

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## INFRASTRUCTURE COMMITTEE

**Thursday, May 3, 2018  
7:00 P.M. – Committee Room A**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. Infrastructure Committee of April 5, 2018
3. Public Participation / Presentations
4. Items for Consent
  - A. Resolution No. 18-R-0032 – Contract Award – Schroeder & Schroeder, Inc. for the 2018 Sidewalk, Curb, and Gutter Maintenance Program
  - B. Resolution No. 18-R-0033 – An Intergovernmental Agreement Between the City of West Chicago and the County of DuPage, Illinois, for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds
  - C. 2018 Asphalt Materials Procurement – DuPage County Joint Purchasing Program – Plote Construction, Inc.
  - D. Purchase of Four 2018 Ford Utility AWD Police Interceptor Vehicles – Currie Motors, Frankfort, Illinois
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
  - A. DuPage County's CH55 / Great Western Trail Extension from Sassafras Drive to Illinois Prairie Path – Use of City's Streets During Construction
  - B. ComEd's Smart LED Street Lighting Program
9. Adjournment

**Draft**

**MINUTES**

**INFRASTRUCTURE COMMITTEE**

**April 5, 2018 7:00 P.M.**

**1. Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen James Beifuss, Heather Brown, Sandra Dimas, George Garcia, Matt Garling, Alton Hallett, and Noreen Ligino-Kubinski present.

Staff present included Director of Public Works Robert Flatter and Administrative Assistant Ashley Cunningham.

**2. Approval of Minutes**

**A. Infrastructure Committee Minutes of March 1, 2018.** Alderman Garling made a motion, seconded by Alderman Brown to approve the Meeting Minutes of March 1, 2018.

**Voting Yea:** Aldermen Beifuss, Brown, Garcia, Garling, Hallett, and Ligino-Kubinski..  
**Voting Nay:** 0. **Abstaining:** Dimas.

**3. Public Participation / Presentations.** None.

**4. Items for Consent.** Alderman Beifuss requested discussion on Consent Item A. Alderman Dimas made a motion, seconded by Alderman Garcia to approve:

- B. Resolution No. 18-R-0022 - Professional Architectural Services Agreement with Matocha Associates for the 2018 Wastewater Treatment Plant Roof Replacement Project**
- C. Resolution No. 18-R-0023 - Acceptance of Public Sanitary Sewer Improvements and Release of Development Security – American Roofing, 621 W. Washington Street**

Roll call found the vote unanimous for approval. **Voting Yea:** Aldermen Beifuss, Brown, Dimas, Garcia, Garling, Hallett, and Ligino-Kubinski. **Voting Nay:** 0.

**5. Items for Discussion.**

**4.A. Ordinance No. 18-O-0015 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago.** Alderman

Beifuss noticed that there were a number of Tasers on the list to be disposed of, and he asked what was wrong with the Tasers that required them to be taken out of commission. Mr. Flatter noted that the Police Department added those to the list for disposal, and he was not sure why. Alderman Dimas shared that she spoke with Chief Uplegger about this, and he indicated that they are using a new model, and these current Tasers cannot be resold so they will be destroyed. **Alderman Dimas made a motion, seconded by Alderman Garling to approve.**

**Voting Yea: Aldermen Beifuss, Brown, Dimas, Garcia, Garling, Hallett, and Liginio-Kubinski. Voting Nay: 0.**

**5.A. 2018 Elm Road Rehabilitation Project.** Mr. Flatter explained that Elm Road is on the schedule to be resurfaced this year, so engineering plans were put together, and the project was put out for bid in February. That same month a letter was distributed to residents of Elm Road to let them know that their street would be resurfaced. Thereafter, one of the residents at the end of the street called the City, believing that he owned the property out to the middle of the road. Upon further investigation, around 1949, the neighbors granted each of themselves a 33-foot wide access easement, which is technically not a public easement or public access. As a result, the City has not awarded a contract to resurface the street because the question becomes how can City money be spent to fix a road that is not owned by the City? Working with the City attorney, the new course of action will be to meet with the property owners and encourage them to quitclaim deed the right-of-way to the City. If the residents do not all agree to do this, the City will essentially be unable to resurface the road. Alderman Hallett noted that there is a possibility of the residents asking the City to buy the property from them. Mr. Flatter stated that while that is a possibility, they will have to understand that at this point the City is willing to continue to maintain and spend roughly \$140,000.00 to fix their road if they quitclaim deed the right-of-way to the City. If they do not, it is not the responsibility of the City to maintain or resurface their road.

