

Requisition 25k and over

SM-P-0125-15

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES OF ILLINOIS
FOR PROFESSIONAL ENGINEERING AND PLANNING SERVICES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to study stormwater management and drainage improvements and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062 & 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes County-wide stormwater management, watershed planning, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (engineering, surveying, wetland analysis, flood plain modeling, land use planning, etc.) its stormwater management project design, drainage, land use and watershed planning and flood control activities; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed two hundred and forty-nine thousand dollars and no cents (\$249,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; 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 V3 Companies of Illinois is hereby accepted and approved in an amount not to exceed two hundred and forty-nine thousand dollars and zero cents (\$249,000.00); 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 V3 Companies of Illinois with offices at 7325 Janes Avenue, Woodridge, IL 60517 Attn: Greg Wolterstorff; Attn: Anthony Hayman/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Stormwater Management.

Enacted and approved this 28th day of April, 2015 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Ayes: 16
Absent: 2

Attest: 

PAUL HINDS, COUNTY CLERK

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES OF ILLINOIS.
FOR ON CALL PROFESSIONAL ENGINEERING AND PLANNING SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 28th day of April 2015 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 COMPANIES OF ILLINOIS, licensed to do business in the State of Illinois, with offices at 7325 Janes Avenue, Woodridge, IL 60517; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a "party" or together as the "parties."

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management and drainage improvements and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062 & 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes County-wide stormwater management, watershed planning, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (engineering, surveying, wetland analysis, flood plain modeling, land use planning, etc.) its stormwater management project design, drainage, land use and watershed planning and flood control activities; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed two hundred and forty-nine thousand dollars and no cents (\$249,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; 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, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Chief Engineer of the Stormwater Management Department, (hereinafter referred to as the "Chief Engineer"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the Chief Engineer or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the Chief Engineer or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS.

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by March 30, 2016 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Chief Engineer directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed two hundred and forty-nine thousand dollars and zero cents (\$249,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT'S

staff, and approved subconsultant's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."

- 7.4 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.6 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.
- 7.7 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.8 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at

<http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its subconsultants of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

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

- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five hundred thousand dollars (\$500,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000) total; including limits of not less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Sarah Hunn, Chief Engineer 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Sarah Hunn, Chief Engineer, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

- 8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/two million dollars (\$2,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or

organization you have agreed in a written contract to provide additional insurance” or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT’S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.
- 8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”
- 8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT. The COUNTY retains the right to obtain evidence of sub-consultants’ insurance coverage at any time.

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S, and sub-consultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a

Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on March 30, 2016, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before March 30, 2016

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

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

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

V3 Companies of Illinois
7325 Janes Avenue
Woodridge, IL 60517
Attn: Greg Wolterstorff

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a

new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 The CONSULTANT's key personnel specified in the AGREEMENT (List Titles:) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The

COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

25.0 ACCESS TO PROPERTY.

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

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

26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.

26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY'S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall

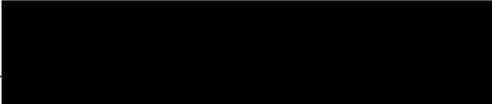
not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT'S agents or employees to sign such manifests; or (2) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY'S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE

V3 Companies of Illinois


BY
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD


BY
GREG WOLTERSTORFF, P.E.
DIRECTOR

ATTEST BY:


PAUL HINDS COUNTY CLERK

ATTEST BY:


NAME: Robin J. Petrock
TITLE: President

EXHIBIT A

SCOPE OF WORK

V3 - EAST BRANCH DUPAGE RIVER RESILIENCE PROJECT

SCOPE OF SERVICES

April 8, 2015

Compensation

The following scope of services for the East Branch DuPage River Resilience Project will be completed by V3 Companies of Illinois, Ltd. (V3) and a team of sub-consultants. The general scope of services includes wetland assessment and design, floodplain assessment and design, green infrastructure innovation and design, geotechnical analysis and levee design, cost estimating, report preparation, permitting assistance and preparation of construction documents and project specifications. The total not to exceed contract value is estimated at \$249,000.00. V3 will be compensated for labor expended directly on this project by principals and staff at a 2.80 multiplier of direct wages.

Introduction

V3 has reviewed the East Branch DuPage River Watershed and Resiliency Plan and understands that levee protection along the Village of Lisle will be the focus of this contract. V3 also understands that the County has grant-specified time constraints and we will coordinate with the County and plan stakeholders to identify the recommended alternatives that can realistically be designed by October 2015 and permitted so construction can begin in Spring/Summer 2016.

