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 November 20th, 2018

6. CONSENT AGENDA
   1. Consent Item -- KLF Enterprises Inc. 2054-1 SERV Decrease and Close Contract
   2. Consent Item -- Rausch Change Order #4 - #2732-0001 SERV - Graue Mill Phase 3B, to add line items to the contract, with no change to the contract dollar amount.

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

8. STAFF REPORTS
   A. Staff Reports -- DuPage County Stormwater Management November Currents 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, In-House Projects
   C. Staff Reports -- DuPage County Stormwater Management Upcoming Countywide Events
   D. Staff Reports -- River-Dumoulin Pumping Stations Update
   E. Staff Reports -- Stormwater Strategic Plan--FY2018 Departmental Report
9. **ACTION ITEMS**

A. SM-P-0003-19 Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2019 Ford F-350 Super Cab 4x4 truck, for Stormwater Management, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act (State of Illinois)

B. SM-P-0004-19 Recommendation for the approval of a contract purchase order to Sutton Ford, Inc., for the purchase of one (1) 2019 Ford F-550 Super Cab 4x4 1-Ton Dump Truck, for Stormwater Management, for a contract total amount not to exceed $62,274.00. Contract let pursuant to the Governmental Joint Purchasing Act (Suburban Purchasing Cooperative Contract Number 182)

C. SM-P-0005-19 Recommendation to approve an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Clarendon Hills and for Chestnut Alley Permeable Paver Retrofit Water Quality Improvement Project, for a period of December 11, 2018 to March 1, 2021, for Stormwater Management, for a contract total amount not to exceed $100,000.00. Contract pursuant to the Intergovernmental Cooperation Act (Chestnut Alley Permeable Paver Project has been selected for funding for the FY2018 Water Quality Improvement Program Grant)

10. **OLD BUSINESS**

11. **NEW BUSINESS**

12. **EXECUTIVE SESSION**

13. **ADJOURNMENT**
1. CALL TO ORDER

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

2. ROLL CALL

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

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

There was no Public Comment.

4. CHAIRMAN'S REPORT

There was no Chairman's Report.

5. APPROVAL OF MINUTES

A. Stormwater Management Committee - Planning Committee - Oct 2, 2018 7:30 AM

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

6. CONSENT AGENDA

The motion was to combine and approve.
RESULT: APPROVED [UNANIMOUS]  
MOVER: Janice Anderson, District 5  
SECONDER: David Brummel, Warrenville Mayor (6)  
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Yusuf, Zay  
ABSENT: Coyne, Gavanes, Grant, Pulice, Tully

A. Consent Item -- BP&T Change Order - Pipe Painting at the Elmhurst Quarry Flood Control Facility, to extend contract to June 30, 2019, with no change to the contract dollar amount.

B. Consent Item -- JMS Environmental Associates, Ltd. - #1771-0001 SERV - Time Extension to June 30, 2019, with no change to the contract dollar amount.

C. Consent Item -- Christopher B. Burke 2489-1 SERV Extend Contract

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

7. CLAIMS REPORTS

A. Payment of Claims -- Schedule of Claims - October

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

8. BUDGET TRANSFERS

A. Budget Transfers -- Approval of Transfer of Funds $14,000.00 from 1600-3000-53828 (Contingencies) to 1600-3000-50010 (Overtime) and $6,000.00 from 1600-3000-53830 (Other contractual expenses) to 1600-3000-53380 (Repair & Mtce Auto Equipment). This budget adjustment request is needed to cover the cost of employee overtime due to repairs at the Elmhurst Quarry and repair and maintenance of county owned vehicles.

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

9. STAFF REPORTS

The motion was to combine and place on file.
RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Greg Hart, District 3
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Yusuf, Zay
ABSENT: Coyne, Gavanes, Grant, Pulice, Tully

A. Staff Reports -- DuPage County Stormwater Management October Currents 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, and In-House Projects

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

D. Staff Reports -- Spring Creek Reservoir Update

E. Staff Reports -- Decrease and Close Contracts under $10,000
   There was no Chairman's Report.

F. Staff Reports -- Stormwater Management Responds to Fuel Spill in Oak Brook

G. Staff Reports -- Tentative 2018-2019 Stormwater Management Committee Meeting Schedule

H. Staff Reports -- Stormwater Management Featured in IWEA Newsletter

10. PRESENTATION

A. West Branch Trib 5 Floodplain Mapping

Civil Engineer Evan Baczak gave a presentation on the West Branch Trib 5 Floodplain Mapping.

11. ACTION ITEMS

A. Action Item -- Action Requested: Staff is requesting permission to enter into a Memorandum of Understanding (MOU) with the Army Corps of Engineers to explore implementation options of the structural project that resulted from the DuPage River Feasibility Study.
B. Recommendation for the approval of a Contract Purchase Order issued to Cellco Partnership dba Verizon Wireless, for the cellular and wireless services, for the period of December 1, 2018 through November 30, 2019, for Stormwater Management, for a contract total not to exceed $21,000; per State of Illinois Cooperative Purchasing Agreement CMS793372P.

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

C. SM-P-0314-18 Recommendation to enter into a Joint Funding Agreement between The County of DuPage, Illinois and the United States Department of the Interior - U.S. Geological Survey (USGS), for Water Resources Investigations, for the period of December 1, 2018 through November 30, 2019, for Stormwater Management, for a contract total amount of $371,360.00; USGS shall contribute $247,570.00.

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

D. SM-R-0955-18 **RESOLUTION** -- Tri-State Tollway (I-294) DuPage County Department Of Stormwater Management Memorandum Of Understanding Between the Illinois State Toll Highway Authority and the County of DuPage
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Chester Pojack, Glendale Heights Trustee (6)
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Yusuf, Zay
ABSENT: Coyne, Gavanes, Grant, Pulice, Tully

E. Amendment -- Recommendation to Approve Modification One to Community Development Block Grant - Disaster Recovery Interdepartmental Memorandum of Understanding Between the County of DuPage and the DuPage Stormwater Department - HMGP Match

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

F. Amendment -- Recommendation to Approve Modification One to Community Development Block Grant - Disaster Recovery Interdepartmental Memorandum of Understanding Between the County of DuPage and the DuPage Stormwater Department - Strategic Buyouts

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

12. INFORMATIONAL

1. DT-P-0275-18 Recommendation for the approval of a contract purchase order to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

The motion was to place on file.
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Chester Pojack, Glendale Heights Trustee (6)
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Yusuf, Zay
ABSENT: Coyne, Gavanes, Grant, Pulice, Tully

13. OLD BUSINESS
Chairman Zay thanked the departing Committee Members for their dedication and years of service.

14. NEW BUSINESS
There was no New Business.

15. ADJOURNMENT
Without objection the meeting was adjourned at 7:47 AM.
## Request for Change Order

### Procurement Services Division

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2054-1 SERV</th>
<th>Original Purchase Order Date: Sep 29, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: KLF Enterprises Inc.</td>
<td></td>
<td>Vendor #: 13264</td>
<td>Dept Contact: Alicia Favela-Perez</td>
</tr>
<tr>
<td><strong>Background and/or Reason for Change Order Request:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>($16,500.00) Decrease and Close Contract</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$238,224.00</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>$238,224.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>[x] Decrease ($16,500.00)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$221,724.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-6.93%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-6.93%</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: ____________________________

- [x] Decrease remaining encumbrance and close contract

### 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:

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2372-0001SERV</th>
<th>Original Purchase Order Date: Aug 9, 2017</th>
<th>Change Order #: 4</th>
<th>Department: Stormwater Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Rausch Infrastructure LLC</td>
<td>Vendor #: 26840</td>
<td>Dept Contact: Jamie Lock</td>
<td></td>
</tr>
</tbody>
</table>

**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. This addition will not cause an increase to the total contract value.