**5.B. 2018 Wastewater Treatment Plant SCADA System Improvement Project.** The Supervisory Control and Data Acquisition (SCADA) system at the City's Wastewater Treatment Plant (WWTP) needs to be replaced; the current system dates back to 1995 and still runs on Windows XP. In 2013 the City went through a similar process to replace the SCADA system for all of the sanitary lift stations. After going out to bid for that project, it was found that there were not many contractors bidding on this type of project. The bid received was significantly over budget, so the City worked with the design engineer on a design-build process and saved a substantial amount on that project. For the 2018 Wastewater Treatment Plant SCADA System Improvement Project, the City requested and obtained a design-build proposal from CH2M/OMI (the City's contractor that operates and maintains the WWTP) to upgrade the WWTP's SCADA system. CH2M/OMI submitted a cost proposal of \$1,163,290.00. Staff subsequently approached Donohue & Associates, Inc. (Donohue), and requested a cost proposal. Donohue submitted a not to exceed design-build services cost proposal of \$671,000.00. Donohue has previously worked for the City, is familiar with the City's WWTP, and has assisted CH2M/OMI with SCADA system modifications and troubleshooting in the past. Utilizing Donohue to design-build this project will not only expedite implementation by eliminating the time required



to seek bid proposals, it will also save the City approximately \$50,000.00 in engineering construction oversight services. An additional \$492,290.00 savings is realized when compared to CH2M/OMI's proposal (a large portion of the savings resulting from Donohue electing to not markup direct costs on equipment and materials used to build the SCADA system). Mr. Flatter explained that he is seeking direction from the Committee on whether they would be agreeable to a design-build contract with Donohue & Associates, or if they would prefer the engineering design be done by a firm such as Donohue and then put out for bid. Alderman Dimas expressed her support of a design-build contract with Donohue to take advantage of the significant cost savings. Alderman Beifuss inquired if staff believes there could be additional costs outside of what Donohue has outlined, and Mr. Flatter confirmed that City staff does not believe that to be the case. Mr. Flatter thinks the City may even spend less than the Contract amount with the assumption that the existing conduit runs can be utilized for the new fiber optic cable. Alderman Beifuss asked what kind of warranty will be included. Mr. Flatter explained that there will be a one year warranty on parts and labor. The software will have to be under a maintenance agreement to keep it updated and provide tech support, a cost which is not included in this proposal price. Alderman Garling asked what makes staff believe that Donohue's proposal is better than that of CH2M/OMI's when CH2M/OMI is there operating the WWTP on a daily basis and there is a price difference of roughly \$500,000.00. Mr. Flatter noted that CH2M/OMI has worked with Donohue in the past and is fully supportive of bringing Donohue on board. Some of the price difference Mr. Flatter attributes to the fact that Donohue has offices here in Springfield and Chicago, while CH2M/OMI has most of its staff in Colorado and the east coast, so bringing them here to work on the Project would add a lot of cost for housing and transportation while they work. There was a consensus by the Committee to move forward on a contract with Donohue & Associates to be presented to City Council on April 16, 2018, for approval.

**6. Unfinished Business.** None.

**7. New Business.** None.

**8. Reports from Staff.** None.

**9. Adjournment.** At 7:37 P.M., Alderman Dimas made a motion to adjourn, seconded by Alderman Hallett. Motion was unanimously approved by voice vote.

Respectfully submitted,

Ashley Cunningham  
Administrative Assistant of Public Works

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0032 - Contract Award – Schroeder & Schroeder, Inc. for the 2018 Sidewalk, Curb, and Gutter Maintenance Program

**AGENDA ITEM NUMBER:**

4.A.

**COMMITTEE AGENDA DATE:** May 3, 2018

**COUNCIL AGENDA DATE:** May 21, 2018

**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

For 2018, the City's annual Sidewalk Maintenance Program and its Curb and Gutter Maintenance Program were combined into a single maintenance program. The 2018 Sidewalk, Curb, and Gutter Maintenance Program will consist of approximately 12,500 square feet of concrete sidewalk removal and replacement at approximately 208 locations throughout the City, and removal and replacement of approximately 450 lineal feet of combination concrete curb and gutter at various locations. This year's program focuses on completing condition #4 hazard areas as determined from the City's 2013 Sidewalk Evaluation Report (i.e., utilizing a scale of 1 thru 4, with condition #4 being the worst condition), along with restoration of curbs, sidewalks, and driveways removed as a result of utility digs during the past year, and replacement of any serious sidewalk hazard recently brought to our attention.

