydraulic engineers to assist with the development of this watershed plan.

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

FY18 1600-3000-53010 $85,000
## Purchase Requisition
### Procurement Services Division

**Date:** Aug 21, 2018  
**MinuteTraq (IQM2) ID #:** 13335  
**Department Req #:** 16001  
**RFP, Bid or Quote #:**

### Send Purchase Order To:
- **Vendor:** Engineering Resource Associates, Inc.  
  - Vendor #: 10903
- **Attn:**  
- **Address:** 35701 West Ave. Ste 150  
  - City: Warrenville  
  - State: IL  
  - Zip: 60555-3256  
- **Phone:** (630) 393-3060  
  - Fax: (630) 393-2152

### Send Invoices To:
- **Vendor:** Engineering Resource Associates, Inc.  
  - Vendor #: 10903
- **Attn:**  
- **Address:** 35701 West Ave. Ste 150  
  - City: Warrenville  
  - State: IL  
  - Zip: 60555-3256  
- **Phone:** (630) 393-3060  
  - Fax: (630) 393-2152

### Send Payments To:
- **Vendor:** Engineering Resource Associates, Inc.  
  - Vendor #: 10903
- **Attn:**  
- **Address:** 35701 West Ave. Ste 150  
  - City: Warrenville  
  - State: IL  
  - Zip: 60555-3256  
- **Phone:** (630) 393-3060  
  - Fax: (630) 393-2152

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

### PER 50 ILCS 505/1
- **Use for PO25 only:**
- **Contract Administrator:** Alicia Favela  
  - **Contract Start Date:** Sep 11, 2018  
  - **Contract End Date:** Dec 31, 2019  
  - **Use for PO25 only:**

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension | Requisition Total
---|---|---|---|---|---|---|---|---|---|---|---|---|
1 | 1 | EA | | This contract is for Professional engineering services to assist with the development of the St. Joseph Creek Watershed plan for the period of September 4, 2018 through December 31, 2019. | 18 | 1600 | 3000 | 53010 | | 85,000.00 | 85,000.00 | 85,000.00
2 | | | | | | | | | | |
3 | | | | | | | | | | |
4 | | | | | | | | | | |

### 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 ENGINEERING RESOURCE ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 11th day of September, 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 ENGINEERING RESOURCE ASSOCIATES, INC, an Illinois limited liability corporation licensed to do business in the State of Illinois, with offices at 3S701 West Avenue Suite 150, Warrenville, IL 60555; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

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

WHEREAS, the COUNTY requires professional engineering services to assist with the development of the St. Joseph Creek Watershed Plan; and

WHEREAS, the St. Joseph Creek watershed is located in central DuPage County and drains areas within the Villages of Downers Grove, Lisle, Westmont, and Unincorporated DuPage County; and

WHEREAS, the watershed generally consists of residential and commercial development, and undeveloped areas comprised mostly of Park District properties and community parks; and

WHEREAS, due to significant flooding that has occurred within the watershed over the past ten years, the St. Joseph Creek communities have requested that the watershed be reevaluated to address remaining flooding and water quality issues; and

WHEREAS, the COUNTY requires professional engineering services from a consultant to provide technical assistance during the preparation of the St. Joseph Creek Watershed Plan; and
WHEREAS, the CONSULTANT will assist with updating the FEQ model, checking the model calibration, development and evaluation of flood control alternatives, performing economic analysis and the public review process; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed eighty-five thousand dollars and no cents ($85,000.00); 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 Planning Committee of the DuPage County Board has reviewed and recommended approval of this 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.

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 Deputy Director of the Stormwater Management Department (hereinafter referred to as the "Deputy Director"), 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 Deputy Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the CDeputy Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS 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 December 31, 2019, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Deputy Director directs, the
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 eighty-five thousand dollars and no cents ($85,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the base hourly rates of CONSULTANT’s staff. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved vendors’ technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.” After January 1, 2019 the CONSULTANT may make a one-time adjustment to its schedule of hourly rates attached as Exhibit C provided, however, that no rate may be increased by more than five percent (5%) and provided, further, CONSULTANT shall give the COUNTY thirty (30) day notice of any new rate(s) before invoicing the COUNTY for work performed at such rates.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

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

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

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

7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

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

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

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT’S, or its vendor’s, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS.

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. 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 December 31, 2019, or to a new date agreed upon by the parties.

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

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

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT.

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

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

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

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

18.0 ASSIGNMENT.

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

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Engineering Resource Associates, Inc
3S701 West Avenue, Suite 150
Warrenville, IL
ATTN: Jon Green, President

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

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

22.0 WAIVER OF/Failure TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same
extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

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

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

26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.

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

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

COUNTY OF DUPAGE         ENGINEERING RESOURCE ASSOCIATES, INC

BY:_________________________________  BY:__________________________
   DANIEL J. CRONIN               JON GREEN

ATTEST:

BY:__________________________  BY:_________________________________
   PAUL HINDS, COUNTY CLERK     NAME:_____________
   TITLE:______________________
EXHIBIT A

SCOPE OF WORK

This AGREEMENT is an on-call contract in which the CONSULTANT shall perform tasks assigned by the Deputy Director. These tasks may include the following:

SCOPE OF SERVICES

1. Meetings and Coordination – It is anticipated that a steering committee will be organized including Consultant (ERA), the County, Village of Downers Grove, Village of Lisle, and the Village of Westmont. ERA will meet and coordinate with the steering committee and potentially impacted property owners throughout the duration of the project. We have anticipated the following five (5) meetings:
   a. Steering committee meeting to discuss existing conditions findings and potential alternatives to analyze.
   b. Steering committee meeting to discuss initial results of the proposed alternatives and to identify further opportunities.
   c. Initial meeting with stakeholders/property owners to discuss preliminary alternative. The purpose of this meeting is to determine the viability of the alternatives.
   d. Steering committee meeting to discuss additional results.
   e. Follow up stakeholder/property owners meeting to discuss final alternatives and recommendations.

2. Supplemental Survey – ERA will work with the County to collect cross-sections, low entry elevations, topo, etc., where needed. It is anticipated that the County’s on-call surveyor will complete most of the survey work and ERA will pick up necessary survey in the areas in which we have already performed significant survey for the Village of Downers Grove and the Village of Lisle.

3. Public Outreach – It is anticipated that three public meetings will be held throughout the project duration. ERA will attend each meeting and be available for questions and answers. ERA will support County staff in developing presentations for the public meetings.

4. Existing Conditions FEQ Model Review and Support – It is anticipated that the County will complete the existing conditions FEQ model. ERA will support the County’s efforts by providing survey information, XPSWMM information and plan information. ERA will review the model and assist the County in the areas that we have a detailed understanding of flooding. It is anticipated that these areas include the Village of Downers Grove upstream of Barth Pond and the Village of Lisle near the confluence with the East Branch DuPage River.

5. Alternatives Analysis – ERA will work closely with the County, Village of Downers Grove, Village of Lisle, and the Village of Westmont to determine viable alternatives. Working closely with County and municipal staff ERA will evaluate up to 5 alternatives and combinations of alternatives using FEQ modeling. It is anticipated that the proposed alternatives modeling will use the existing conditions model developed by the County as the starting point for the proposed analysis.
6. **Cost/Benefit Analysis** – Cost estimates will be prepared for each of the identified alternatives. The analysis will consider future maintenance costs, private property restoration, property acquisition, easement acquisition, infrastructure costs, construction access, etc. A benefit analysis will be performed using DEC 2 results provided by the County. The analysis will include direct benefits such as structures removed from flooding and flood elevation reduction for structures. The analysis will also include indirect benefits such as reduction in road closures, reduction in flood response time, etc.

7. **Exhibit Development** – ERA will develop proposed conditions exhibits for the alternatives that appear to be cost effective. The exhibits will be constructed to show proposed flooding graphically overlaid on aerial photos. It is anticipated that the exhibits will be prepared in GIS, AutoCAD, & InDesign. ERA will work with County staff in creating visual aids for public meetings and for the watershed plan report.

8. **Report Preparation** – It is anticipated that ERA will assist the County in preparing a watershed report. It is anticipated that ERA will author the proposed alternatives section of the report and prepare data tables and graphs that show the results of the identified alternatives. ERA will also perform QA/QC review of the report sections written by the County. To promote “buy in” from the public and political leaders the report will be structured and written in a manner that is simple to follow and understand. Graphics, charts, and tables will be utilized rather than long descriptive narrative.
EXHIBIT B

DELIVERABLES

The following deliverables are indicative of the deliverables that may be requested by the County under the terms of this contract. This contract will have deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
   - Cross-section plots
   - Location map plotted on County topographic maps
   - Sketches of hydraulic structures
   - Computer input/output
   - Photographs of existing conditions
5. Existing stormwater conveyance system maps
6. Local watershed map
7. Horizontal and vertical control point map
8. Horizontal and vertical control point descriptions
9. Hydrologic model input and output files (hard copy and computer disk)
10. Hydraulic model input and output files (hard copy and computer disk)
11. Exhibits and props for public, committee, and County Board presentations
EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT’S STAFF

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


STANDARD 2.8 MULTIPLIER CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

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<th>Staff Category</th>
<th>Hourly Billing Rate</th>
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<tr>
<td>Professional Engineer VI</td>
<td>$220 - $240</td>
</tr>
<tr>
<td>Professional Engineer V</td>
<td>$200 - $220</td>
</tr>
<tr>
<td>Professional Engineer IV</td>
<td>$160 - $200</td>
</tr>
<tr>
<td>Professional Engineer III</td>
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<tr>
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<tr>
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<tr>
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<tr>
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<td>$80 - $90</td>
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<tr>
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<tr>
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</tr>
<tr>
<td>Engineering Intern I</td>
<td>$30 - $40</td>
</tr>
<tr>
<td>Engineering Technician V</td>
<td>$110 - $120</td>
</tr>
<tr>
<td>Engineering Technician IV</td>
<td>$100 - $110</td>
</tr>
<tr>
<td>Engineering Technician III</td>
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<td>Engineering Technician II</td>
<td>$60 - $80</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$40 - $60</td>
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<tr>
<td>Environmental Director</td>
<td>$140 - $160</td>
</tr>
<tr>
<td>Environmental Specialist III</td>
<td>$130 - $140</td>
</tr>
<tr>
<td>Environmental Specialist II</td>
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<td>$80 - $110</td>
</tr>
<tr>
<td>Professional Surveyor II</td>
<td>$140 - $170</td>
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<tr>
<td>Professional Surveyor I</td>
<td>$110 - $140</td>
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<tr>
<td>Surveyor IV</td>
<td>$80 - $100</td>
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<tr>
<td>Surveyor III</td>
<td>$70 - $80</td>
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</tbody>
</table>
Surveyor II $60 - $70
Surveyor I $40 - $60
GIS/Public Outreach $70 - $90
Administrative Director $120 - $150
Administrative Staff IV $90 - $120
Administrative Staff III $80 - $90
Administrative Staff II $70 - $80
Administrative Staff I $60 - $70

Direct Costs will be billed at their actual rate incurred.
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.