An updated concept plan and/or preliminary engineering plans will be prepared for levee modifications / improvements along the East Branch in the River-Dumoulin area located in the Village of Lisle. The proposed improvements will build off the initial work previously done for the East Branch DuPage River Watershed and Resiliency Plan and will include green infrastructure focused land use planning in conjunction with local drainage improvements behind the levee.

Initial project goals will be refined based on a review of the previously prepared conceptual plan, site inspections (which may include geotechnical investigations) and additional coordination with DuPage County and/or the watershed stakeholders. The revised concept plan will identify proposed levee improvements, including associated area-specific green infrastructure improvements such as naturalized compensatory storage areas, water quality / habitat enhancement opportunities, bank stabilization, etc. within the project area. The revised concept plan will also consider land use planning in the project area that utilizes innovative green infrastructure practices.

Following the compilation of information and development of an updated concept plan and regulatory agency coordination to facilitate timely design and permitting, V3 will prepare preliminary engineering plans and a preliminary written permit assessment for review and approval by the DuPage County and the Village of Lisle. The plans and permit assessment will describe the technical basis for the design of the proposed improvements and will describe the required permit approvals and necessary regulatory agency coordination.

Following DuPage County approval of the preliminary engineering plans and project approach, V3 will prepare the final engineering plans and construction specifications. The engineering plans will include geotechnical and structural details, levee modification and river enhancement design and site grading, compensatory storage locations (if applicable), site grading and details associated with proposed green infrastructure design behind the levee, utility and paving plans as necessary, erosion control plans and other required plans to construct the improvements. Construction details and project specifications will include standard IDOT specifications and project specific special provisions.

Conduct Site Tour & Evaluation

The V3 team will conduct a site tour and evaluation to discuss levee modification and green infrastructure concepts with DuPage County staff and other project stakeholders as identified by the County. The initial field investigation will focus on identifying and discussing key project considerations such as property boundaries / project limits, flood control limits, land use vision and potential green infrastructure improvements in the surrounding area, etc.

Obtain or Compile Site Information

The following information will be obtained for the study area from existing sources and/or will be developed or prepared by V3. The information will be obtained, reviewed and utilized in the flood control and green infrastructure design.

1. Concept plans, calculations and modeling for the East Branch DuPage River Watershed.
2. Detailed wetland delineation for the project area, including any potential compensatory storage areas that may be upstream or downstream of the initially anticipated project limits. V3 will review all old delineations (if available) prior to performing the onsite detailed wetland delineation. The wetland delineation process will include the necessary state and federal threatened and endangered species consultation.
3. Geomorphology and bank stabilization characterization in the recommended project location area: V3 will provide an in-field evaluation of the existing river geomorphology and bank stabilization conditions.
4. A jurisdictional determination will be performed with the USACE and DuPage County to confirm regulatory status of the identified wetlands in the project limits.
5. Tree survey. All trees greater than 6" DBH will be located via a hand held GPS unit. The location and extent of native shrubs groupings will also be

documented. Tree surveys will be conducted during the wetland delineation and soil mapping field work.

6. Topographic and hydraulic surveys: V3 will initially utilize existing aerial two-foot topography to evaluate the site and then perform a detailed topographic survey within the project limits to be used for preliminary and final engineering design. Additionally, V3 will perform hydraulic cross sections along the river in appropriate increments that will be used for the levee modification / river enhancement design and that can be incorporated into the hydraulic modeling. It is not anticipated that a boundary survey will be required for the project but those services can be provided if necessary. Additionally, V3's survey team will coordinate with our certified arborists to perform any required tree surveys for the project area.
7. Hydraulic modeling: FEQ and/or regulatory hydraulic modeling information will be used in the evaluation of the proposed flood improvements and river enhancement design and permitting.
8. Obtain property ownership information from County staff and/or available assessment information.
9. Identify interior land planning and green infrastructure constrains (utility conflicts, stormwater management restrictions, etc.)
10. V3 shall attend meetings as necessary with DuPage County and/or the Village of Lisle, and other watershed stakeholders and adjacent property owners to obtain, compile or confirm any additional site information.