Plans and bid specifications were prepared by Thomas Engineering Group, LLC (TEG), and the 2018 Sidewalk, Curb, and Gutter Maintenance Program was advertised in the Daily Herald on April 3, 2018, and bids were opened on April 24, 2018. There were six plan holders and the City received four bids. Schroeder & Schroeder, Inc. (Schroeder) of Skokie, Illinois, submitted the lowest bid of \$121,838.75. D'Land Construction, LLC of Algonquin, Illinois, submitted the second lowest bid of \$155,000.00. TEG's engineer's estimate of probable cost was \$164,892.50 (see attached bid tabulation sheets for additional clarification).

TEG called several of Schroeder's project references and spoke directly with representatives from the Village of Glenview, Village of Schaumburg, and the City of Rolling Meadows. All three municipalities provided satisfactory references for Schroeder. In addition, Schroeder was awarded the City's 2015 Sidewalk Maintenance Program and performed satisfactorily. Schroeder is registered by the Illinois Department of Transportation as a prequalified contractor.

Staff recommends that a contract be awarded to Schroeder & Schroeder, Inc. of Skokie, Illinois, for services related to the 2018 Sidewalk, Curb, and Gutter Maintenance Program, for an amount not to exceed \$121,838.75.

This year's program will be paid for using Capital Project Funds in which \$160,000.00 has been budgeted for the combined Sidewalk, Curb, and Gutter Maintenance Program (08-34-53-4863).

**CITY OF WEST CHICAGO**

**ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0032 authorizing the Mayor to execute a Contract with Schroeder & Schroeder, Inc. of Skokie, Illinois, in an amount not to exceed \$121,838.75 for the 2018 Sidewalk, Curb, and Gutter Maintenance Program.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 18-R-0032**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT AGREEMENT WITH SCHROEDER & SCHROEDER, INC. FOR  
SERVICES RELATED TO THE 2018 SIDEWALK, CURB, AND GUTTER  
MAINTENANCE PROGRAM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Services related to the 2018 Sidewalk, Curb, and Gutter Maintenance Program between the City of West Chicago and Schroeder & Schroeder, Inc., for an amount not to exceed \$121,838.75, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 21<sup>st</sup> day of May, 2018.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