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

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

#### INCREASE/DECREASE

- **A** Starting contract value: $1,899,324.95
- **B** Net $ change for previous Change Orders: $63,592.69
- **C** Current contract amount (A + B): $1,962,917.64
- **D** Amount of this Change Order: $0.00 (Increase or Decrease)
- **E** New contract amount (C + D): $1,962,917.64
- **F** Percent of current contract value this Change Order represents (D / C): 0.00%
- **G** Cumulative percent of all Change Orders (B + D / A): 3.35%

#### DECISION MEMO NOT REQUIRED

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

#### 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:

**JCL**

6705 Nov 21, 2018

**Prepared By (Initials)**

**Phone Ext**

**Date**

**Recommended for Approval (Initials)**

**Phone Ext**

**Date**

**REVIEWED BY (Initials Only)**

**Buyer**

Date: 11-29-18

**Procurement Officer**

Date: 11-29-18

**Chief Financial Officer**

Date: 11-30-18

**Chairman's Office**

Date: 11-29-18

**CONSENT AGENDA**

**DEC 11 2018**

**Rev 1.6**

**Packet Pg. 10**

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Attachment: Rausch - Change Order (18-19-7 : Rausch Change Order #4)
Requesting Department: Stormwater Management  
Department Contact: Jamie Lock  
Department Requisition #: 16001720

Requesting Department: Stormwater Management  
Department Contact: Jamie Lock  
Department Requisition #: 16001720

**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 one line item to the contract - The addition of a line item to the contract is necessary in order to pay for additional work required 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 one line item is 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 this line item is necessary to successfully complete the intent of the project. The addition of this line item will not increase the current total contract value.

**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 Item 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>Temporary Construction Detours</td>
<td>LSUM</td>
<td>1</td>
<td>$11,358.84</td>
<td>$11,358.84</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@riccllc.com">wmrausch@riccllc.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change 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 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.

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

<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>
</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.

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

<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>
</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.dupagecco.org/CountyBoard/Policies/

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

Authorized 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 13 of 13 (total number of pages)
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>USGS</td>
<td>Joint funding agreement</td>
<td>$86,796.50</td>
</tr>
<tr>
<td>Jennifer Heller</td>
<td>Reimb. For SWS PCP fee 2019</td>
<td>$75.00</td>
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<tr>
<td>Office Depot</td>
<td>binder &amp; batteries</td>
<td>$21.54</td>
</tr>
<tr>
<td>City of Wood Dale</td>
<td>Water &amp; sewer 301 School St.</td>
<td>$11.77</td>
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<tr>
<td>Office Depot</td>
<td>3-hole punch</td>
<td>$8.47</td>
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<tr>
<td>Illinois Arborist</td>
<td>Tree Inventory session Fahey &amp; Levernier</td>
<td>$150.00</td>
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<tr>
<td>Sidwell</td>
<td>Implement Accela Software</td>
<td>$3,121.15</td>
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<tr>
<td>ERA</td>
<td>St. Joseph Creek Watershed</td>
<td>$152.66</td>
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<tr>
<td>Azteca Systems</td>
<td>Asset Management Software</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Christopher B. Burke</td>
<td>floodplain mapping assistance</td>
<td>$6,762.00</td>
</tr>
<tr>
<td>IT Savvy</td>
<td>HP Zbook &amp; HP Ultraslim Station</td>
<td>$1,373.96</td>
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<tr>
<td>Horner &amp; Shifrin</td>
<td>permit app review &amp; inspection</td>
<td>$462.50</td>
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<tr>
<td>Russo</td>
<td>Various supplies</td>
<td>$193.66</td>
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<tr>
<td>Gardi &amp; Haught</td>
<td>Alta Owners Policy 4606 Dumoulin Ave.</td>
<td>$2,840.00</td>
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<td>ComEd</td>
<td>Electric services</td>
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<td>MP2</td>
<td>Electric utility supply</td>
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<td>$24.20</td>
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<td>Home Depot</td>
<td>router bits</td>
<td>$107.32</td>
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<tr>
<td>ComEd</td>
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<td>$487.26</td>
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<tr>
<td>Company</td>
<td>Item Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Home Depot</td>
<td>router bits, nuts &amp; washers</td>
<td>$23.21</td>
</tr>
<tr>
<td>Home Depot</td>
<td>Various supplies</td>
<td>$39.85</td>
</tr>
<tr>
<td>Adorama</td>
<td>drone</td>
<td>$1,398.00</td>
</tr>
<tr>
<td>DRSC</td>
<td>Membership dues</td>
<td>$31,529.00</td>
</tr>
<tr>
<td>Office Depot</td>
<td>pocket files</td>
<td>$21.60</td>
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<tr>
<td>Office Depot</td>
<td>labels</td>
<td>$15.32</td>
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<tr>
<td>BP &amp; T</td>
<td>West Lobe Work</td>
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</tr>
<tr>
<td>AT &amp; T</td>
<td>phone services</td>
<td>$95.55</td>
</tr>
<tr>
<td>ComEd</td>
<td>electric services</td>
<td>$91.10</td>
</tr>
<tr>
<td>CDW-G</td>
<td>Monitor mounts &amp; SD Card</td>
<td>$211.66</td>
</tr>
<tr>
<td>ComEd</td>
<td>Electric services</td>
<td>$343.40</td>
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To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management November Currents E-Newsletter
Date: November 26th, 2018
DuPage County, DRSCW Hosts Chloride Reduction Workshops

DuPage County and DRSCW hosted deicing workshop for public employees. DuPage County and the DuPage River Salt Creek Workgroup (DRSCW) hosted two annual winter deicing workshops in October, one geared toward public agencies and another for
local organizations. The purpose of these annual workshops is to teach attendees how to reduce the presence of chlorides from road salts in waterways, while keeping roads, sidewalks and parking lots safe. Once chlorides reach waterways, they can be harmful to aquatic life. Local agencies can opt to use road salt alternatives, different application techniques or updated and calibrated equipment to cut down on road salt usage.