Develop Concept Plan for East Branch DuPage River Resilience Project

1. Based on the information obtained for the site and from project stakeholders, V3 will prepare a concept plan for the River-Dumoulin Area that will show up to three recommended flood risk reduction and green infrastructure implementation options.
2. V3 shall identify potential wetland and buffer impacts and recommended mitigation alternatives associated with the proposed concept plans.
3. V3 shall perform some initial floodway/floodplain hydraulic modeling to confirm that the proposed concept plans will generally meet the regulatory requirements related to floodway / floodplain improvements. The initial hydraulic evaluation will likely utilize the regulatory steady state model and the more detailed site specific topographic information.
4. V3/Hitchcock shall identify green infrastructure improvement options associated with both the river corridor and the area behind the levee. V3 will attend meetings as necessary with DuPage County, Village of Lisle, adjacent property owners, and other watershed stakeholders as needed to discuss the concept plans in an effort to identify a preferred plan.
5. V3 may also coordinate pre-application meetings with the appropriate regulatory agencies to discuss the preferred concept plan in order to identify any unanticipated permitting issues that may impact the project schedule and/or design budget.

Preliminary Engineering Design and Agency Permitting

Based on selected alternative from the concept plan, V3 will prepare preliminary engineering plans and specifications for the flood control and green infrastructure improvements. These plans will contain sufficient detail for initiating, DuPage County / Village of Lisle, IDNR-OWR and Army Corps of Engineers (including KDSWCD) permitting processes. The design will show locations and details of the proposed levee and green infrastructure improvements.

1. V3 will prepare existing conditions floodway/floodplain hydraulic analyzes (FEQ and Regulatory Steady State) for the proposed project area.
2. V3 will prepare the "proposed conditions" floodway/floodplain hydraulic analyzes that represent the proposed improvements.
3. V3 will prepare Preliminary Engineering Plans and specifications suitable for review by the Village of Lisle, DuPage County, IDNR-OWR, USACE, KDSWCD and the public.
4. Based on the preliminary engineering plans, V3's senior construction estimator shall assist in the preparation of an Engineer's Opinion of Probable Construction Costs (EOPCC) that will enable DuPage County to evaluate the anticipated project cost relative to the project budget. The Preliminary Engineering Plans will also be reviewed by our construction professionals to provide constructability and value added input.
5. V3 will prepare the necessary stormwater, floodway/floodplain, wetland/waters/buffers and erosion and sediment control permit applications. Strategy for meeting schedule: Given the aggressive project schedule and grant deadlines, the permit submittals packages will be prepared concurrently with the preliminary engineering design and V3's focus will be on developing the details necessary for obtaining permit approvals.
6. V3 will attend meetings as necessary with DuPage County, watershed stakeholders, adjacent property owners and applicable regulatory agencies to develop and revise the preliminary engineering design.

Final Engineering and Construction Documents

V3 will prepare final engineering plans and construction documents for the proposed East Branch – River-Dumoulin Area project. Final engineering plans will reflect any modifications and/or additions to the preliminary engineering plans, as requested by DuPage County, watershed stakeholders, or review comments from the applicable regulatory agencies.

1. Final engineering plans and construction documents will incorporate final approved drawings and specifications to show the character and scope of work to be performed by during construction.
2. Final calculations and documentation will be provided as part of the final re-submittals to DuPage County and other regulatory agencies as needed.
3. V3 will prepare one schedule of quantities and one final engineer's opinion of probable construction costs for the proposed improvements based on the final engineering drawings and specifications.
4. V3 will attend meetings as necessary with DuPage County, the general public or other agencies to coordinate the preparation of final engineering and

construction documents and to assist in the procurement of any necessary final approvals.

Task Items to be Scheduled

- Site Tour & Kick-off Meeting
- Data Collection
- Develop Concept Plan
- Concept Plan Evaluation
- Preliminary Engineering Design
- Preliminary Green Infrastructure Design
- Agency Approvals
- Final Engineering and Construction Documents
- Construction Bidding

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract. This contract is an on-call contract with deliverables specified by County staff. These may include:

Project Deliverables

1. Wetland Delineation and Assessment Report
2. Jurisdictional Determination Request Letter
3. Soil Survey Map
4. Concept Plan (Levee & Green Infrastructure Improvements)
5. Preliminary Engineering Plans for Levee Modifications & River Enhancements
6. Preliminary Green Infrastructure Plans
7. Engineer's Opinion of Probable Construction Costs
8. Stormwater Management Permit Application
9. USACE Permit Application
10. IDNR-OWR Permit Application
11. KDSWCD Permit Application
12. IEPA Notice of Intent
13. Final Engineering Plans
14. Construction Specifications

Additional items such as the items below are not anticipated within the scope of this contract:

1. Individual Permit from the USACE. It is assumed that a Regional Permit is required for this project.
2. Levee or dam certification permits from the IDNR-OWR. It is assumed that a Floodway Construction Permit will be required for this project.
3. Survey services including Boundary, Construction Staking, Record Drawing preparation, Preliminary and Final Plats, Plats of vacation, or Plats of easement dedication.
4. Archaeological or environmental consulting services of any kind.
5. Services associated with the design of off-site roadway and utility improvements outside the limits of the subject property.
6. Traffic Impact Study or Traffic Signal design services.
7. Landscaping or irrigation design or consulting services, except for the green infrastructure components of this project.
8. Gas, electric, and telephone service design. V3 will include the location of these utilities on the Civil Engineering drawings for purposes of coordination only. The CLIENT will be responsible for coordinating with the applicable utility companies for major relocations as necessary.