2018 Sidewalk, Curb, and Gutter Maintenance Program Bid Opening: April 24, 2018 @ 10:30 A.M.				Engineer's Estimate		Schroeder & Schroeder, Inc. 7306 Central park Skokie IL 60076		Alliance Contractors, Inc. 1166 Lake Avenue Woodstock IL 60098		D'Land Construction, LLC 1300 Chase Street Algonquin, IL 60102		Lorusso Cement Contractors, Inc. 1090 Carolina Drive West Chicago, IL 60185	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	EST. UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL
1	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	20	\$88.00	\$1,760.00	\$65.00	\$1,300.00	\$135.00	\$2,700.00	\$125.00	\$2,500.00	\$80.00	\$1,600.00
2	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (4")	SY	40	\$60.00	\$2,400.00	\$45.00	\$1,800.00	\$100.00	\$4,000.00	\$125.00	\$5,000.00	\$60.00	\$2,400.00
3	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5'- 6")	SF	12,245	\$9.50	\$116,327.50	\$6.75	\$82,653.75	\$10.65	\$130,409.25	\$8.00	\$97,960.00	\$10.25	\$125,511.25
4	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")	SF	300	\$15.00	\$4,500.00	\$7.25	\$2,175.00	\$14.50	\$4,350.00	\$9.00	\$2,700.00	\$11.00	\$3,300.00
5	CONCRETE CURB, TYPE B (SPECIAL)	FOOT	30	\$45.00	\$1,350.00	\$25.00	\$750.00	\$37.50	\$1,125.00	\$38.00	\$1,140.00	\$30.00	\$900.00
6	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	FOOT	410	\$35.00	\$14,350.00	\$22.00	\$9,020.00	\$55.50	\$22,755.00	\$38.00	\$15,580.00	\$38.00	\$15,580.00
7	REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5	FOOT	350	\$6.32	\$2,212.00	\$2.00	\$700.00	\$1.75	\$612.50	\$5.00	\$1,750.00	\$4.00	\$1,400.00
8	DETECTABLE WARNING FIELDS	SF	330	\$32.00	\$10,560.00	\$35.00	\$11,550.00	\$25.00	\$8,250.00	\$30.00	\$9,900.00	\$35.00	\$11,550.00
9	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	300	\$5.70	\$1,710.00	\$4.00	\$1,200.00	\$10.00	\$3,000.00	\$15.00	\$4,500.00	\$7.00	\$2,100.00
10	AGGREGATE BASE COURSE, TYPE B, 2-INCH	SY	250	\$4.30	\$1,075.00	\$2.00	\$500.00	\$5.00	\$1,250.00	\$10.00	\$2,500.00	\$6.00	\$1,500.00
11	TREE ROOT PRUNING	EACH	20	\$155.00	\$3,100.00	\$100.00	\$2,000.00	\$375.00	\$7,500.00	\$185.00	\$3,700.00	\$150.00	\$3,000.00
12	VV, MH, INLET, CB TO BE ADJUSTED	EACH	4	\$500.00	\$2,000.00	\$350.00	\$1,400.00	\$300.00	\$1,200.00	\$500.00	\$2,000.00	\$350.00	\$1,400.00
13	SIDEWALK REMOVAL (NOT REPLACED)	SF	124	\$2.50	\$310.00	\$5.00	\$620.00	\$3.90	\$483.60	\$5.00	\$620.00	\$3.00	\$372.00
14	TOPSOIL, FURNISH AND PLACE, 4"	SY	14	\$25.00	\$350.00	\$10.00	\$140.00	\$11.80	\$165.20	\$20.00	\$280.00	\$30.00	\$420.00
15	SODDING, SALT TOLERANT	SY	14	\$25.00	\$350.00	\$50.00	\$700.00	\$33.50	\$469.00	\$20.00	\$280.00	\$30.00	\$420.00
16	PAVEMENT MARKING REMOVAL	SF	76	\$5.00	\$380.00	\$5.00	\$380.00	\$4.40	\$334.40	\$10.00	\$760.00	\$9.00	\$684.00
17	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	150	\$3.00	\$450.00	\$10.00	\$1,500.00	\$9.40	\$1,410.00	\$12.00	\$1,800.00	\$3.00	\$450.00
18	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	54	\$7.00	\$378.00	\$15.00	\$810.00	\$14.55	\$785.70	\$15.00	\$810.00	\$6.00	\$324.00
19	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	42	\$15.00	\$630.00	\$20.00	\$840.00	\$25.85	\$1,085.70	\$20.00	\$840.00	\$12.00	\$504.00
20	REMOVE AND REPLACE DRIVEWAY BRICK PAVERS	SY	20	\$35.00	\$700.00	\$90.00	\$1,800.00	\$155.00	\$3,100.00	\$19.00	\$380.00	\$126.00	\$2,520.00
As Calculated:					\$164,892.50		\$121,838.75		\$194,985.35		\$155,000.00		\$175,935.25
As Read:							\$121,838.75		\$194,985.35		\$155,000.00		\$175,935.25



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 18-R-0033 – An Intergovernmental Agreement Between the City of West Chicago and the County of DuPage, Illinois, for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds

**AGENDA ITEM NUMBER:** 4.B.**COMMITTEE AGENDA DATE:** May 3, 2018**COUNCIL AGENDA DATE:** May 7, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_

In 1972 the United States Congress adopted the Clean Water Act as a comprehensive effort to improve water quality throughout the nation through a series of federally mandated programs. The National Pollutant Discharge Elimination System (NPDES) Phase II Storm Water program is one such mandate and requires permit coverage for storm water discharges from certain regulated small municipal separate storm sewer systems (commonly referred to as MS4). All municipalities in DuPage County along with the County of DuPage are required to apply for and maintain a NPDES Phase II storm water permit. The General NPDES Permit No. ILR40 authorizes discharges from MS4s, requires development, implementation, and enforcement to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*).

The MS4 storm water program requires applicants to submit an application or Notice of Intent (NOI) to the Illinois Environmental Protection Agency (IEPA) along with a storm water management plan that identifies: the best management practices (BMPs) and measurable goals for the six minimum control measures; a timetable for implementation; and the person(s) responsible for implementation. The six minimum control measures that need to be addressed by the permit applicants are:

1. Public Education and Outreach on Storm Water Impact
2. Public Involvement/Participation
3. Illicit Discharge Detection and Elimination (IDDE)
4. Construction Site Storm Water Runoff Control
5. Post Construction Storm Water in New Development and Redevelopment
6. Pollution Prevention/Good Housekeeping for Municipal Operations

West Chicago's first Illinois MS4 NOI was submitted to the IEPA March 2003 for coverage under ILR40, with renewals submitted June 2008 and June 2013. The current MS4 ILR40 permit expires May 31, 2018.