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoardPolicies/

I hereby acknowledge and understand these requirements.

Authorized Signature: [Signature on File]

Printed Name: Jon Green

Title: President

Date: Aug 21, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
## Required Vendor Ethics Disclosure Statement (continued)

<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>Citizens for Dan Cronin (DuPage County Board Chairman)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$250.00</td>
<td>09/28/2017</td>
</tr>
<tr>
<td>Citizens for Donald E. Puchalski (DuPage County Board District 1 and Chairman Transportation Committee)</td>
<td>Engineering Resource Associates, Inc.</td>
<td>Check</td>
<td>$200.00</td>
<td>04/05/2018</td>
</tr>
</tbody>
</table>

Signature on File

Signature

Date: 08/21/2018

Page 2 of 2
Requisition under 25k dollars

2018-209
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>August 15, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10,000.00</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

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<thead>
<tr>
<th>Name</th>
<th>Status</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
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<td>08/15/2018 12:11 PM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>08/17/2018 8:58 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/17/2018 9:48 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>08/17/2018 12:55 PM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>08/21/2018 2:30 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>08/23/2018 4:04 PM</td>
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<tr>
<td>Stormwater Management Committee</td>
<td>Pending</td>
<td>09/04/2018 7:30 AM</td>
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</table>
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Vulcan Construction Materials, LLC</th>
<th>Vendor #: 22390</th>
<th>Contract Term: 4/1/18-3/31/19</th>
<th>Contract Total: $10,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Jamie Lock</td>
<td>Phone: (630) 407-6705</td>
<td>Assigned Committee:</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

$10,000.00 - Throughout the year, stormwater management inspects and maintains all flood control facilities to ensure they are able to function as intended. Occasionally, these facilities need repairs to be performed by our in-house crew, most of which require materials to be purchased in order for the repairs to be made.

**Reason for Procurement**

Stormwater Management is in need of a contract for purchase of stone materials required for maintenance and repair of our county wide flood control facilities.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY18 1600-3000-52270
- Budget Transfer (Date) ___________ Add'l Information ___________

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-039-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ___________, Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**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)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tr>
<td></td>
<td>Jul 19, 2018</td>
<td></td>
<td>7-24-18</td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
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<td>8-17-18</td>
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<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>8-21-18</td>
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</table>

| Sm | 9-4-18 |

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
## Purchase Requisition
### Procurement Services Division

**Date:** Jul 19, 2018

**MinuteTraq (IQM2) ID #:**

**Department Req #:** 16001

**RFP, Bid or Quote #:** 18-039

### Send Purchase Order To:
- **Vendor:** Vulcan Construction Materials, LLC
  - Vendor #: 22390
- **Attn:** Ali Jones
- **Email:** jonesal@vmemail.com
- **Address:** 1000 E. Warrenville Rd., Ste. 100
- **City:** Naperville
- **State:** IL
- **Zip:** 60563
- **Phone:** (630) 955-8580
- **Fax:** (630) 955-4453

### Send Invoices To:
- **Dept:** DuPage County Stormwater
- **Division:**
- **Attn:** Jamie Lock
- **Email:** jamie.lock@dupageco.org
- **Address:** 421 N. County Farm Rd.
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** (630) 407-6705
- **Fax:** (630) 407-6701

### Send Payments To:
- **Vendor:** same
- **Vendor #:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

### Ship To:
- **Dept:** DuPage County Stormwater
- **Division:**
- **Attn:**
- **Email:**
- **Address:** 421 N. County Farm Rd.
- **Room:**
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:**
- **Fax:**

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

### Use for
- **Contract Administrator:** Alicia Favela
- **Contract Start Date:** Apr 1, 2018
- **Contract End Date:** Mar 31, 2019

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension
---|---|---|---|---|---|---|---|---|---|---|---
1 | 1 | EA | This contract is for Coarse and fine aggregates per lowest responsible bid 13-039-GV for the period of April 1, 2018 through March 31, 2019. | 18 | 1600 | 3000 | 52270 | | | 10,000.00 | 10,000
2 | | | | | | | | | | | |
3 | | | | | | | | | | | |
4 | | | | | | | | | | | |
5 | | | | | | | | | | | |

### Requisition Total
- **$ 10,000.00**

### Header Comments
(这些评论将出现在PO20和PO25采购订单上):

### Special Instructions/Comments to Buyer or Approver
(这些评论将不会出现在采购订单上):

### User Department Internal Notes
(这些评论将不会出现在采购订单上):

---

*Packet Pg. 90*
<table>
<thead>
<tr>
<th></th>
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<tr>
<td>MARCOTT ENTERPRISES, INC</td>
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<td>NO BID</td>
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<td>NO BID</td>
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</table>

INV SENT: 21  PLANHOLDERS: 7  TOTAL BIDS RECEIVED: 2
Required Vendor Ethics Disclosure Statement

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

Company Name: Vulcan Materials
Company Contact: Justin Loukota
Contact Phone: 224-227-2406
Contact Email: LoukotaJ@VCM.com

Bid/Contract/PO #: ____________________________
Date: ____________________________

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all Individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner30 days prior to the optional renewal of any contractAnnual disclosure for multi-year contracts on the anniversary of said contractWith any request for change order except those issued by the county for administrative adjustments.

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

http://www.dupagesco.org/CountyBoard/Policy/

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

Authorized Signature ____________________________

Printed Name James Bolomy
Title Vice President/General Manager
Date 7/11/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT AND THE COUNTY OF DUPAGE FOR THE TRIANGLE PARK RESTORATION PROJECT IN WOODRIDGE

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

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

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program ("PROGRAM") which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the PARK DISTRICT has identified an area within Triangle Park that experiences extreme erosion in a channelized ditch; and

WHEREAS, the subject area experiences high channel velocities that uproots trees and erode the streambanks; and

WHEREAS, the PARK DISTRICT has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increase DO levels. BMPS will establish a permanent pollutant filtration buffer along the project corridor; and

WHEREAS, the COUNTY, the PARK DISTRICT, and the general public will benefit from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be one million seventy-one thousand five hundred dollars and no cents ($1,071,500.00); and

WHEREAS, the PARK DISTRICT has requested that the COUNTY provide funding assistance for the PROJECT in the amount of thirty-eight thousand dollars and no cents ($38,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the PARK DISTRICT is the PROGRAM funding recipient, the PARK DISTRICT shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter "AGREEMENT"); and
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the PARK DISTRICT is hereby accepted and approved in an amount not to exceed thirty-eight thousand; and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Woodridge Park District, 2600 Center Drive, Woodridge, IL 60517, Attn: Jenny Knitter; and Anthony Hayman/State's Attorney's Office.

Enacted and approved this 11th day of September, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tr>
<td>August 21, 2018</td>
<td>$38,000</td>
<td>THROUGH NOVEMBER 30, 2019</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  
Intergovernmental Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
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<tbody>
<tr>
<td>Jan Janowicz</td>
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<tr>
<td>Tony Charlton</td>
<td>Completed</td>
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</tr>
<tr>
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</tr>
<tr>
<td>James McGuire</td>
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</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
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<td>09/11/2018 8:00 AM</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>09/11/2018 10:00 AM</td>
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**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: Woodridge Park District</th>
<th>Vendor #: 1367</th>
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<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Clayton Heffler</td>
</tr>
<tr>
<td>Contract through November 30,</td>
<td>Phone: 630-407-6729</td>
</tr>
<tr>
<td>Term: 2019</td>
<td>Assigned: Stormwater Management</td>
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<tr>
<td>Contract Total: 38,000</td>
<td>Committee: Stormwater Management</td>
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Description of Procurement/ Scope of Work/ Background

The Park District has requested Stormwater Ordinance related PCBMP water quality funds for their Triangle Park Restoration Project that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increase DO levels. PCBMPs will establish a permanent pollutant filtration buffer along the project corridor. The DuPage County Stormwater Management Plan recognizes improving water quality as an integral part of the proper management of storm and flood waters.

Reason for Procurement

The Park District and the general public will benefit from the project through improved water quality in the watershed.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)):
- [ ] 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(5) (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 (DPC-4-107) 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)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>If Approval, if required</th>
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<tbody>
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**REVIEWED BY (Initials Only)**

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<th>Buyer</th>
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<th>Chairman's Office (Decision Memos Over $25,000)</th>
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<tbody>
<tr>
<td></td>
<td>8-27-18</td>
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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
This contract is for the Triangle Park Restoration Project in Woodridge for the period of September 11, 2018 through November 30, 2019.
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WOODRIDGE PARK DISTRICT
AND THE COUNTY OF DUPage FOR THE TRIANGLE PARK RESTORATION
PROJECT IN WOODRIDGE

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 11th day of September, 2018 between the County of DuPage, a body corporate and politic, (hereinafter referred to as the "COUNTY") with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Woodridge Park District, an Illinois Park District, (hereinafter referred to as the "PARK DISTRICT") with offices located at 2600 Center Drive, Woodridge, Illinois, 60517.