More Info

SWM Accepting Grant Applications

DuPage County Stormwater Management (SWM) is currently accepting grant proposals for projects aimed at improving the quality of the County’s streams and rivers. In its 19th year, the Water Quality Improvement Program grant awards funding for projects exhibiting a regional water quality benefit, such as green infrastructure. The application deadline is January 11, 2019.

More Info

FEMA Updates Preliminary Maps

The Federal Emergency Management Agency (FEMA) is expected to publish DuPage County’s revised preliminary floodplain maps in mid-2019. During public review, FEMA and the Illinois State Water Survey resolved more than 120 comments and one appeal to the maps. As a result, some Flood Insurance Rate Map (FIRM) panels and the Flood Insurance Study (FIS) have been updated.

More Info

Around Town

On October 18, SWM staff planted several trees and shrubs on flood-prone properties owned by DuPage County. The Forest Preserve District of DuPage County provided all of the trees and shrubs at no cost. The trees are native to Illinois and will capture and store rainwater, improve air quality, prevent climate change and increase biodiversity. Many of the trees were planted in neighborhoods where the existing trees are older and, with time, the new trees will replace the function of the existing trees.

Crews planting a tree.

Flood Control Facility Corner
Get to Know SWM's River-Dumoulin Pump Stations

Located in Lisle, SWM's River-Dumoulin Pump Stations, along with nearby gravity drains, are automated pumps that reduce localized flooding in the area. The pumps work alongside a levee system to reduce flooding in the East Branch DuPage River Watershed.

More Info

Upcoming Events

2018 Thanksgiving Cooking Oil Collection

Saturday, November 24, 2018, 9:00 A.M. - Noon

In partnership with SCARCE, select DuPage County communities will be collecting used, liquid cooking oil (no bacon grease or other solid animal fats) to be recycled into biodiesel. The goal of this one-day event is to make it easier for residents to properly dispose of their leftover or expired liquid cooking oil. In addition, DuPage County has nine permanent collection locations for recycling cooking oil year-round.

More Info

Green Infrastructure Seminar for MS4 Communities

Thursday, December 13, 2018, 8:00 A.M. - Noon

SWM is hosting a Green Infrastructure Seminar for MS4 Communities for government staff and contractors. The workshop will educate staff involved with maintaining public surfaces in green infrastructure design and maintenance. With local and out of state speakers, the workshop helps to ensure a seamless transition for municipalities as green infrastructure replaces conventional surfaces. It will be held at NIU Naperville (1120 E. Diehl Rd.).

More Info

Stormwater Management Planning Committee

Dan Cronin, Chairman | Jim Zay, Committee Chairman
Janice Anderson | David Brummel | Kevin Coyne
Dino Gavanes | Amy Grant | Greg Hart | Sean Noonan
Chester Pojack | Nunzio Pulice | Martin Tully | Asif Yusuf
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, In-House Projects
Date: November 26th, 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 completed all clearing, bank stabilization, earth excavation, paving, and restoration. Work on the pump station is underway. Two pumps have recently been installed and improvements to the motor control center have commenced. The contractor is currently working on integrating two of the new pumps with the motor control center. As soon as that work is completed, the remaining existing pumps will be pulled for service and replacement.

**Flood Control Improvements at Graue Mill (Hinsdale, IL).** Located in Hinsdale, this project consists of a series of phases that when complete, will provide flood relief to the Graue Mill Community. Phase 3b is the last project to be completed and is still in progress. The project commenced on October 3, 2017 and reached substantial completion on July 25, 2018. Punch list items still need to be completed. Once substantial completion is reached, the project will be in the management period for a minimum of three years. Phases 2B and 3A are complete and currently 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 is located at the Spring Creek Reservoir in Bloomingdale, and included replacement of an existing gate, upgrades to the controls, paving, and restoration. The awarded contractor, Kovilic Construction, is expected to complete the remaining punch list items in the upcoming weeks. Once complete, the project will be closed out.

**Liberty Park Drainage Improvements Project (Westmont, IL).** There are no changes in the status of this project. Awarded to Martam Construction, this project commenced on October 2,
2017. Construction is 100% complete and the contractor is working on final paperwork in order for the project to be closed out.

**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. BP&T was the awarded contractor for the project. Mobilization occurred on September 10, 2018. The contractor is 100% complete with the West Lobe and 60% complete with the East Lobe. Due to weather, remaining work has been suspended until the Spring. Once the contractor re-mobilizes on site, the remainder of the West Lobe will be painted, with final inspections and punch list items to follow.

**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 a total of 6 properties have been demolished to date. 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.

**In-House Projects (Countywide).** In addition to overseeing projects awarded to outside contractors, staff has been working with the Department’s in-house crew that was added to the team in 2016. In addition to typical tasks, which include property maintenance, facilities maintenance, mowing, and small projects, one larger project recently broke ground. The Pearl Avenue Streambank Stabilization Project in Glendale Heights is being constructed to provide much needed repairs to the existing streambank. A deteriorating timber wall is being replaced with a block wall and stone rip rap to prevent erosion on the stretch of stream through two residential properties before it reaches the culvert under Pearl Avenue. This project is expected to be complete in the upcoming weeks.
MEMORANDUM

To: Stormwater Management Committee

From: Mary Mitros, Stormwater Outreach Coor.

Subject: DuPage County Stormwater Management Upcoming Countywide Events

Date: November 26th, 2018
### Upcoming DuPage County Stormwater Management (SWM) Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Host Organization</th>
<th>SWM Involvement</th>
<th>Location</th>
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<tbody>
<tr>
<td>December</td>
<td>11am-12pm</td>
<td>Great Infrastructure Seminar for M54 Communities</td>
<td>SWM</td>
<td>Host</td>
<td>NIU Naperville (1120 E. Diehl Rd.)</td>
</tr>
</tbody>
</table>
DuPage County
Memorandum

To: Stormwater Management Committee
From: Christopher Vonnahme, Chief Stormwater Engineer
Subject: River-Dumoulin Pumping Stations Update
Date: November 26th, 2018

The River-Dumoulin Pumping Stations are located along the East Branch DuPage River within the Village of Lisle. The four pumping stations were constructed by DuPage County in 2009 along the East Branch between Lacey Avenue and Burlington Avenue in Lisle to help alleviate excess stormwater that accumulates within this area. As you may know, the State of Illinois built a levee system in the 1960’s along the East Branch and St. Joseph Creek (a tributary to the East Branch) to help protect residential areas within Lisle from flooding. Over the last several years the Village has experienced significant flooding in these leved areas.