Since 2003, having realized that the NPDES allows municipalities to identify "local qualifying programs" as a mechanism to meet the Phase II permitting requirements, and realizing that a Countywide general permit has the benefits of reducing duplication of efforts and costs associated with program development and implementation, under Resolution No. 03-R-0004, the City has co-permitted or partnered with DuPage County for compliance with several of the minimum control measures, mainly Public Education and Outreach on Storm Water Impact Public Involvement/Participation. However, each municipality still had to submit its own NOI, obtain its own ILR40 permit, submit its own annual maintenance and monitoring report, and pay the annual \$1,000.00 permit fee.

Recently DuPage County has received approval to formally submit a Countywide NOI. Under the Countywide ILR40 permit, DuPage County will submit the NOI and obtain the ILR40 permit; DuPage County will take the lead

## CITY OF WEST CHICAGO

on all six minimum control measures, will submit a Countywide annual maintenance and monitoring report, and will pay the annual permit fee. In return, the City will be required to execute an Intergovernmental Agreement (IGA) with DuPage County for the implementation of the NPDES program. There will be no cost to the City, unless the City specifically requests the use of County-owned equipment, machinery, and/or County-employed personnel.

The attached IGA identifies both County and City responsibilities, and provides County rates for use of County-owned equipment, machinery, and/or County-employed personnel. Besides assisting DuPage County and sharing information, it will remain the City's responsibility to conduct private development erosion control inspections, send personnel for appropriate training, and exercise good housekeeping methods of its facilities.

### **ACTIONS PROPOSED:**

Approve Resolution No. 18-R-0033 authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for the implementation of the National Pollution Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds.

### **COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 18-R-0033**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF  
DUPAGE, ILLINOIS, FOR THE IMPLEMENTATION OF THE NATIONAL  
POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN THE  
WEST BRANCH DUPAGE RIVER AND FOX RIVER WATERSHEDS**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute an Intergovernmental Agreement with the County of DuPage, Illinois, for the implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 7<sup>th</sup> day of May, 2018.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**THE CITY OF WEST CHICAGO**  
**AND THE COUNTY OF DUPAGE, ILLINOIS**  
**FOR THE IMPLEMENTATION OF THE**  
**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN**  
**THE WEST BRANCH DUPAGE RIVER AND FOX RIVER WATERSHEDS**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2018 between the City of West Chicago of DuPage County (hereinafter referred to as the "Municipality") a body corporate and politic, with offices at 475 Main Street, West Chicago, IL 60185 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

**RECITALS**

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

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

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

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

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

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

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



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

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

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

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

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

**1.0 INCORPORATION AND CONSTRUCTION.**

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

**2.0 PURPOSE OF AGREEMENT**

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

**3.0 COUNTY RIGHTS AND RESPONSIBILITIES.**

- 3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.
- 3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task

under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

- 3.3 The County shall be responsible for including documentation related to the County's performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.
- 3.4 The Municipality may submit written requests ("work requests") to the Director of Stormwater Management ("Director"), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively "County assets").
- 3.5 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County's use of County assets for the County's own work. For the purpose of this provision, the term "County's own work" shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County's failure or inability to provide County assets as requested, or the County's decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.
- 3.6 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.5 above, in relation to County assets.
- 3.7 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

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

#### **4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES**

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

#### **5.0 MUTUAL OBLIGATIONS**

- 5.1** The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.
- 5.2** In the event either party (first party) is requested or required to provide the other party (second party) with the first party's consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

#### **6.0 COMPENSATION**

- 6.1** For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County assets delivered to the designated work site. Invoiced amounts shall be in accordance with the County's schedule of fees and hourly rates incorporated hereto as Exhibits C and D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).
- 6.2** The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County's services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.
- 6.3** The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with

60 days' notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

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

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

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

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

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

## **7.0 INDEMNIFICATION AND INSURANCE**

**7.1** Each party (as the "Indemnitor") shall indemnify and hold harmless the other party, its officials, officers and employees (the "Indemnatee Class") from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor's negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