9. Electrical engineering design of any kind. V3 will indicate the location of light poles and electric utilities on the civil engineering drawings for purposes of coordination with underground utilities.

EXHIBIT C

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

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

V3 COMPANIES 2015 BILLING RATE RANGES for East Branch DuPage River Resilience Project

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

Employee Classification	Wage Rate Range	x 2.80 Multiplier
Principal	\$68.85 - \$70.00	\$192.78 - \$196.00
Division Director	\$58.71 - \$70.00	\$164.39 - \$196.00
Senior Project Manager	\$46.47 - \$70.00	\$130.12 - \$196.00
Senior Estimator	\$44.80 - \$46.43	\$125.44 - \$130.00
Senior Project Engineer	\$42.56 - \$60.00	\$119.17 - \$168.00
Project Manager	\$32.79 - \$46.35	\$91.81 - \$129.78
Project Engineer I/II	\$27.28 - \$48.45	\$76.38 - \$129.78
Project Surveyor	\$26.76 - \$30.79	\$74.93 - \$86.21
Scientist III	\$30.64 - \$30.64	\$85.79 - \$85.79
Engineer III	\$32.25 - \$34.10	\$90.30 - \$95.48
Technician III	\$30.50 - \$40.00	\$85.40 - \$112.00
Engineer I/II	\$27.00 - \$31.23	\$75.60 - \$87.44
Scientist I/II	\$21.50 - \$26.54	\$60.20 - \$74.31
Technician I/II	\$11.00 - \$24.40	\$30.80 - \$68.32
Field Ecologist	\$16.10 - \$21.60	\$45.08 - \$60.48
Survey Crew (2 person)	\$56.52 - \$65.00	\$158.26 - \$182.00
Administration	\$10.25 - \$47.92	\$28.70 - \$134.18



PROCUREMENT REVIEW CHECKLIST

REQUISITION # 4613

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

REQUISITION #		CONTRACT TERM	<u>March 30, 2016</u>
DATE SUBMITTED	<u>04/08/15</u>	REQUESTING DEPT.	<u>Stormwater Management</u>
VENDOR	<u>V3 Companies of Illinois</u>	DEPT. CONTACT	<u>Sarah Hunn</u>
VENDOR PHONE #	<u>630-724-7200</u>	CONTACT PHONE #	<u>6676</u>
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	The design projects and improvements will all tie back to the April 2013 flood, as well as reflect improvement in most impacted and distressed areas with unmet recovery needs from April as identified by the U.S. Department of Housing and Urban Development (HUD). We will design both flood mitigation and resiliency strategies in these areas, including: 1. Flood Control Projects 2. Water Quality 3. Green Infrastructure 4. Flood Forecasting		
REASON FOR PROCUREMENT	<u>Design and permitting of resilient projects within the East Branch DuPage River Watershed</u>		
BACKGROUND (HISTORY)	DuPage County Stormwater Management has an interest in designing a project within DuPage County for a submittal for HUD's National Disaster Resilience Competition. As such, Stormwater Management is requesting professional engineering design & planning services.		

249,000

SOURCE OF FUNDING

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (FY & BUDGET CODE) FY15 1600-3000-53010 \$200,000 FY16
- BUDGET TRANSFER (DATE) _____
- FUNDS FOR THIS PROCUREMENT HAVE BEEN IDENTIFIED IN BUDGET LINE _____

DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE PER QUOTE # _____ (ATTACH QUOTE TABULATION)
- LOWEST RESPONSIBLE BIDDER PER BID # _____ (ATTACH BID TABULATION)
- PER COOPERATIVE PURCHASING AGREEMENT: _____ (STATE NAME OF COOPERATIVE)
- INTERGOVERNMENTAL AGREEMENT
- PUBLIC UTILITY (EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding)
- SOLE SOURCE ((ATTACH SOLE SOURCE JUSTIFICATION FORM) - EXEMPT FROM BIDDING PER DU PAGE COUNTY PURCHASING ORDINANCE, ARTICLE 4-102(3))
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding. Explain below: _____