The pump stations are located on the residential side of the levee at low spots along the toe of the embankment. Excess stormwater drainage within the subdivision will drain to these low points and the pump stations will pump the water over the levee into the East Branch. The four pumping stations minimize area flooding from small to medium sized storms. However, these stations are not designed to alleviate surface ponding, prevent area flooding from major storm events, or prevent flooding when the river flow overtops the levee embankment. The pumping stations were completed in 2009 at a cost of approximately $1.5 million.
To: Stormwater Management Committee
From: Clayton Heffter, Permitting Manager
Subject: Stormwater Strategic Plan--FY2018 Departmental Report
Date: November 21st, 2018

Attached is a Stormwater Management Strategic Plan FY2018 Departmental Report update for Strategic Initiatives, as presented to and approved by the Stormwater Management Planning Committee in November 2016. Staff will provide further updates on the initiatives in the upcoming year.
### Strategic Plan - FY2018 Departmental Report:

**Date:** November 21, 2018  
**Department:** Stormwater Management  
**Committee:** Stormwater Management Planning Committee

#### Strategic Initiative Summary and Key Activities Update:
Provide a brief description of the strategic initiative(s) your department is pursuing in the fiscal year, review implementation activities to date and identify the resources needed for implementation.

Enhance a streamlined permitting process that will reduce permitting delays and promote a positive impact upon development. *(Economic Growth)*

#### Implementation Analysis:
Discuss the extent to which your department has been effective in its implementation activities providing metrics where applicable. Identify any steps taken to maximize efficiency.

The April 2018 transition from traditional spreadsheet tracking of permit status and stormwater data to the Accela Civic Platform has created a centralized hub for staff to simultaneously search these items, download electronic files, and analyze trackable data. The Accela Citizen Access public portal went live in August 2018 and enabled stormwater applicants and their designated contacts to check their application status, thus reducing inquiries to stormwater staff. Beginning November 2018, the department transitioned to Accela’s automated notification system for stormwater application status updates. This eliminates the need for stormwater staff to call and mail applicants with status notifications.

Accela Civic Platform software configuration by Sidwell was completed for Phase 1 and the Accela software went live for internal Stormwater Permitting staff use on April 9, 2018. The Accela Citizen Access public portal went live in August 2018, and beginning November 2018, the department transitioned to Accela’s automated notification system for stormwater application status updates. Continued configuration and implementation of Accela software includes transition to Accela for invoicing and payments in December 2018, use of electronic document review for stormwater applications February 2019, and enabling online submittals in May 2019.

#### Key Milestones and Next Steps:
Identify progress on key milestones for each strategic initiative, and explain whether they are on schedule, ahead of schedule or behind schedule. Provide a preview of future activities planned for each initiative.

#### Other:
Identify existing issues that could impact the implementation schedule for each initiative during the fiscal year and beyond.
STRAEGIC PLAN--FY2018 DEPARTMENTAL REPORT:

Date: November 21, 2018

Department: Stormwater Management

Committee: Stormwater Management Planning Committee

STRATEGIC INITIATIVE SUMMARY AND KEY ACTIVITIES UPDATE: (Provide a brief description of the strategic initiative(s) your department is pursuing in the fiscal year, review implementation activities to date and identify the resources needed for implementation.)

Explore a funding structure that will provide a dedicated funding source in the future. (Financial Planning)

IMPLEMENTATION ANALYSIS: (Discuss the extent to which your department has been effective in its implementation activities providing metrics where applicable. Identify any steps taken to maximize efficiency.)

Exploration of a funding structure that will provide a dedicated funding source in the future.

KEY MILESTONES AND NEXT STEPS: (Identify progress on key milestones for each strategic initiative, and explain whether they are on schedule, ahead of schedule or behind schedule. Provide a preview of future activities planned for each initiative.)

Incorporate public input for the program assessment; present costs and funding options to the public.
Prepare a final assessment; present to SW Committee.

OTHER: (Identify existing issues that could impact the implementation schedule for each initiative during the fiscal year and beyond.)
STRATEGIC PLAN--FY2018 DEPARTMENTAL REPORT:

Date: November 21, 2018

Department: Stormwater Management

Committee: Stormwater Management Planning Committee

STRATEGIC INITIATIVE SUMMARY AND KEY ACTIVITIES UPDATE: (Provide a brief description of the strategic initiative(s) your department is pursuing in the fiscal year, review implementation activities to date and identify the resources needed for implementation.)

Consolidate water quality efforts within DuPage County.  (ACT Initiative)

IMPLEMENTATION ANALYSIS: (Discuss the extent to which your department has been effective in its implementation activities providing metrics where applicable. Identify any steps taken to maximize efficiency.)

IGA’s with 41 municipalities and townships have been approved for the Countywide Stormwater program. The Illinois EPA has approved Notice of Waiver Intent forms for each community which formally authorizes them to be considered partners in the County’s General Permit No. ILR40.

KEY MILESTONES AND NEXT STEPS: (Identify progress on key milestones for each strategic initiative, and explain whether they are on schedule, ahead of schedule or behind schedule. Provide a preview of future activities planned for each initiative.)

The County and partner communities are now permitted as one entity. Compliance with the six minimum control measures of the ILR40 Permit (Public Education & Outreach, Public Participation, Illicit Discharge Detection & Elimination, Construction Site Runoff Control, Post Construction Best Management Practices, and Good Housekeeping/ Pollution Prevention) as well as monitoring requirements will be completed as a collaborative effort moving forward. The first Countywide Annual Report will be submitted by June 1, 2019.

OTHER: (Identify existing issues that could impact the implementation schedule for each initiative during the fiscal year and beyond.)
**STRATEGIC PLAN--FY2018 DEPARTMENTAL REPORT:**

- **Date:** November 21, 2018
- **Department:** Stormwater Management
- **Committee:** Stormwater Management Planning Committee

### STRATEGIC INITIATIVE SUMMARY AND KEY ACTIVITIES UPDATE:

Provide a brief description of the strategic initiative(s) your department is pursuing in the fiscal year, review implementation activities to date and identify the resources needed for implementation.

- Revise and update long term maintenance and operation plans to include new & future assets. *(Financial Planning)*

### IMPLEMENTATION ANALYSIS:

Discuss the extent to which your department has been effective in its implementation activities providing metrics where applicable. Identify any steps taken to maximize efficiency.

- Continued to thoroughly analyze major assets to ensure the capital fund is appropriately incorporated into the future budgets. SW Staff has been working through existing facility capital asset costs and projected costs for future capital assets.
  
  Department has contracted with a firm to assist with building an asset management/tracking database that will track service life and maintenance needs. Implementation will begin in December 2018.

### KEY MILESTONES AND NEXT STEPS:

Identify progress on key milestones for each strategic initiative, and explain whether they are on schedule, ahead of schedule or behind schedule. Provide a preview of future activities planned for each initiative.