REQUITALS

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

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

WHEREAS, pursuant to authority granted at 55 ILCS 5/5-1062.3, and 5/5-15001, et seq., the COUNTY is authorized to take action to control flooding, manage stormwater and to enter into agreements for the purposes of stormwater management and flood control; and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan, which plan recognizes on-site detention, stream maintenance, erosion control, and water quality as integral parts of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has further adopted a Post Construction Best Management Practices Fee In Lieu Program ("PROGRAM") which provides funding assistance to design, construct, and maintain water quality or runoff volume reduction improvements; and

WHEREAS, the PARK DISTRICT has identified an area within Triangle Park that experiences extreme erosion in a channelized ditch; and

WHEREAS, the subject area experiences high channel velocities that uproots trees and erode the streambanks; and

WHEREAS, the PARK DISTRICT has developed a work plan for a project ("PROJECT") that will reduce soil loss and reduce TSS, BOD, TP and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increase DO levels. BMPS will establish a permanent pollutant filtration buffer along the project corridor; and

WHEREAS, the COUNTY, the PARK DISTRICT, and the general public will benefit
from the PROJECT through improved water quality in the watershed; and

WHEREAS, the PROJECT qualifies for funding through the PROGRAM; and

WHEREAS, the cost to construct the PROJECT is estimated to be one million seventy-one thousand five hundred dollars and no cents ($1,071,500.00); and

WHEREAS, the PARK DISTRICT has requested that the COUNTY provide funding assistance for the PROJECT in the amount of thirty-eight thousand dollars and no cents ($38,000.00), which funding assistance shall be paid by the COUNTY from the PROGRAM; and

WHEREAS, insofar as the PARK DISTRICT is the PROGRAM funding recipient, the PARK DISTRICT shall provide all funds for the PROJECT, paying all PROJECT expenses up front, and being reimbursed by the COUNTY at a later date in the amounts specified per the attached INTERGOVERNMENTAL AGREEMENT (also hereafter “AGREEMENT”); and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

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

2.0 PROJECT DESCRIPTION.

The PROJECT addresses the existing site issues including extreme erosion in a channelized ditch with lack of native vegetation or wetland habitat. It also has high channel velocities causing uprooting of trees and continued erosion to the streambanks. The solution to these problems is to implement the following best management practices:

- Approximately 650 linear feet of stream re-meandering
- Construction of up to 0.7 acres of wetland, including 3 wetland basins east of the proposed channel. Side channel wetlands will also be constructed.
- Total (including stream channel and wetlands) of approximately 1.9 acres of native plant seeding and plug installation.
- Stabilization of up to 1,080 of existing highly eroded streambanks, with re-grading and native plantings.
- 5 rock riffle structures.
3.0 FUNDING.

3.1 The PROJECT costs are estimated to be one million seventy-one thousand five hundred dollars and no cents ($1,071,500.00). Thirty-eight thousand dollars and no cents ($38,000.00) are being requested from the DuPage County Fee-In-Lieu funds, which is three and fifty-five hundredths percent of the overall cost of the PROJECT.

3.2 The PARK DISTRICT shall be responsible for bearing all cost overruns, which includes all PROJECT expenses in excess of the PROJECT cost estimate in Paragraph 3.1, above, regardless of the cause of such cost increase, unless the PARK DISTRICT and COUNTY agree to apportion such extra costs before such additional costs are incurred.

3.3 This AGREEMENT shall in no way obligate the PARK DISTRICT to undertake this PROJECT if the PARK DISTRICT in its sole discretion determines that it is no longer in the PARK DISTRICT’S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2019, the PARK DISTRICT shall promptly reimburse the COUNTY any monies paid by the COUNTY to the PARK DISTRICT pursuant to this AGREEMENT. The PARK DISTRICT’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the PARK DISTRICT’S timely and satisfactory completion of the PROJECT.

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

4 PARK DISTRICT’S RESPONSIBILITIES.

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

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

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

4.4 The PARK DISTRICT shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY’S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

4.5 The PARK DISTRICT shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

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

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

4.8 The PARK DISTRICT shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than three and fifty-five hundredths percent (3.55%) of total incurred PROJECT costs up to the dollar limit established in Paragraph 3.1. Each invoice shall show the quantities and cost per item and be summarized by PROJECT area.

4.9 The PARK DISTRICT shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY’S obligation to reimburse the PARK DISTRICT in the amounts herein agreed upon, nor shall this provision affect the PARK DISTRICT’S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.

4.10 The PARK DISTRICT shall make any data collected from the PROJECT available to the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The PARK DISTRICT and PARK DISTRICT’S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The PARK DISTRICT shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the PARK DISTRICT shall strictly enforce all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the PARK
DISTRICT beyond the usual burdens and liabilities for an Illinois Park District in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY’S role in conducting any review or granting any consent or approval relates solely to the PROJECT’S eligibility, or whether any particular costs is an allowable expense, under the COUNTY’S Countywide Post Construction Best Management Practices Program for water quality.

4.12 The PARK DISTRICT shall acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in any printed materials promoting the PROJECT.

4.13 The PARK DISTRICT agrees to provide the COUNTY with estimates of pollutant load reduction from the project for Total Phosphorus (lb/yr), Total Nitrogen (lb/yr), Total Suspended Solids (t/yr), and Biological Oxygen Demand (lb/yr). Pollutant Load Reduction estimates should be determined by methodology approved by DuPage County and/or the Illinois EPA.

5.0 COUNTY’S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT’S plans and specifications, prior to the PARK DISTRICT’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY’S Site Runoff Storage Variance Fee Program.

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

5.2.1 The COUNTY shall reimburse the PARK DISTRICT for approved costs associated with the PROJECT at a fixed proportion of three and fifty-five hundredths percent (3.55%) of the PROJECT costs, which have been incurred and paid for by the PARK DISTRICT, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed thirty-eight thousand dollars and no cents ($38,000.00).

5.2.3 In the event that the PROJECT’S costs total less than thirty-eight thousand dollars and no cents ($38,000.00), the COUNTY’S total reimbursement amount shall be not more than three and fifty-five hundredths percent (3.55%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the PARK DISTRICT.
5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2019, regardless of when the work was completed and notwithstanding that the COUNTY’S contribution limit has not been reached.

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

6.0 GOVERNMENT REGULATIONS.

6.1 The PARK DISTRICT shall comply with all local, State and Federal requirements now in force, or which may hereafter be in force, pertaining to the Project.

7.0 INDEMNIFICATION.

7.1 The PARK DISTRICT shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the PARK DISTRICT’S performance under this AGREEMENT, to the fullest extent the PARK DISTRICT is so authorized under the law; provided, however, that the PARK DISTRICT shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The PARK DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the PARK DISTRICT and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the PARK DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the PARK DISTRICT and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph
7.1 is to be the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove PARK DISTRICT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the PARK DISTRICT or its consultants, contractors or agents. The PARK DISTRICT’S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

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

9.1.1 November 30, 2019 or to a new date agreed upon by the parties.

9.1.2 The completion by the PARK DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2019.

10 ENTIRE AGREEMENT.

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

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

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

10.4 In 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.

11.0 SEVERABILITY.

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

12 GOVERNING LAW.

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

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

13.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

13.1 Any notice required by the provisions of this Agreement shall be mailed to:

Ms. Jenny Knitter  
Superintendent of Planning and Development  
Woodridge Park District  
2600 Center Drive  
Woodridge, Illinois  60517

Clayton Heffter  
Stormwater Permitting Manager  
DuPage County Stormwater Management  
421 North County Farm Road  
Wheaton, Illinois  60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

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

BY: __________________________
DANIEL J. CRONIN
CHAIRMAN

ATTEST:

BY: __________________________
PAUL HINDS, COUNTY CLERK

WOODRIGE PARK DISTRICT

BY: __________________________

NAME:
TITLE:

ATTEST:

BY: __________________________

NAME:
TITLE:
July 11, 2018

DuPage County Stormwater Management
Stormwater Permitting Manager
Mr. Clayton Heffter
421 N. County Farm Road
Wheaton, IL 60187

RE: Triangle Park Restoration Project – Long Range Solution –
Formal Request for BMP Fee-in-Lieu Program Funding

Dear Mr. Heffter,

This letter is a formal request from the Woodridge Park District for DuPage County’s Fee-In-Lieu Funding for the Triangle Park Restoration Project in the amount of $38,000.

Vicinity Map: As depicted above, the proposed Triangle Park Restoration Project Area is located immediately south of the mainstem of Prentiss Creek. The mainstem of Prentiss Creek flows from east
to west, and is located north of 63rd Street. The 1.9-acre Triangle Park parcel is owned by the Woodridge Park District.

The proposed Triangle Park Restoration Project addresses the existing site issues including extreme erosion in a channelized ditch with lack of native vegetation or wetland habitat. It also has high channel velocities causing uprooting of trees and continued erosion to the streambanks. The solution to these problems is to implement the following best management practices:

- Approximately 650 linear feet of stream re-meandering
- Construction of up to 0.7 acres of wetland, including 3 wetland basins east of the proposed channel. Side channel wetlands will also be constructed.
- Total (including stream channel and wetlands) of approximately 1.9 acres of native plant seeding and plug installation.
- Stabilization of up to 1,080 of existing highly eroded streambanks, with re-grading and native plantings.
- 5 rock riffle structures.