2015 APR - 8 PM 3:05
DU PAGE COUNTY
PURCHASING

BASIS OF DECISION MEMO (ATTACH DECISION MEMO)

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) INSTEAD OF BID. MOST QUALIFIED OFFEROR PER PROPOSAL # _____ (INCLUDE EVALUATION SUMMARY WITH DECISION MEMO)
- PROFESSIONAL SERVICES EXCLUDED PER 50 ILCS 510 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)
- OTHER PROFESSIONAL SERVICES (DETAIL VETTING PROCESS ON DECISION MEMO)
- EMERGENCY PROCUREMENT AUTHORIZED BY _____ DATE _____
- REQUEST WAIVER OF COUNTY BID RULES (ONLY ALLOWABLE TO STATUATORY LIMITS)
- OTHER THAN LOWEST RESPONSIVE, RESPONSIBLE SOLICITATION # _____

Sarah Hunn	04/08/15	[REDACTED]	<u>4-8-15</u>
PREPARED BY	DATE	RECOMMENDED FOR APPROVAL	DATE
[REDACTED]	<u>4-10-15</u>	[REDACTED]	<u>4-10-15</u>
BUYER	DATE	PROCUREMENT MANAGER	DATE
[REDACTED]	<u>4-10-15</u>	[REDACTED]	<u>4-10-15</u>
CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$25,000)	DATE	STATES ATTORNEY'S OFFICE (AS REQUIRED)	DATE
[REDACTED]	<u>4-14-15</u>		
CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000)	DATE		DATE



DECISION MEMO

DOCUMENT # _____

This form is required for all Professional Service (3090) Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Requisition #		Requesting Department	Stormwater Management
Vendor	V3 Companies of Illinois	Department Contact	Sarah Hunn
Date Submitted For Review	04/08/2015	Contact Phone #	6676
Issue		(Identify action to be taken: for instance approval of new contract, renew contract, increase contract, etc.)	
DuPage County Stormwater Management has an interest in designing a project within DuPage County for a submittal for HUD's National Disaster Resilience Competition. As such, Stormwater Management is requesting professional engineering design & planning services for stormwater projects.			
Summary Explanation/Background		(Provide an executive summary of the action to provide context and clarity of underlying request for action.)	
HUD has invited DuPage County to participate in their National Disaster Resilience Competition. A project design is necessary for Phase II of this grant competition.			
Discussion		Provide rationale for the action. Why action is necessary? What is to be accomplished?	
The design projects and improvements will all tie back to the April 2013 flood, as well as reflect improvement in most impacted and distressed areas with unmet recovery needs from April as identified by the U.S. Department of Housing and Urban Development (HUD). We will design both flood mitigation and resiliency strategies in these areas, including:			
<ol style="list-style-type: none"> 1. Flood Control Projects 2. Water Quality Improvements 3. Green Infrastructure 4. Flood Forecasting 			
Source Selection/Vetting Information		(Describe method used to select source.)	
Stormwater Management has selected the consultant V3 Companies of Illinois accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance			
Options		(Itemize - there must always be at least 2 options. List other ways to accomplish request.)	
<ol style="list-style-type: none"> 1) Approve Contract with V3 Companies of Illinois to assist with engineering design & planning for submission to HUD (this contract may be reimbursable by HUD). 2) Hire additional Staff to design projects for submission to HUD. 3) Do not apply for this invitational grant with an expected value of \$20,000,000. 			
Recommendations		(Describe staff recommendation and provide reason.)	
Proceed with approving contract with V3 Companies to assist DuPage County and its municipalities with a project design for grant submission which will potential mitigate for the April 2013 event and provide resilience for future events.			
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.)	
FY2015 1600-3000-53010 \$200,000 FY2016 1600-3000-53010 \$49,000			



Required Vendor Disclosure Statement

Company Name:	V3 Companies of Illinois Ltd.		
Company Contact:	Greg Wolterstorff	Contact Phone:	(630) 724-9200
Bid/Contract/ PO:	East Branch DuPage River Resilience Project		

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

- 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 \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Donald Puchalsi	V3 Companies of Illinois Ltd.	check	250.00	04/18/14
Dan Cronin	V3 Companies of Illinois Ltd.	check	250.00	10/01/14
John Curran	V3 Companies of Illinois Ltd.	check	100.00	10/1/14

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

- 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 contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
None		

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 of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature: _____

Printed Name: Gregory V. Wolterstorff

Title: Director

Date: 04/08/15