- Continue to Update Service life.
  
  Incorporate into sinking fund (Capital Replacement Budget).

### OTHER:

Identify existing issues that could impact the implementation schedule for each initiative during the fiscal year and beyond.
### STRATEGIC INITIATIVE SUMMARY AND KEY ACTIVITIES UPDATE

Partner and collaborate with IT/GIS to consolidate resources. *(Financial Planning)*

### IMPLEMENTATION ANALYSIS

Stormwater has recently migrated the main server to IT and SW is working with GIS on the asset management database and the consolidated countywide storm sewer maps. Working with GIS to assist DuDOT in digitization of their storm sewers to ensure the county complies with NPDES (EPA) permit requirements.

Additionally, Stormwater and GIS have been working on Application development and integration into the Asset Tracking Software.

### KEY MILESTONES AND NEXT STEPS

Consolidate Stormwater Server and Desktop Support with IT.
Evaluate Cyber Security within Stormwater system.

### OTHER

Identify existing issues that could impact the implementation schedule for each initiative during the fiscal year and beyond.
Requisition 25k and over

SM-P-0003-19

AWARDING RESOLUTION
ISSUED TO BOB RIDINGS, INC.
TO FURNISH ONE (1) 2019 FORD F350 SUPER CAB 4X4 TRUCK
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT: $48,946.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Stormwater Management Planning Committee recommends County Board approval for the issuance of a contract purchase order to Bob Ridings, Inc., to furnish one (1) 2019 Ford F350 Super Cab 4x4 truck, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to furnish one (1) 2019 Ford F350 Super Cab 4x4 truck, for Stormwater Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Bob Ridings, Inc., 931 Springfield Road, Taylorville, IL 62568, for a total contract amount not to exceed $48,946.00.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, COUNTY CLERK
Requisition 25k and over
SM-P-0003-19

PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

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<td><strong>STORMWATER MANAGEMENT COMMITTEE</strong></td>
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SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

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Procurement Review Checklist

Procurement Services Division

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

Vendor: Bob Ridings, Inc
Vendor #: 11491
Contract Term: NA
Contract Total: $48,946.00

Dept: Stormwater Management
Contact: SHUNN
Phone: 6676
Assigned Committee: Stormwater Management

Date: Nov 16, 2018
MinuteTraq (IQM2) ID #: 13983

Description of Procurement/Scope of Work/Background
Furnish and deliver (1) 2019 Ford F 350 Supercab 4x4 Truck, for the Stormwater Management dept.

Reason for Procurement
This vehicle purchase is needed for the daily transportation needs of the Stormwater Maintenance Crew. It is used to transport staff, tools and materials that are needed for daily work functions at such locations as pump stations, in-house project sites, and stormwater flood control facilities.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 19-1600-3000-54120
☐ 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(S) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ Under Government Joint Purchasing Act (30ILCS525) select one below
State of Illinois - Master Contracts #

☐ 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 # _____________________________

SHUNN
Prepared By Nov 16, 2018
Recommended for Approval Date 11-19-18
IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer Date 11-21-18
Procurement Officer Date 11-26-18
Chairman's Office Date 11-08-18

Chief Financial Officer (Decision Memos Over $25,000) Date

PREPARED AND APPROVAL(S) (Initials Only)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 35
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: Nov 16, 2018

Requesting Department: Stormwater

Department Contact: Shunn

Contact Email: sarah.hunn@dupageco.org

Contact Phone: 6676

Vendor Name: Bob Ridings, Inc.

Vendor #: 13983

Date: Nov 16, 2018

MinuteTraq (IQM2) ID #: 13983

Department Requisition #: __________

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

Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2019 Ford F-350 Super Cab 4x4 truck, for Stormwater Management, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act [State of Illinois]

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

Stormwater investigated pricing from multiple sources including local vendors and other cooperative purchasing agreements. The State of Illinois Contract #4018301 was the lowest responsible quote for the new Ford Super Cab.

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 vehicle purchase is needed for the daily transportation needs of the Stormwater Maintenance Crew. It is used to transport staff, tools and materials that are needed for daily work functions at such locations as pump stations, in-house project sites, and stormwater flood control facilities. This vehicle is also needed for the use of on-call personnel for any after-hours emergency response that may be required.

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

Staff investigated other cooperatives and local dealerships. The State of Illinois Contract #4018301 was the lowest quote.

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

1) Staff recommends securing a contract to purchase a Ford F350 Super Cab from the State of Illinois Contract #4018301. Recommended.
2) The second option includes going out to bid, however this is not recommended.

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

1600-3000-54120 $48,196
**Purchase Requisition**

**Procurement Services Division**

**Date:** Nov 16, 2018

**MinuteTraq (IQM2) ID #:** 13983

**Department Req #:** 16001

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

**Vendor:** Bob Ridings Inc.  
**Vendor #:** 11491  
**Attn:** Todd Crews  
**Email:** toddfleet@aol.com  
**Address:** 931 Springfield Rd.  
**City:** Taylorville  
**State:** IL  
**Zip:** 62568  
**Phone:** (217) 824-2207  
**Fax:** (217) 824-4252

---

**Send Invoices To:**

**Vendor:** Bob Ridings Inc.  
**Vendor #:** 11491  
**Attn:** Sarah Hunn  
**Email:** Sarah.Hunn@dupageco.org  
**Address:** 421 N. County Farm Rd.  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** (630) 407-6712  
**Fax:** (630) 407-6701

---

**Send Payments To:**

**Vendor:** Bob Ridings Inc.  
**Vendor #:** 11491  
**Attn:** Todd Crews  
**Email:** toddfleet@aol.com  
**Address:** 931 Springfield Rd.  
**City:** Taylorville  
**State:** IL  
**Zip:** 62568  
**Phone:** (217) 824-2207  
**Fax:** (217) 824-4252

---

**Send Payments To:**

**Vendor:** Bob Ridings Inc.  
**Vendor #:** 11491  
**Attn:** Ben Notte  
**Email:** Ben.notte@dupageco.org  
**Address:** 7900 S. Route 53  
**City:** Woodridge  
**State:** IL  
**Zip:** 60517  
**Phone:** (630) 407-6698  
**Fax:** (630) 407-6701

---

**Payment Terms**

**F.O.B.**  
**PO 20 Delivery Date**

**Requisitioner**

**Use for**  
**PO25 only**

**Contract Administrator**

**Contract Start Date**

**Contract End Date**

**Use for**  
**PO25 only**

**PO25 only**  
**Alicia Favela**  
**Dec 11, 2018**  
**PO25 only**

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<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>(Product #)</td>
<td>Contract to furnish and deliver one (1) 2018 Ford F-350 Super Cab 4x4 Truck for Stormwater Management Department.</td>
<td>19</td>
<td>1600</td>
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<td>54120</td>
<td>48,946.00</td>
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</table>