**Urban Vegetative Native Plant Filter Strip (1.9 acres in total)**

Deep-rooted plantings in the Project Area will be installed in the entire 1.9 acre parcel riparian corridor at the Project Site. The native plant buffer will filter runoff flowing through the stream channel. The native plant filter strip will also filter road runoff as well as residential runoff adjacent areas. The urban filter strip will expand the area of wetland and buffer at the Project Site. The installation of deep-rooted plantings will improve infiltration of urban runoff and provide pollutant filtration (TS, BOD). Native groundcover such as grasses and forbs will enhance the uptake of phosphorus and nitrogen nutrients which could otherwise runoff from manicured and fertilized turf lawn areas, causing pollution impacts in the waterway. The plantings will also help prevent loss of bank soils and promote bank stability. Installation of plantings will also promote filtration and assimilation of nutrients (TP, TN) as well as contaminated runoff that can be discharged from surrounding upland areas. This will reduce pollutant loadings to the downstream East Branch DuPage River. Aquatic habitat along the South Tributary to Prentiss Creek riparian corridor will be enhanced and diversified

Removal of non-native and/or invasive shrubs and trees such as such as common buckthorn (Rhamnus cathartica), honeysuckle (Lonicera x bella), and box elder (Acer negundo) would occur in work areas depicted in the Engineering Plans. Non-native or invasive species will be replaced with native herbaceous groundcover. This management will provide enhancement, improve sunlight levels, increase the establishment of ground-stabilizing vegetation along the South Tributary to Prentiss Creek in currently eroding areas, and expand the area and quality of wetland habitat along the stream channel.

**Water Quality Treatment Volumes**

Up to 1.8 acre-feet of polluted runoff storage will be provided in a proposed native wetland and native plant corridor. Polluted runoff will be collected, detained, filtered, and slowly released into the South Tributary of Prentiss Creek due to the construction of proposed wetland areas. The 1.8 acre-feet of runoff storage is enough storage area to treat 0.13 inches of runoff from the entire watershed (166 acres) during major runoff events at any given time. Of course, a much larger volume of runoff will be treated by flowing through the native plant corridor to be constructed. All runoff from upstream areas will be filtered through the restored stream channel and the proposed wetland areas.

The proposed project will reduce impacts of total suspended solids and total phosphorus in the East Branch DuPage River. These pollutants have been identified by the Illinois EPA in the October 2004 DuPage County TMDL Status Report as 303(d) impairments in the EBDR (as referenced on Table 1-2 of the DuPage County Water Quality BMP Technical Guidance Report, March 2008). Stream stabilization will directly reduce loss of soils and associated impacts from total suspended solids and phosphorus in the downstream East Branch DuPage River.
Wetland Restoration (3 Areas)

There are no existing wetlands areas at the project site. This was confirmed with Village of Woodridge Wetland Consultant (Benes and Associates’ wetland specialist David Koldoff) in the field on September 6, 2017. In the proposed project, a 400-foot length of riparian corridor adjacent to the stream channel will be converted into wetland. Thus, over 62% of the entire channel length will contain restored side-channel wetland. Most of the runoff during flood events will be diverted through the wetlands. This will improve pollutant filtration. Simultaneously, it will also lower pollutant loading rates. The proposed wetland will occur in existing turf areas. There is currently no connectivity between adjacent land in the parcel and the stream channel. The creek channel is currently isolated. Proposed wetlands will connect the creek channel with adjacent proposed native vegetation. Water level control structures will be installed to manage water levels and to manage 3 wetland areas to be restored. Vegetation management will occur to remove invasive shrubs and invasive trees. Deep-rooted plantings will be installed at the Project Site. The proposed project will filter pollutants prior to discharge into the downstream creek channel. The native plant filter strip will also filter overbank runoff from adjacent residential areas. The area of wetland and buffer will be expanded at the Project Site. The installation of deep-rooted plantings will improve infiltration of urban runoff and provide pollutant filtration. Native plantings will help prevent loss of bank soils and promote bank stability. Restored wetlands will also promote filtration and assimilation of pollutants (TSS, TP, TN) as well as contaminated runoff that can be discharged from surrounding upland areas. In-stream cover will be increased. Streamside and littoral plant cover will be expanded. Aquatic habitat will be enhanced and diversified.

Channel Re-Meandering / Streambank Stabilization (1,080 LF)

Most of the existing channelized ditch will be converted into a re-meandered stream channel. South Tributary to Prentiss Creek stabilization will include 650 LF of channel re-meandering. Over 1,080 linear feet of bank stabilization will occur. This will result in diverse water depths, flow velocities, aquatic habitat types, and other benefits. Habitat refuges will be provided during flood flow events in part through side channel wetlands and boulders. Stabilization will include construction re-shaped slopes, rock toe, riffles and pools (described below), rock points, tree habitat structures in proposed wetlands, installation of substrate diversity (gravel) in the re-meandered channel, vegetation management, native plant seeding, native plant plug installation, erosion blanket, and/or other measures. Bank grading and stabilization with re-meandering will provide improved channel stability and will allow native vegetation to become more well-established along the creek banks. Re-shaping of banks will also provide more gradual slopes, which will expand the area of wetland habitat and the diversity of wetland plant species. Streambank stabilization will be a critical BMP to prevent reduce pollutant loading in South Tributary to Prentiss Creek and the downstream East Branch DuPage River. Failing timber walls will be removed. Rock toe will be installed. Re-graded slopes will be seeded/planted, and covered with an erosion control blanket. Vegetation management will occur throughout the entire 1.9 acre site. Streambank stabilization measures will directly reduce TP, TS, and BOD loadings into adjacent waters.

Rock Riffles (5 Riffle Structures)

Existing channel downcutting in the Project Area will be controlled with installation of five (5) rock riffle grade control structures (230 LF). Riffle grade control will directly re-aerate flowing waters. This will directly increase DO levels. Riffles will not only control channel downcutting but also dissipate excess stream energy and reduce extremely high erosive forces against the streambanks. The proposed rock riffle structures will diversify and improve in-stream habitat, and diversify stream substrate materials. In other areas, stream substrate diversity will be improved with the addition of gravel aggregate substrates.

Bioswale (200 LF)

The far downstream project area will be converted from turf grass into native plant bioswale. This overland flow route is located above the outlet culvert at the downstream end of Triangle Park (north of 63rd Street). The bioswale will detain and infiltrate runoff directly adjacent to residential areas. Deep-
rooted plantings in the Project Area will be installed at the bioswale to filter runoff flowing through the swale. The plantings will also help prevent loss of bank soils and promote swale stability.

Pollutant Reduction
The DuPage County Stormwater Management prepared the East Branch DuPage River Watershed & Resiliency Plan, March 2015, is described at www.dupageco.org/EDP/Stormwater_Management/49261/. This Plan describes East Branch DuPage River Causes of Impairment per the 2016 303(d) listings for Arsenic, dissolved oxygen, methoxychlor, and total phosphorus. In addition, the EBDR Plan references specific Project Areas in their Recommended Action Plan. Among the recommended projects is South Tributary to Prentiss Creek (owned by the Woodridge Park District.)

Implementation of the South Tributary to Prentiss Creek Stabilization Project will reduce pollutant loading into East Branch DuPage River as follows:

Pollutant Reduction from Upstream Streambank Stabilization & Riffle Structures:
- Total Phosphorus Reduction = 491 lb / year.
- Sediment Load Reduction = 400.5 tons / year.
- TSS Load Reduction = 80,513 lbs/yr (or 40.2 tons)
- Total Nitrogen Reduction = 1,159 lb / year.

The benefits of BMPs will include reduced soil loss and reduced TSS, BOD, TP, and TN pollution transport to downstream waterways including the East Branch DuPage River and directly increased DO levels. BMPs will establish a permanent pollutant filtration buffer along the project corridor. Proposed BMP descriptions, locations, details and specifications are provided on the attached Engineering Plan exhibits.

Appendix B-2 Causes of impairment for IL_GBL-02 to be addressed by the proposed Triangle Park Restoration Project include:
- other flow regime alterations (319)
- dissolved oxygen (322)
- total phosphorus (462)

For more details related to this project, please see the attached document: Triangle Park Restoration Project, sheets 1-12 of 12. If you need additional information, please let me know.

Below is a list of the current costs and funding sources that are secured and/or are being pursued.

- Engineer Opinion of Probable Cost $1,071,500
- Secured Grant Funding
  - CDBG $400,000
  - IEPA 319 Grant $384,900
  - Kane-DuPage SWCD SSRP Grant Request $10,000
  - ComEd Openlands Grant $9,500
- Project Balance Remaining for Local Funding $267,100
- Local Funding Requests for Commitment - Grant Funding Being Pursued
  - DuPage County BMP fee-in-lieu Program $38,000
  - Woodridge Park District – Capital Funding $229,100
  $267,100
The Woodridge Park District is dedicated to improving our parks. This long term solution at Triangle Park is a large undertaking for the District to financially support, even with the already secured grant funding. With the help of the DuPage County BMP fee-in-lieu funding request of $38,000, the District can ensure that the long range solution is implemented using best management practices to resolve the site issues. By implementation of this design, not only will the District finally be able to provide a long term stable solution that can more easily be maintained, but we can provide a park site which utilizes native plants and wetland storage to improve water quality and reduce flooding potential to our downstream neighbors.