**Requisition Total** $48,946

---

**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. 37**
Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568

Ph. 217-824-2207       Email toddfleet@aol.com       Fax 217-824-4252

Monday, November 19, 2018

SARAH HUNN
DUPAGE COUNTY STORMWATER
421 N COUNTY FARM RD
WHEATON, IL 60187

Dear Sarah:

Thank you for your inquiry about our Fleet Sales Program, note this proposal is in association with our State of Illinois Purchase Contract # PSD 4018301. We are pleased you are again considering us for your new truck and we can order it as follows. Delivery is estimated in 120+ days after your order, note THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, call if any questions or changes and thanks,

1 2019 Ford F350 SUPER Cab 4x4 Truck Chassis DUAL Rear Wheels
Includes All Standard XL Pkg Equipment 14,000 GVWR
Air Conditioning  Tilt Wheel  AM/FM  Upfitter Switch Panel
SUPER Cab includes flip out rear doors and folding rear seat
BASE COST  $29,465.00
USE STD 60” Cab/Axle, 40 Gallon Rear Fuel Tank
USE 6.7 Litre TurboDiesel V8 $7908.00
ADD Cruise Control $215.00
Power Windows/Locks/Mirrors $885.00
AM/FM w/CD $265.00
WITH SYNC Bluetooth $350.00
Electric Shift on the Fly 4x4 $185.00
4.10 Limited Slip Axle $330.00
All Terrain Tires $155.00
ADD SPARE TIRE $350.00
Snowplow Prep Pkg NOT Ordered, NOT Approved for Snowplow
 4x4 Skid Plate $100.00
  Engine Block Heater $85.00
  Daytime Running Lights $45.00
  Factory Backup Alarm $130.00
Built in Factory Trailer Brake $249.00
Manual Operator Regen $250.00
Extra HD Alternators $115.00
EXTRA Program Key NO Remote $50.00
Factory CD Service Manual $225.00
Factory Black Running Boards $425.00
Undercoat $299.00
KNAPHEIDE 9ft Service Body Pkg $5985.00
Class IV Hitch Receiver $450.00
Delivery to your Location $275.00
New Municipal Lic & Title $155.00

(Z1) White Ext, (AS) Med Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering

YOUR COST, P/O # Pending $48,946.00

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
Please contact me with any questions and thanks for your business!

Sincerely,
Todd Crews
Fleet Sales Manager
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: [Signature]
Printed Name: Todd Crews
Title: Fleet Sales Manager
Date: 1-19-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of _____. (total number of pages)
Requisition 25k and over

SM-P-0004-19

AWARDING RESOLUTION
ISSUED TO SUTTON FORD, INC.
TO FURNISH ONE (1) 2019 FORD F550 SUPER CAB
4X4 ONE TON DUMP TRUCK
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT: $62,274.00)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly with one or more other governmental units when purchases were made by a competitive selection as provided in section 4 of the Act; and

WHEREAS, the Suburban Purchasing Cooperative (SPC), a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of one (1) 2019 Ford F550 Super Cab 4x4 one ton dump truck through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Stormwater Management Planning Committee recommends County Board approval for the issuance of a contract purchase order to Sutton Ford, Inc., to furnish one (1) 2019 Ford F550 Super Cab 4x4 one ton dump truck, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to furnish one (1) 2019 Ford F550 Super Cab 4x4 one ton dump truck, for Stormwater Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Sutton Ford, Inc. 21315 Central Avenue, Matteson, Illinois, 60443, for a total contract amount not to exceed $62,274.00.

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

_________________________________________________________

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____________________________________________
JEAN KACZMAREK, 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>
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<tr>
<td>November 20, 2018</td>
<td>$62,274.00</td>
<td></td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Per Cooperative Agreement

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<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
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<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>11/20/2018 12:15 PM</td>
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<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>11/20/2018 1:39 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/26/2018 3:52 PM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
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<td>Tom Cuculich</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/28/2018 2:47 PM</td>
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<tr>
<td>Stormwater Management Committee</td>
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<td>12/04/2018 7:30 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Shunn</td>
<td>Phone: 6676</td>
<td>Assigned Committee: Stormwater Management</td>
</tr>
</tbody>
</table>

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

Contract purchase order to Sutton Ford, Inc., for the purchase of one (1) 2019 Ford F-550 Super Cab 4x4 truck, for Stormwater Management, for a contract total amount not to exceed $62,274.00.

**Reason for Procurement**

This vehicle was budgeted for in the FY19 budget for Stormwater Management and will be used to transport Stormwater Maintenance Crew workers and material necessary for in-house projects or shared services.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 18-1600-3000-54120
- 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 (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Per Coop (DPC4-107) select one below
  - NWMC Northwest Municipal Conference/SPC # 182
- 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: Shunn</th>
<th>Nov 19, 2018</th>
</tr>
</thead>
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<table>
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<th>Recommended for Approval: 11-19-18</th>
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<th>IT Approval, if required:</th>
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**REVIEWED BY (Initials Only)**

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<th>Chief Financial Officer:</th>
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<tr>
<th>Chairmen's Office:</th>
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</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th>11-27-18</th>
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</table>

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

Packet Pg. 42
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:</th>
<th>Stormwater Management</th>
<th>Department Contact:</th>
<th>Sarah Hunn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:Sarah.Hunn@Dupageco.org">Sarah.Hunn@Dupageco.org</a></td>
<td>Contact Phone:</td>
<td>6676</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Sutton Ford, Inc.</td>
<td>Vendor #:</td>
<td>30215</td>
</tr>
</tbody>
</table>

**Date:** Nov 19, 2018

**MinuteTraq (IQM2) ID #:** 13995

**Department Requisition #:**

---

**Requesting Department:** Stormwater Management

**Department Contact:** Sarah Hunn

**Contact Email:** Sarah.Hunn@Dupageco.org

**Contact Phone:** 6676

**Vendor Name:** Sutton Ford, Inc.

**Vendor #:** 30215

---

**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 purchase of a Ford F-550 Dump Truck to be used by the Stormwater Management Department thru the Northwest Municipal Conference Contract #182 in the amount of $62,274.00

---

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

This vehicle purchase is needed for light construction projects, landscaping and maintenance activities on Stormwater flood control and drainage/shared services projects.

---

**Strategic Impact**

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

Quality of Life

This vehicle will be used to maintain the stormwater infrastructure and help provide reliable, high quality service.

---

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

Stormwater investigated pricing from multiple cooperative purchasing agreements. The NWCM Contract #182 was the lowest responsible quote for the new Ford truck. In addition to the various purchasing agreements, Stormwater periodically checks pricing of vehicles with local dealers.

---

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

1) Staff recommends securing a contract to purchase a Ford F-550 Dump Truck through the NWCM Contract #182. Recommended due to this price being the lowest over all other sources.

2) The second option includes going out to bid, however this is not recommended.

---

**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.

$62,274 will be removed from line 1600-3000-54120
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<th>UOM</th>
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<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>This Contract is to furnish and deliver one (1) 2019 F-550 Chassis, SD Super Cab 4x4, for the Stormwater Management Department.</td>
<td>19</td>
<td>1600</td>
<td>3000</td>
<td>54110</td>
<td>62,274.00</td>
<td>62,274.00</td>
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</table>

Requisition Total: $ 62,274.00

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): 

Send Purchase Order To: 
- Vendor: Sutton Ford, Inc. 
  - Vendor #: 30215
  - Attn: Kyle Mohrbach
  - Email: kmohrbach@suttonford.com
  - Address: 21315 Central Ave.
  - City: Matteson
  - State: IL
  - Zip: 60443-2893
  - Phone: (708) 720-8013

Send Invoices To: 
- Dept: Stormwater Management 
  - Attn: Sarah Hunn
  - Email: Sarah.hunn@dupageco.org
  - Address: 421 N. County Farm Rd.
  - City: Wheaton
  - State: IL
  - Zip: 60187
  - Phone: (630) 407-6676
  - Fax: (630) 407-6701

Send Payments To: 
- Vendor: Sutton Ford, Inc. 
  - Vendor #: 30215
  - Attn: Kyle Mohrbach
  - Email: kmohrbach@suttonford.com
  - Address: 1 N. Prospect Ave.
  - City: Matteson
  - State: IL
  - Zip: 60443-2893
  - Phone: (708) 720-8013

Send Payments To: 
- Dept: Stormwater Management 
  - Attn: Ben Notte
  - Email: Ben.Notte@dupageco.org
  - Address: 7900 S. Route 53
  - City: Woodridge
  - State: IL
  - Zip: 60517
  - Phone: (630) 407-6680
  - Fax: (630) 407-6701

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

F.R.E. 
- Use for
  - Contract Administrator
  - Contract Start Date
  - Contract End Date
- Use for
  - PO25 only

Packet Pg. 44
Contract #182
2019 Ford F-550

Contact: Kyle Mohrbach, Fleet Manager
Phone: 708-720-8013
Email: kmohrbach@suttonford.com

Please contact us with any questions and to learn about upfitting options.
Customer Proposal

Prepared for:
Sarah Hunn
DuPage County Stormwater Management
Office: 630-407-6676
Email: sarah.hunn@dupageco.org

Prepared by:
Kyle Mohrbach
Office: 708-720-8013
Email: kmohrbach@suttonford.com

Date: 11/15/2018
Vehicle: 2019 F-550 Chassis XL
  4x4 SD Super Cab 192" WB DRW
Quote ID: DuPX5H
## Selected Options

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<th>Code</th>
<th>Description</th>
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<td>Base Vehicle Price (X5H)</td>
</tr>
<tr>
<td>660A</td>
<td>Order Code 660A</td>
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<tr>
<td>99T</td>
<td>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</td>
</tr>
<tr>
<td>44W</td>
<td>Transmission: TorqShift 6-Speed Automatic</td>
</tr>
<tr>
<td>X8L</td>
<td>Limited Slip w/4.88 Axle Ratio</td>
</tr>
<tr>
<td>68M</td>
<td>GVWR: 19,500 lb Payload Plus Upgrade Package</td>
</tr>
<tr>
<td>THB</td>
<td>Tires: 225/70Rx19.5G BSW Traction (THB)</td>
</tr>
<tr>
<td>64Z</td>
<td>Wheels: 19.5&quot; Argent Painted Steel</td>
</tr>
<tr>
<td>945</td>
<td>Stainless Steel Wheel Covers (Pre-Installed)</td>
</tr>
<tr>
<td>A</td>
<td>HD Vinyl 40/20/40 Split Bench Seat</td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
</tr>
<tr>
<td>192WB</td>
<td>192&quot; Wheelbase</td>
</tr>
<tr>
<td>96V</td>
<td>XL Value Package</td>
</tr>
<tr>
<td>90L</td>
<td>Power Equipment Group</td>
</tr>
<tr>
<td>535</td>
<td>High Capacity Trailer Tow Package</td>
</tr>
<tr>
<td>213</td>
<td>4x4 Electronic-Shift-On-The-Fly (ESOF)</td>
</tr>
<tr>
<td>41H</td>
<td>Engine Block Heater</td>
</tr>
<tr>
<td>98R</td>
<td>Operator Commanded Regeneration (OCR)</td>
</tr>
<tr>
<td>67B</td>
<td>Dual Extra Heavy-Duty Alternators (Total 377-Amps)</td>
</tr>
<tr>
<td>52B</td>
<td>Trailer Brake Controller</td>
</tr>
<tr>
<td>18B</td>
<td>Platform Running Boards</td>
</tr>
<tr>
<td>585</td>
<td>Radio: AM/FM Stereo/MP3 Player</td>
</tr>
<tr>
<td>76C</td>
<td>Exterior Backup Alarm (Pre-Installed)</td>
</tr>
<tr>
<td>525_</td>
<td>Steering Wheel-Mounted Cruise Control</td>
</tr>
<tr>
<td>425</td>
<td>50-State Emissions System</td>
</tr>
<tr>
<td>AS_01</td>
<td>Medium Earth Gray</td>
</tr>
<tr>
<td>Z1_01</td>
<td>Oxford White</td>
</tr>
</tbody>
</table>
# Pricing - Single Vehicle

## Vehicle Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$45,100.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$15,125.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$0.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,495.00</td>
</tr>
</tbody>
</table>

**Subtotal** $61,720.00

## Pre-Tax Adjustments

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEL</td>
<td>SPC Delivery</td>
<td>$150.00</td>
</tr>
<tr>
<td>Plates</td>
<td>M-Plates and Title</td>
<td>$200.00</td>
</tr>
<tr>
<td>SPC</td>
<td>SPC Contract Discount</td>
<td>-$10,032.00</td>
</tr>
<tr>
<td>ATKnap</td>
<td>Knaphiede E-Coat 11' Dump</td>
<td>$10,236.00</td>
</tr>
</tbody>
</table>

**Total** $62,274.00

---

Customer Signature

Acceptance Date
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>Sutton Ford</th>
<th>Company Contact:</th>
<th>Kyle Mohrbach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>708-720-8013</td>
<td>Contact Email:</td>
<td><a href="mailto:kmohrbach@suttonford.com">kmohrbach@suttonford.com</a></td>
</tr>
</tbody>
</table>

Date: 11/19/18

Bid/Contract/PO #: 181

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>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.