Respectfully submitted,

WOODRIDGE PARK DISTRICT

Signature on file

Jenny Knitter
Superintendent of Planning and Development
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE VILLAGE OF DOWNERS GROVE, THE VILLAGE OF LISLE, THE
VILLAGE OF WESTMONT
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE ST. JOSEPH CREEK WATERSHED PLAN AS PART OF THE EAST BRANCH
DUPAGE RIVER WATERSHED OF DUPAGE COUNTY, ILLINOIS

This Memorandum of Understanding (MOU) is entered into this _____ day of ___________, 2018, by and between the Village of Downers Grove, the Village of Lisle, the Village of Westmont (hereinafter referred to as “Local Communities”) and the County of DuPage (hereinafter referred to as the “County”)(collectively the “Parties” and each individually a “Party”), to establish the terms and guidelines for the Parties joint endeavor to undertake the watershed plan commonly known as the “St. Joseph Creek Watershed Plan” (hereinafter referred to as “Plan”).

WHEREAS, the Local Communities and County have a common interest in the restudy of St. Joseph Creek, a Tributary to the East Branch DuPage River; and

WHEREAS, projects or alternatives outlined in the Plan may be located within or benefit one of multiple jurisdictions of the Local Communities; and

WHEREAS, the Plan will address both water quantity and water quality through the listed Local Communities as well as Unincorporated DuPage County; and

WHEREAS, there may be several subsidiary projects or alternatives intended to further reduce flooding within the Local Communities including, flooding affecting streets, structures and other areas of interest; and

Based on the foregoing, this MOU reflects the Parties’ agreement as to their coordination of activities relative to the Plan.

The Local Communities shall:

1. Work with the County, in good faith and with due diligence, to develop a comprehensive watershed plan that addresses both water quantity and water quality within the St. Joseph Creek Watershed.
2. Attend and participate in public meetings and assist with stakeholder engagement within the respective Local Communities.
3. Share collected data to include but not be limited to: engineering reports, project plans, and updated land survey information, where applicable.

The County shall:

1. Work with the Local Communities, in good faith and with due diligence, to develop the Plan, which will be presented to the DuPage County Stormwater Management Planning Committee prior to opening the plan for Public Comment.
2. Develop, evaluate and properly vet alternatives with input from the Local Communities for the Plan.
3. Review and administer the completion of modeling both existing conditions as well as proposed alternatives within the Plan.

St. Joseph Creek Watershed Plan MOU
The Parties shall carry out their respective obligations under this MOU through the following designated representatives:

LOCAL COMMUNITIES

David Fieldman  Eric Ertmoed  Steve May  
Village of Downers Grove  Village of Lisle  Village of Westmont  
801 Burlington Ave  925 Burlington Ave  31 West Quincy Street  
Downers Grove, IL 60515  Lisle, IL 60532  Westmont, IL 60559

COUNTY

Anthony Charlton  
Director, Stormwater Management  
421 N County Farm Road  
Wheaton, IL 60187  
(630) 407-6755

The term of this MOU shall commence upon the date of the last signatory below and shall extend through December 31, 2019, at which time it is anticipated that the proposed Plan will be completed.

IN WITNESS WHEREOF, LOCAL COMMUNITIES and COUNTY have executed this Memorandum of Understanding as of the dates written below.

Village of Downers Grove

BY: _______________________________  
David Fieldman, Village Manager

DATE: _____________________________

Village of Lisle

BY: _______________________________  
Eric Ertmoed, Village Manager

DATE: _____________________________

Village of Westmont

BY: _______________________________  
Steve May, Village Manager

DATE: _____________________________

DuPage County Stormwater Management

BY: _______________________________  
Anthony Charlton, Director

DATE: _____________________________

St. Joseph Creek Watershed Plan MOU
Date: August 28, 2018

To: Stormwater Management Committee

From: Christopher C. Vonnahme, P.E., Chief Stormwater Engineer

Re: Comment Response Document for the Sugar Creek Watershed Plan

Action Requested: Staff is requesting Stormwater Management Committee approval of the Comment Response Document for the Sugar Creek Watershed Plan

Attached for your review and approval is the Comment Response Document for the Sugar Creek Watershed Plan (Plan). The draft Plan was presented to the DuPage County Stormwater Management Committee on June 5, 2018. A 30-day public comment period for the Plan was held from June 13, 2018 to July 12, 2018. This document addresses written comments regarding the Plan that were received during this time period. A public information meeting was also held in Villa Park at the Village Hall on June 27th.

Please recall that the recommended alternative from the Plan includes the following projects:

- Culvert improvement at Westmore Road with approximately 4 acre-feet of compensatory storage.
- Channel improvement between Westmore Road and the High Ridge Forest Preserve.
- Excavation and regrading within the High Ridge Forest Preserve to create 18 acre-feet of additional storage.
- Construction of 3,300 feet of 72-inch storm sewer to drain the Addison-Madison area to Jackson Pond.
- Expansion of Jackson Pond and the excavation of a new storage basin on Villa Park property providing 42 acre-feet of additional storage.
- Construction of a new 12-inch outlet sewer leading from Jackson Pond to Lufkin Pond.
- Expansion of Lufkin Pond by 15.5 acre-feet.
- Construction of an outlet structure for the Village basin consisting of a restrictor, overflow weir and 30-inch outlet pipe leading to Sugar Creek.
- Buyout of 1 residential structure and the floodproofing of 1 business and 3 residential structures.
- Construction of the Luther Avenue Relief Sewer Project
We received written comments from eight different commenters regarding the Sugar Creek Watershed Plan. One of the figures representing the Lufkin Pond Expansion Project was modified due to the public comments received. The map was modified so that the expanded storage basin does not impact the parking lot structure at Lufkin Park. Other commenters requested additional information or clarifications on the potential projects within the Plan, or expressed concerns over a couple of localized drainage problems. None of the comments required additional alternatives be evaluated with the County’s hydraulic model. Staff is requesting Committee approval of the Comment Response Document for the Sugar Creek Watershed Plan.
Sugar Creek Watershed Plan

Comment Response Document

Prepared by:

DuPage County Stormwater Management

August 27, 2018
The public comment period for the Sugar Creek Watershed Plan began on June 13, 2018, with a posting of a draft to the County’s website. The draft was presented to the DuPage County Stormwater Management Committee on June 5th and a public meeting was held in Villa Park at the Village Hall on June 27th. The comment period officially ended July 12th at 11:59 P.M. Public comments received along with their responses are as follows:

Commenter No. 1
Ted Gray
Living Waters Consultants, Inc.

Comment No. 1:
I am contacting you because you are listed as the contact for the Public Comment for the Sugar Creek Watershed Plan. We have recently been working with the Sugar Creek Golf Course to complete a Concept Restoration Plan. The proposed Concept Plan includes stream re-meandering, and conversion of the existing pond in part to a wetland area. The entire shoreline which contains failing sheet pile wall would be subject to bioengineering stabilization. We are planning to apply for grant funding including Illinois EPA Section 319 and the DuPage County Water Quality Improvement Program. I have a question for you, in the opinion of DuPage County, does it help our chances of obtaining grant funding with either application if we provide you with somewhat more detailed information about the proposed project to potentially include in the Watershed Plan? Or is that not necessarily helpful since the Sugar Creek Watershed Plan is not a water quality based plan? As some background, I believe the Sugar Creek Golf Course Restoration Project is also listed in the Lower Salt Creek Water Quality Plan prepared by DuPage County with CMAP.

Response No. 1:
The Sugar Creek Watershed Plan prepared by DuPage County is a watershed plan focusing on flood control issues. As you are aware, the Chicago Metropolitan Agency for Planning (CMAP) is preparing a watershed plan for the Lower Salt Creek Watershed which will address water quality issues. Sugar Creek is a tributary to Salt Creek and will be included within the CMAP watershed plan. The proposed Concept Plan for the Sugar Creek Golf Course will include stream remeandering, creation of wetland areas and shoreline stabilization through bioengineering practices. DuPage County staff believes these improvements would be better included in the water quality improvement plan. A short description of the Sugar Creek Golf Course projects, along with pollutant load reduction estimates, where applicable, were submitted to CMAP for inclusion in the Lower Salt Creek Plan. Staff has not yet seen the final draft from CMAP, but we believe that the Lower Salt Creek Watershed Plan will be submitted to the IEPA and made publicly available soon.
Comment No. 2:
Please consider leaving existing parking spaces intact when expanding Lufkin Pond. We are in the process of raising funds to repair the pool, at the Village’s direction, and want to ensure we aren’t raising money and the pool will not be useable in the future.

Response No. 2:
The Lufkin Pond Expansion Project will not affect the existing pool or parking lot associated with Lufkin Park. Lufkin Pond will be expanded into the open area to the west of the existing pond and west of the existing pool and parking lot facilities. The map showing the Lufkin Pond Expansion Project (Figure 34) will be modified so that the expanded storage basin does not impact the parking lot structure.
Comment No. 3:
Jennifer Alexander
Villa Park Resident

Comment No. 3:
I am concerned about properties on Rand Road associated with the Lufkin Pond expansion project. The drain pipe in Table 7 for Lufkin Pond looks to go along my property. Water doesn’t flow around my home, it drains to my home.

Response No. 3:
The maps in the watershed plan showing the alternatives in the vicinity of Lufkin Pond show a light blue line representing the storm sewer system along Tributary No. 1 to Sugar Creek. The storm sewer system flows in a southerly direction along South Yale Avenue and then along South Rand Road before flowing to the northeast at Willow Crest Drive extended. However, during very heavy intense rainfall events, the storm sewer will surcharge and flow overland between a few of the homes on South Rand Road. The overland flow eventually accesses Lufkin Pond. The loop that is shown on the map in the watershed plan represents the location of the storm sewer system that drains to Lufkin Pond.

Flooding in the vicinity of Lufkin Pond should be greatly reduced with the implementation of the Recommended Alternative from the watershed plan. Project 4c of the Recommended Alternative involves the construction of a 72-inch relief storm sewer along Addison, Madison, Michigan and Jackson Streets leading to an expanded storage basin at Jackson Middle School as well as additional storage on Villa Park property. The 72-inch relief storm sewer will intercept a significant portion of the stormwater that currently drains into the storm sewer along South Yale Avenue and South Rand Road. This will decrease the peak flows getting into Lufkin Pond and reduce flood elevations in the area.
Commenter No. 4  
Pat Zakosek  
Lombard Resident

Comment No. 4a:
My family and I have resided in Lombard for over 22 years. According to the maps part of the floodplain is across the street from me and in the back of several residences that are there.

The first problem I have is with the 30-inch culvert that starts on my side, crosses underneath the corner of 13th Place and Lombard Avenue and exists some thirty feet away, out of an 8-inch culvert!

I have complained about this situation for years! Not only does my large, 3 ft. deep ditch fill up with water, and at times flow over the street, it can be a hazard when empty for anyone (especially children) who may inadvertently fall in. Not to mention the hazards to myself to maintain this area.

To resolve this issue; I would like to see the removal of the, illegally installed, 8 inch portion.

In order to reduce the flooding hazard and possibility of mosquito borne illnesses! I would further like to see drain tile and a basin with grate, and then have that deep portion of the ditch filled in. Like several other areas in the neighborhood have done. This would prevent injuries from falls and possible drowning when filled with water.

Response No. 4a:
The projects and alternatives that are identified within the Sugar Creek Watershed Plan are intended to help alleviate flooding issues along Sugar Creek and its tributaries. The situation that you described above appears to be more of a drainage issue involving the road rights-of-way along 13th Place and Lombard Avenue. These roadways are located within un-incorporated DuPage County under the jurisdiction of York Township. Please contact the York Township Highway Commissioner regarding your concerns with the depth of the drainage ditch and the 8-inch culvert.

Comment No. 4b:
The second problem is with several neighbors that are adjacent to the floodplain and Sugar Creek. There are at least (5) households that have either created berms or filled in large areas of the floodplain! Now add to that all the debris in the creek and a 12-inch drain pipe coming from the public storage facility, and you have a potential for some serious flooding problems.

Response No. 4b:
The DuPage County Countywide Stormwater & Floodplain Ordinance (Ordinance) was adopted by the County Board in 1991 and became effective in April 1992. The
Ordinance has requirements for any earthen fill placed within a floodplain or other special management area. Earthen fill placed within the floodplain to create a berm would require compensatory storage for the construction of the berm as well as the displaced storage behind the berm and would require an Excavation/Fill Permit from the County’s Building Department, in addition to a Stormwater Certification. Please contact the DuPage County Building and Zoning Department with specific information so they can follow up on your concerns.
Commenter No. 5
Beth Wojcik
Resident

Comment No. 5:
I do not think the Lufkin parking lot should be disturbed at this time as the village figures out what to do with the existing pool. People in the village really want the pool to be fixed and remain as an asset to the community. Even if the pool does close and a new feature was to be added there such as a splash pad, I think the existing parking lot would be needed. Since it is a park... you need parking to go there and Ardmore Ave. is a busier street that goes through town.

Response No. 5:
The Lufkin Pond Expansion Project will not affect the existing pool or parking lot associated with Lufkin Park. Lufkin Pond will be expanded into the open area to the west of the existing pond and west of the existing pool and parking lot facilities. The map showing the Lufkin Pond Expansion Project (Figure 34) will be modified so that the expanded storage basin does not impact the parking lot structure.
Comment No. 6:
Will the DuPage County Stormwater Management be in charge for the engineering for Lufkin Pond Expansion? I have seen what the Village of Villa Park did the last time they tried to redesign Lufkin Pond for flood control. It was made unusable for fishing and recreation area, picnicking or ice skating in the winter time. At one time the Lufkin pond was a wildlife haven along with a holding area for flood water.

Second, why wasn't the back practice field for football & soccer across from the Islamic Foundation School, behind Willowbrook High School on the southwest corner and parallel with the Forest Preserve District Land considered instead of trying to build a watershed on the front property of Willowbrook High School? Seeing that back practice field is already flooded from run off from the Forest Preserve and is already lower than other land in the area.

Response No. 6:
At this time we do not know who will be responsible for the final engineering and design plans for the Lufkin Pond Expansion Project. This may be dependent on which entity is able to secure funding for the design and construction of the improvements. DuPage County staff anticipates that the Lufkin Pond Expansion Project will include wetland enhancements and other water quality best management practice (BMP) improvements.

DuPage County and Village of Villa Park staff had several discussions with DuPage High School District 88 regarding additional storage in the open area located south of High Ridge Road, west of the high school building, north of Sugar Creek and east of the High Ridge Forest Preserve. The open area is currently used as practice fields for football and soccer activities. This area was also previously excavated to provide compensatory storage for improvements that were made to the high school several years ago. School District 88 did not want to store additional stormwater at this location due to the impacts this would have on their practice fields and the permit modifications that would be required for changes to the original compensatory storage areas.
Comment No. 7a:
DuPage High School District 88 has reviewed the DuPage County’s Draft Sugar Creek Watershed Plan (dated June 2018). Our parcel(s) of interest is Willowbrook High School (WBHS) located at the southwest corner of High Ridge Road and Ardmore Avenue to the eastern limits of the High Ridge Forest Preserve within the Village of Villa Park. WBHS drains directly to the main line of Sugar Creek via storm sewers or overland flow. We understand that the WBHS site is within Damage Area C per Figure 22 on sheet 4-6. To assist with the flooding relief of these damages area(s) the draft plan lists ten potential projects of flood management strategies. Of these ten projects, seven propose work within or adjacent to WBHS. The recommended plan depicted on Figure 40 entails two of the seven potential projects that affect WBHS. These are project 3b (minimum storage in High Ridge Forest Preserve) and project 4c (Jackson Pond expansion with additional storage areas). DuPage High School District is not opposed to the recommended plan and we welcome the improvements that would reduce flow into Sugar Creek and / or onto WBHS.

Though we are not opposed to the recommended plan, there are potential projects within the draft plan which we are opposed to or have comments. Thus, we would like to respond to all seven of the projects that will have an affect to WBHS. The following is a list of these seven projects and our comments to them.

Project 1: Buyouts and Floodproofing
Please note in 2009 within our Building and Future projects, WBHS did install floodproofing measures at the doors and building accesses along the schools west and northwest sides.

Response No. 7a:
Noted. Thank you for your comment.

Comment No. 7b:
Project 3(a and b): Storage in High Ridge Forest Preserve
The Plan depicts two options for this project; 3a Maximum Storage and 3b Minimum Required Storage. Per Figure 27, we understand that 3a will provide some storage on WBHS parcel to the west of our track long jump runway and a proposed 30” diameter outlet pipe. Project 3b, per Figure 30, is described as a proposed in-line facility within High Ridge Forest Preserve. DuPage HS District 88 is not opposed to 3a or 3b. District 88 believes that project 3a and 3b would be beneficial to the entire community and the reduction of flow within Sugar Creek would be a WBHS benefit in terms of extra usability of our northwest athletic practice facilities, which are limited after rain events.
Please note we are currently within the permitting process to remove and replace the deteriorating existing 6’x4’ CMP culvert within Sugar Creek under our track long jump runway. We have received permits from DuPage County and Kane DuPage Soil and Water Conservation District. We are awaiting approvals from the US Army Corps of Engineers and the Village of Villa Park.

**Response No. 7b:**
Noted. Thank you for your comment.

**Comment No. 7c:**
Project 4 (a, b and c): Addison/Madison Storm Sewer to an Expanded Jackson Pond, Outlet to an Additional Storage Area. The Plan depicts three options for the project, which all have affects to WBHS.

Project 4a depicts an open channel north of High Ridge Road flowing to a proposed 15 ac-ft storage basin with a 30” diameter outlet pipe to the south, discharging into Sugar Creek west of Ardmore Avenue. DuPage High School District 88 is not opposed to Project 4a but have the following comments to this project:

The proposed open channel will go through an existing pedestrian path that connects Leslie Lane to High Ridge Road and WBHS. This is a critical pedestrian access for our WBHS students who utilize this path. We are requesting that this path remain in the proposed plan of this channel.

**Response No. 7c:**
Project 4a involves an open channel along the north side of High Ridge Road leading to a proposed 15 ac-ft storage basin with an outlet structure and a 30-inch diameter outlet pipe to the south, discharging into Sugar Creek just west of Ardmore Avenue. Project 4a was not included in the Recommended Alternative as selected by the Stormwater Management Committee. However, if Project 4a was included in the Recommended Alternative for the final Sugar Creek Watershed Plan, the project would include a pedestrian bridge to connect Leslie Lane to High Ridge Road and Willowbrook High School.

**Comment No 7d:**
Project 4a depicts proposed storage at the northwest corner of Ardmore Avenue and High Ridge Road. Please note that this parcel is owned by DuPage High School District 88 though the draft plan states it as Village of Villa Park property.

**Response No. 7d:**
The Sugar Creek Watershed Plan document will be corrected to state that the parcel of land located at the northwest corner of Ardmore Avenue and High Ridge Road is owned by DuPage High School District 88 and not the Village of Villa Park.
Comment No. 7e:
Project 4b depicting an open channel north of High Ridge Road to an outlet pipe under High Ridge Road discharging to a proposed storage area within the east side of WBHS labeled as WBHS Pond.

DuPage HS District 88 is strongly opposed to the WBHS pond depicted within the potential project. The WBHS pond will have major adverse effects to our Ardmore Avenue frontage, and our athletic competition and practice facilities.

Response No. 7e:
Project 4b was not included in the Recommended Alternative as selected by the DuPage County Stormwater Management Committee.

Comment No. 7f:
Project 4c depicts an open channel north of High Ridge Road to a proposed storage area on Village of Villa Park property with a 30” diameter outlet pipe to the south, discharging into Sugar Creek west of Ardmore Avenue. The 30” diameter outlet pipe will be on WBHS property to the south of High Ridge Road and west of Ardmore Avenue. DuPage HS District 88 is not opposed to Project 4c but has one comment. The proposed open channel will go through an existing pedestrian path that connects Leslie Lane to High Ridge Road and to WBHS. This is a critical pedestrian access for our WBHS students who utilize this path. We are requesting that this path remain in the proposed plan of this channel.