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

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

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

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

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

Authorized Signature

Printed Name: Kyle Mohrbach

Title: Fleet Manager

Date: 11/19/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF CLARENDON HILLS FOR THE CHESTNUT ALLEY
PERMEABLE PAVER RETROFIT WATER QUALITY IMPROVEMENT PROJECT

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design report for the design,
construction, and maintenance of a permeable paving retrofit project at Chestnut Alley to include
retrofitting an alley with permeable paving and constructing a native bioretention area (herein
referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of
the PROJECT will benefit local citizens by improving the water quality and reduction of
stormwater runoff into the Flagg Creek and Des Plaines River watersheds; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached
AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved in an
amount not to exceed one hundred thousand dollars and no cents ($100,000.00); and that the
Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Clarendon Hills, 1 N. Prospect Avenue, Clarendon Hills, IL 60514; and Anthony Hayman/State's Attorney's Office.

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

_____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
JEAN KACZMAREK, 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>
</tr>
</thead>
<tbody>
<tr>
<td>November 19, 2018</td>
<td>$100,000</td>
<td>DECEMBER 11, 2018 TO MARCH 1, 2021</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Intergovernmental Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>11/19/2018 3:23 PM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>11/20/2018 1:45 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/20/2018 2:14 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/26/2018 9:01 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/26/2018 5:43 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/27/2018 3:32 PM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Pending</td>
<td>12/04/2018 7:30 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>12/11/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>12/11/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Village of Clarendon Hills</th>
<th>Vendor #: 10467</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Mary Beth Falsey</td>
</tr>
<tr>
<td><strong>Contract</strong> Term: 12/11/18 - 3/1/21</td>
<td><strong>Contract Total:</strong> $100,000.00</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
The project includes a retrofitting a alley with permeable paving and constructing a native bioretention area to provide a water quality benefit.

**Reason for Procurement**
Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. Chestnut Alley Permeable Paving Retrofit project has been selected for funding for the FY 2018 Water Quality Improvement Program grant.

**FUNDING SOURCE**

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

**DECISION MEMO NOT REQUIRED**

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

**BASIS OF DECISION MEMO**

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

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

<table>
<thead>
<tr>
<th>MBF</th>
<th>Nov 19, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBF</td>
<td>Nov 19, 2018</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>11-26-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer</td>
<td>11-26-18</td>
</tr>
</tbody>
</table>

**Chairman's Office**

<table>
<thead>
<tr>
<th>Date</th>
<th>(Decision Memos Over $25,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-4-18</td>
<td>12-11-18</td>
</tr>
</tbody>
</table>

**Packet Pg. 53**

Attachment: Clarendon Hills - Procurement Checklist (SM-P-0005-19 : Village of Clarendon Hills - Chestnut Alley Permeable Pavers WQIP Grant)
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF CLARENDON HILLS FOR CHESTNUT ALLEY PERMEABLE PAVING WATER QUALITY IMPROVEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 11th day of December 2018 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF CLARENDON HILLS, a body politic and corporate, with offices at 1 N. Prospect Avenue, Clarendon Hills, IL 60514 (hereinafter referred to as the VILLAGE).

RECITALS

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of a permeable paver retrofit at Chestnut Alley to include a permeable paver alley and native vegetated bioretention area (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality and reduction of stormwater runoff in the Flagg Creek and Des Plaines River Watersheds; and

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

WHEREAS, the VILLAGE shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and
WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

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

1.0 INCORPORATION AND CONSTRUCTION.

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

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

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the construction of a permeable paver alley to increase water quality benefits. The improvements include retrofitting an existing alley with permeable paving and creating native vegetated bioretention area. The goal of the VILLAGE is to complete the alley retrofit project which will reduce pollutant loadings to Flagg Creek and the Des Plaines River.

2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (Chestnut Alley Permeable Paving Retrofit), dated January 10, 2018, as prepared by Conservation Design Forum, which document is incorporated herein by reference but is not attached hereto due to space limitations. The alley and bioretention area shall be maintained and monitored by the VILLAGE or their consultant.

3.0 FUNDING.

3.1 The total water quality related PROJECT costs are estimated to be four hundred forty-nine thousand six hundred eighty-four dollars and no cents ($449,684.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

<table>
<thead>
<tr>
<th></th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>VILLAGE OF CLARENDON HILLS</td>
<td>78%</td>
<td>$349,684</td>
</tr>
<tr>
<td>COUNTY OF DUPAGE</td>
<td>22%</td>
<td>$100,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100.0%</td>
<td>$449,684</td>
</tr>
</tbody>
</table>

3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the
VILLAGE and COUNTY agree to apportion such extra costs before they are incurred.

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

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

4.0 VILLAGE’S RESPONSIBILITIES.

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

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

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

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

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

4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.

4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than twenty two percent (22%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.

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

4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the VILLAGE reasonable advanced notice of when the COUNTY requires such access.

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.

4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in permanent onsite signage as well as any printed materials promoting the PROJECT.

5.0 COUNTY’S RESPONSIBILITIES.
5.1 The COUNTY shall reserve the right to review the PROJECT’S plans and specifications, prior to the VILLAGE’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY’S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

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

5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a fixed proportion of twenty two percent (22%) of the PROJECT costs, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.

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

5.2.3 In the event PROJECT costs total less than four hundred forty nine thousand six hundred eighty four dollars and no cents ($449,684.00), the COUNTY’S total reimbursement amount shall be not more than twenty two percent (22%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.

5.2.4 The COUNTY shall not be obligated to pay invoices received after March 1, 2021, regardless of when the work was completed and notwithstanding that the COUNTY’S contribution limit has not been reached.

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

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

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

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

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

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

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

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

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

9.1.1 March 1, 2021 or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before March 1, 2021.

10.0 ENTIRE AGREEMENT.

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

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

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

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

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

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

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

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

Director of Public Works  
Village of Clarendon Hills  
1 N. Prospect Avenue  
Clarendon Hills, Illinois, 60514

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

14.0 WAIVER OF/Failure to ENFORCE BREACH.

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

15.0 NO WAIVER OF TORt IMMUNITIES

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

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

COUNTY OF DUPAGE  
VILLAGE OF CLARENDON HILLS

Daniel J. Cronin,  
Chairman  
Len Austin,  
Village President

ATTEST:  
ATTEST:

Jean Kaczmarek,  
County Clerk  
Dawn Tandle,  
Village Clerk
Vendor: Village of Clarendon Hills  
Address: 1 N. Prospect Ave.  
City: Clarendon Hills  
Phone: (630) 286-5400

Send Purchase Order To:  
Vendor: Village of Clarendon Hills  
Vendor #: 10467  
Attn:  
City: Clarendon Hills  
Phone: (630) 286-5400

Send Payments To:  
Vendor: Village of Clarendon Hills  
Vendor #: 10467  
Attn:  
City: Clarendon Hills  
Phone: (630) 286-5400

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Requisition Total: $100,000.00

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

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

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