Response No. 7f:
Project 4c is included in the Recommended Alternative of the Sugar Creek Watershed Plan as selected by the DuPage County Stormwater Management Committee. Project 4c involves expanding the Jackson Pond storage basin and constructing an overflow swale leading to additional storage on Village owned property. An outlet structure will also be constructed with a 30-inch outlet pipe leading to the south, discharging into Sugar Creek west of Ardmore Avenue. Project 4c will also include a pedestrian bridge for student access which connects Leslie Lane to High Ridge Road and Willowbrook High School.

Comment No. 7g:
Project 6: Willowbrook High School Pond by Baseball Field
DuPage HS District 88 is opposed to Project 6 for the same reasons as outlined above for Project 4b. DuPage HS District 88 is strongly opposed to the WBHS pond depicted within the potential project. The WBHS pond will have major adverse effects to our Ardmore Avenue frontage, and our athletic competition and practice facilities.

Response No. 7g:
Project 4b was not included in the Recommended Alternative as selected by the DuPage County Stormwater Management Committee.
Comment No. 7h:
Project 8: Drop structure removal upstream of Ardmore Avenue
No description of this project was mentioned within the draft plan. We are requesting how this potential project would affect WBHS.

Response No. 7h:
The Sugar Creek Watershed Plan prepared by DuPage County is a watershed plan focusing on flood control issues. The removal of the drop structure upstream of Ardmore Avenue is considered a stream restoration and water quality improvement. The Chicago Metropolitan Agency for Planning (CMAP) is preparing a watershed plan for the Lower Salt Creek Watershed which will address water quality issues. Sugar Creek is a tributary to Salt Creek and will be included within the CMAP watershed plan. DuPage County has identified the removal of the drop structure upstream of Ardmore Avenue as a potential project to be included within the CMAP plan. Staff has not seen the final draft from CMAP, but we believe that the Lower Salt Creek Watershed Plan will be submitted to the Illinois Environmental Protection Agency and made publicly available in the near future.

Comment No. 7i:
DuPage HS District 88 understands the goals and purpose of the Sugar Creek Watershed Plan and look forward to cooperating with the community and County in its incorporation.

Response No. 7i:
Thank you for your comment and your continued cooperation during this watershed planning process.
Commenter No. 8  
Steve & Erica Militello  
Lombard Residents

**Comment No. 8a:**  
The 30" culvert pipe located on the Villa Park & District 88 property line looks to be deliberately undersized so that water is held back west at the forest preserve and private property line. I would like to ask some questions directly about this pipe.

In your expert opinion is this pipe undersized especially if the box drains at Westmore will be increased in size?

**Response No. 8a:**  
DuPage County has survey documentation showing the culvert located under the track just upstream of Willowbrook High School as a 66-inch by 48-inch corrugated metal pipe arch. The culvert pipe does appear to be a restriction along this portion of the Sugar Creek mainstem. The larger box culverts proposed under Westmore Avenue will require compensatory storage so that there are no adverse elevation increases downstream of Westmore Avenue due to the larger culverts. Permits from the DuPage County Stormwater Management Department will be required before construction could begin. The permit application will include hydraulic modeling representing the larger culverts and the compensatory storage basins. Model results must indicate no adverse elevation increases upstream or downstream of the project site.

**Comment No. 8b:**  
Was the size of this pipe determined by the same legal process as we use today? When was it installed?

**Response No. 8b:**  
DuPage County is not aware if the standards used for the design of the existing culvert or the permitting process. Willowbrook High School opened in 1959. The culvert was most likely installed prior to the opening of the high school.

**Comment No. 8c:**  
Were property owners and stake holders west of the pipe involved in the process?

**Response No. 8c:**  
DuPage County is not aware if the property owners and stakeholders west of the pipe were notified or involved with the installation of the existing pipe.

**Comment No. 8d:**  
When was this pipe put in and were all the laws at that time followed to put this pipe in? Were all the governing bodies notified and did they sign off on the size and location of this pipe or did the Village and District 88 do this on their own without the County?
Response No. 8d:
DuPage County was not involved with the design, permitting or construction of the existing culvert under the track on the Willowbrook High School property. As stated previously, the high school opened in 1959. The culvert was most likely installed in the mid to late 1950’s. There were no floodplain or floodway regulations in place at that time. The DuPage County Stormwater and Floodplain Ordinance did not go into effect until 1992. At the time of culvert installation, the State of Illinois oversaw the construction of schools throughout the state. Therefore, the Village of Villa Park may not have been involved with the installation of the culvert either.

Comment No. 8e:
Would the Army Corps of Engineers have needed to be involved in the sizing of that pipe? If so were they?

Response No. 8e:
The United States Army Corps of Engineers began regulating floodplain and wetland areas in the mid to late 1970’s. Therefore, the US Army Corps of Engineers would not have been involved with the sizing of the existing culvert.

Comment No. 8f:
The pipe looks to be failing structurally, is anyone from the County monitoring that pipe regularly?

Response No. 8f:
DuPage High School District 88 is responsible for the maintenance and monitoring of the existing culvert under the track long jump runway at Willowbrook High School. The School District is currently in the permitting process to remove and replace the deteriorating culvert. The School District has received permits from DuPage County and the Kane DuPage Soil & Water Conservation District. They are awaiting permit approvals from the US Army Corps of Engineers and the Village of Villa Park.

Comment No. 8g:
It would seem to me that all the flooding issues on my property are due to that 30" culvert pipe that restricts flow into Villa Park and floods the forest preserve and private property owned by myself and my neighbors. Personally, I believe that this pipe needs to be increased in size considerably, at least double if not more and a spill over needs to be incorporated into the design so that when the new proposed retention areas are full, excess water has somewhere to go so our yards aren’t flooded regularly. When the yards are marshy for 3-6 weeks the grass gets impossible to maintain and gets so high mowers will not work. We are a horse property and the soil conditions can get so wet it’s unsafe for horses.
**Response No. 8g:**
The area upstream of the culvert pipe includes the High Ridge Forest Preserve and many residential properties east of Meyers Road. Many of these areas are located within a FEMA Zone A floodplain. These floodplain areas were shown on the original FEMA floodplain maps that were effective in 1988. In addition, the DuPage County Wetland Inventory Maps indicate wetland associated with the creek upstream of the high school. These floodplain and wetland areas will hold water during significant rainfall events and may remain wet for extended periods of time.

Increasing the size of the existing culvert would cause adverse impacts to downstream property owners. Several of those property owners already experience flooding problems. This would not be allowed based on requirements within the DuPage County Countywide Stormwater and Floodplain Ordinance.

**Comment No. 8h:**
All the unincorporated homes on Edward use the township ditch system to move water away from the township road. Then all that water flows from Edward Street north to Sugar Creek on my property. At my request the commissioner put some of the ditch into a pipe but by law can’t work more than 10-15 feet off the street so the water flows down my yard approximately 550' north to the creek and is causing excessive erosion and makes it impossible to maintain that area of my yard. I looked into continuing the 12-15" pipe the road commissioner put in for 550' and the cost was really expensive. I don't think I should have to pay to pipe the entire neighborhoods water to the creek. I am asking that the plan incorporate moving the neighborhood water from the Edward Street road ditches either off my property or putting in a pipe on my property so that the yard isn't eroded and can be easily maintained.

**Response No. 8h:**
The projects and alternatives that are identified within the Sugar Creek Watershed Plan are intended to help alleviate regional flooding issues along Sugar Creek and its tributaries. The situation that you described above appears to be more of a local drainage issue involving runoff along Edward Street.

**Comment No. 8i:**
The plan calls for creek improvements within the privately owned land in Westmore Apartments but then stops at my neighbors and my private property. The creek is in bad shape in our yards and it doesn't seem like the home owners responsibility to maintain the creek. It's a task almost impossible for the average homeowner. Personally I believe the creek should be moved to the property line and widened with Gabion walls along the banks for erosion protection and more water retention. I kind of doubt that will happen but it makes the most sense. At the bare minimum some consideration should be put into bare minimum maintenance of the creek bed and banks in the private property east of the
Westmore Apartments private property. Soil erosion, trash, dead wood, roots are clogging the creek from Westmore Apartments all the way to the Villa Park 30" culvert on the District 88 property line.

Response No. 8i:
The Chicago Metropolitan Agency for Planning (CMAP) is currently developing a watershed plan to address water quality and streambank stabilization issues for Salt Creek and its major tributaries, which includes Sugar Creek. The CMAP plan should be completed in the very near future and will hopefully address the soil erosion issues that you have described on your property. Ultimately however, maintenance of the streambank and streambed are the responsibility of the individual property owners that own property along the stream. Please be aware, any work within a floodplain, wetland or other special management area will require a permit from the DuPage County Stormwater Management Department.
Resolution
SM-R-0868-18

ACCEPTANCE OF THE SUGAR CREEK WATERSHED PLAN, PREPARED FOR INCLUSION IN THE LOWER SALT CREEK WATERSHED PLAN

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority through 55 ILCS 5/5-1062 to manage and mitigate the effects of urbanization on stormwater drainage by preparing a countywide plan for such stormwater runoff; and

WHEREAS, the COUNTY, pursuant to the above-cited statutory authority, has adopted the DuPage County Stormwater Management Plan ("Plan"), (OSM-001-89), which plans for effective stormwater management and flood control throughout DuPage County; and

WHEREAS, the Plan is intended to be supplemented from time to time with "watershed plans" prepared for each of the several watersheds located throughout DuPage County addressing the specific and unique concerns affecting each watershed; and

WHEREAS, the COUNTY has commissioned the development of the Sugar Creek Watershed Plan, which will serve as a supplement to the Plan; and

WHEREAS, the Sugar Creek Watershed Plan recommends various projects to be undertaken within the Sugar Creek Watershed to provide flood control benefits to areas of the Villages of Lombard, Villa Park, the City of Elmhurst and unincorporated DuPage County located within the Sugar Creek Watershed; and

WHEREAS, the Sugar Creek Watershed Plan recommends the following:

1. Culvert improvement at Westmore Road with approximately 4 acre-feet of compensatory storage;

2. Channel improvement between Westmore Road and the High Ridge Forest Preserve;

3. Excavation and regrading within the High Ridge Forest Preserve to create 18 acre-feet of additional storage;

4. Construction of 3,300 feet of 72-inch storm sewer to drain the Addison-Madison area to Jackson Pond;

5. Expansion of Jackson Pond and the excavation of a new storage basin on Villa Park property providing 42 acre-feet of additional storage;

6. Construction of a new 12-inch outlet sewer leading from Jackson Pond to Lufkin Pond;

7. Expansion of Lufkin Pond by 15.5 acre-feet;

8. Construction of an outlet structure for the Villa Park basin consisting of a restrictor, overflow weir and 30-inch outlet pipe leading to Sugar Creek;

9. Buyout of 1 residential structure and the floodproofing of 1 business and 3 residential structures;
10. Construction of the Luther Avenue Relief Sewer Project; and

WHEREAS, the Stormwater Management Planning Committee presented the Sugar Creek Watershed Plan for a 30-day public review period between June 13, 2018 and July 12, 2018; and

WHEREAS, the Stormwater Management Planning Committee conducted a public information meeting, through the County’s Stormwater Management Department, at the Villa Park Village Hall on June 27, 2018; and

WHEREAS, the Stormwater Management Planning Committee, through the County’s Stormwater Management Department, reviewed all public comments received pertaining to that watershed plan and responded thereto in a prepared Comment Response Document; and

WHEREAS, copies of the Sugar Creek Watershed Plan and Comment Response Document have been and remain available for review on DuPage County’s official web site.

NOW, THEREFORE, BE IT RESOLVED, that the Sugar Creek Watershed Plan, prepared for inclusion in the Lower Salt Creek Watershed Plan, as reviewed and approved by the DuPage County Stormwater Management Committee, is hereby approved and adopted by the County Board as a supplement to the Plan.

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Date: August 28, 2018

To: Stormwater Management Committee

From: Christopher C. Vonnahme, P.E., Chief Stormwater Engineer

Re: Final Approval of the Sugar Creek Watershed Plan

Action Requested: Staff is requesting Stormwater Management Committee approval of the Sugar Creek Watershed Plan

Attached for your review and approval is the Resolution for acceptance of the Sugar Creek Watershed Plan (Plan). The final version of the draft Plan can be found on the DuPage County website at https://www.dupageco.org/EDP/Stormwater_Management/57608/. The draft Plan was presented to the DuPage County Stormwater Management Committee on June 5, 2018. A 30-day public comment period for the Plan was held from June 13, 2018 to July 12, 2018, and a Comment Response Document has been submitted separately for your approval. The Comment Response Document addresses written comments regarding the Plan that were received during this time period.

Please recall that the recommended alternative from the Plan includes the following projects:

- Culvert improvement at Westmore Road with approximately 4 acre-feet of compensatory storage.
- Channel improvement between Westmore Road and the High Ridge Forest Preserve.
- Excavation and regrading within the High Ridge Forest Preserve to create 18 acre-feet of additional storage.
- Construction of 3,300 feet of 72-inch storm sewer to drain the Addison-Madison area to Jackson Pond.
- Expansion of Jackson Pond and the excavation of a new storage basin on Villa Park property providing 42 acre-feet of additional storage.
- Construction of a new 12-inch outlet sewer leading from Jackson Pond to Lufkin Pond.
- Expansion of Lufkin Pond by 15.5 acre-feet.
- Construction of an outlet structure for the Village basin consisting of a restrictor, overflow weir and 30-inch outlet pipe leading to Sugar Creek.
- Buyout of 1 residential structure and the floodproofing of 1 business and 3 residential structures.
- Construction of the Luther Avenue Relief Sewer Project

Attachment: Final Sugar Creek WP Memo lh (SM-R-0868-18 : Sugar Creek Watershed Plan)
The public comments that we received did not require that additional alternatives be evaluated with the County’s hydraulic model. However, one of the figures representing the Lufkin Pond Expansion Project was modified due to the public comments received. The map was modified so that the expanded storage basin does not impact the parking lot structure at Lufkin Park.

Staff is requesting Stormwater Management Committee approval of the Sugar Creek Watershed Plan.
Requisition under 25k dollars

2018-210
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
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<th>NEW PURCHASE ORDER REQUEST</th>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

- Angela Bendinelli: Completed 08/21/2018 12:20 PM
- Nick Kottmeyer: Completed 08/21/2018 3:59 PM
- Sarah Hunn: Completed 08/23/2018 9:49 AM
- Tony Charlton: Completed 08/23/2018 10:20 AM
- Deborah Hanson: Completed 08/23/2018 10:28 AM
- Donald Carlsen: Completed 08/23/2018 10:29 AM
- Kathy Ostrowski: Completed 08/23/2018 2:58 PM
- James McGuire: Completed 08/27/2018 4:45 PM
- Paul Rafac: Completed 08/28/2018 4:25 PM
- Kathy Ostrowski: Completed 08/29/2018 12:41 PM
- Stormwater Management Committee: Pending 09/04/2018 7:30 AM
- Public Works Committee: Pending 09/04/2018 9:15 AM
- Technology Committee: Pending 09/11/2018 9:00 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: Azteca Systems, LLC.</th>
<th>Vendor #: 27385</th>
<th>Contract: October 1, 2018 through September 30, 2019</th>
<th>Contract Total: $13,820.00</th>
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<tr>
<td>Dept: Public Works</td>
<td>Contact: Robert Liijegren</td>
<td>Phone: 630-407-6806</td>
<td>Assigned Committee: PW</td>
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### Description of Procurement/Scope of Work/Background

Renewal of software and maintenance for Cityworks for a one-year period from 10/1/18 through 9/30/19 in the amount of $13,820. This renewal is required for technical support and software updates for the asset management software.

### Reason for Procurement

Public Works, Drainage and Stormwater Management have been using Cityworks for asset and work management since 2004. Renewal pays for unlimited technical support, all software updates and new releases.

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 2000-2665-53807 / 1600-3000-53807 / 1000-3200-53807
-  

### 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(5) (attach Sole Source Justification form)
- [x] 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)

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Cityworks

Contact Information

Contact Name:  Bob Liljegren
Organization:  DuPage County (IL)
Address:  421 N County Farm Rd
          Wheaton, IL 60187

Prepared By
Name:  Marianne Haslam
Phone:  (801) 523-2751
Email:  marianne@cityworks.com

Quote Lines

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<td><strong>$13,820.00</strong></td>
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Maintenance Start Date: 10/1/2018  Maintenance End Date: 9/30/2019

Quote Notes:

Terms and Conditions

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the “Cityworks Software License Agreement” and any and all addendums or amendments.

Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734
thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Payment Terms
Net thirty (30) days.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers
These items are controlled by the U.S. government and authorized for extort only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

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Azteca Systems LLC 11075 | South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734
**Purchase Requisition**

**Procurement Services Division**

**Send Purchase Order To:**

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<th>Vendor #:</th>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
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<tr>
<td>Attn: Marianne Haslam</td>
<td>Email: <a href="mailto:Marianne@cityworks.com">Marianne@cityworks.com</a></td>
<td>Attn: Accounts Payable</td>
<td>Email: pwaccounts <a href="mailto:payable@dupageco.org">payable@dupageco.org</a></td>
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<tr>
<td>Address: 11075 South State Street #24</td>
<td></td>
<td>Address: 7900 S. Route 53</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Sandy</td>
<td>State: UT</td>
<td>Zip: 84070</td>
<td></td>
</tr>
<tr>
<td>Phone: 801-532-2751</td>
<td>Fax: 801-532-3734</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Accounts Payable</td>
<td>Email: pwaccounts <a href="mailto:payable@dupageco.org">payable@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 7900 S. Route 53</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Woodridge</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-985-7400</td>
<td>Fax: 630-985-4802</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: SAME</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address:</td>
<td>Room:</td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td>Amy Arlowe/Sandra Martinez</td>
</tr>
</tbody>
</table>

**Special Instructions/Comments to Buyer or Approver**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Amy Arlowe/Sandra Martinez</td>
<td>Oct 1, 2018</td>
<td>Sep 30, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Cityworks annual update and support software fee for the period 10/1/18 through 9/30/19</td>
<td></td>
<td>2000</td>
<td>2665</td>
<td>53807</td>
<td></td>
<td></td>
<td>4,606.67</td>
<td>4,606.67</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
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<td></td>
<td>1600</td>
<td>3000</td>
<td>53807</td>
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<td></td>
<td>4,606.67</td>
<td>4,606.67</td>
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<tr>
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<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td>1000</td>
<td>3200</td>
<td>53807</td>
<td></td>
<td></td>
<td>4,606.66</td>
<td>4,606.66</td>
</tr>
</tbody>
</table>

**Requisition Total $ 13,820.00**

**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):

---

*Packet Pg. 142*
Required Vendor Ethics Disclosure Statement

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

Company Name: Azteca Systems, LLC
Contact Phone: 801-523-2551
Company Contact: Pete Hristou
Contact Email: phristou@cityworks.com

Date: 8-20-18
Bid/Contract/PO #: Q-04391-1

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 order 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 underwriter counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner, 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name
Pete Hristou
Title
CFO
Date
8-20-18

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