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

**7.3** The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The



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

## **8.0 MISCELLANEOUS TERMS**

- 8.1** This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.
- 8.2** This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 8.3** This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
- 8.4** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 8.5** Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.
- 8.6** There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 8.7** In the event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.
- 8.8** Any required notice shall be sent to the following addresses and parties:

City of West Chicago  
Public Works  
475 Main Street  
West Chicago, IL 60185  
Attn: Director of Public Works

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

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

## **9.0 NOTICES REQUIRED UNDER THIS AGREEMENT**

- 9.1** All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

City of West Chicago  
Public Works Department  
Attn: Director of Public Works  
475 Main Street  
West Chicago, IL 60185  
Email: [RFlutter@westchicago.org](mailto:RFlutter@westchicago.org)

Notices served upon the County shall be directed to:

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

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

## **10.0 TERM OF AGREEMENT**

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

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

## **11.0 SEVERABILITY**

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

## **12.0 GOVERNING LAW**

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

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

BY: \_\_\_\_\_  
Ruben Pineda  
Mayor  
City of West Chicago

ATTEST BY: \_\_\_\_\_  
Nancy Smith  
City Clerk

BY: \_\_\_\_\_  
Daniel Cronin  
Chairman  
DuPage County Board

ATTEST BY: \_\_\_\_\_  
Paul Hinds  
County Clerk

**Exhibit A**  
**Scope of Work**  
**County Tasks**

**Public Education and Outreach on Storm Water Impact**

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

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

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

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

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

**Public Involvement/ Participation**

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

The County will support training initiatives throughout each watershed for the purpose of



engaging local residents, organizations, and government agencies in pollution reduction practices and volunteer opportunities.

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

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

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

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

#### **Illicit Discharge Detection and Elimination ("IDDE")**

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

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

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

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

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

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

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

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

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

### **Construction Site Storm Water Runoff Control**

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

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

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

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

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

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

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

### **Monitoring**

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

### **Annual Reporting**

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

**Exhibit B**  
**Municipal Tasks**  
**Scope of Work**

**Public Education and Outreach on Storm Water Impact**

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

**Public Involvement / Participation**

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

**Illicit Discharge Detection and Elimination**

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

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

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

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

The Municipality shall grant the County access to all Municipality -owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the



Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

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

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

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

#### **Construction Site Storm Water Runoff Control**

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

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

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

#### **Pollution prevention/ good housekeeping for municipal operations**

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

#### **Monitoring**

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

### **Reporting**

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

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

**Exhibit C**  
**Hourly Rates**

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

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

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

Crew Leader \$45/ hour  
 Senior Maintenance Worker \$40/ hour  
 Maintenance Worker \$35/hour

**Exhibit D**  
**Standard Rates**

Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

2018 Asphalt Materials Procurement – DuPage County  
Joint Purchasing Program - Plote Construction, Inc.

**AGENDA ITEM NUMBER:** 4.C.**COMMITTEE AGENDA DATE:** May 3, 2018**COUNCIL AGENDA DATE:** May 7, 2018**STAFF REVIEW:** Timothy R. Wilcox, Assistant Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

For over 30 years the City has utilized the DuPage County Joint Purchasing Program for the procurement of asphalt materials. DuPage County has a Joint Purchasing Program similar to the State of Illinois Joint Purchasing Program where annually it solicits bids for materials by way of public bid and then allows municipalities to take advantage of the competitively bid unit prices.

Staff has been advised that Plote Construction, Inc. (Plote) was awarded a contract for Asphalt Materials, both Surface and Binder Course, along with additional Group IV Bituminous Paving Materials such as asphalt emulsion (primer), effective April 1, 2018 and expiring March 31, 2019. Plote has agreed to extend its bid to other taxing bodies in DuPage County through the Joint Purchasing Program. Public Works staff will be able to pick up hot mix asphalt (HMA) material as needed from the plant located on Washington Street, near Illinois Route 38, in West Chicago, IL.

The City uses HMA to repair street openings from water and sewer excavations, for pothole patching, repair of surface imperfections through grinding and patching, and overlayment of sections of streets where the surface is deteriorated and the street is not scheduled for contractual reconstruction or resurfacing. For FY 2018, staff anticipates using approximately 750 tons of surface mix, approximately 50 tons of binder mix and approximately 35 gallons of primer. Material cost varies from \$47.00 to \$53.00 per ton depending on the type of HMA required. Primer is \$38.00 per 5 gallon pail. The amount of \$46,000 has been budgeted in the Capital Projects Fund for the purchase of HMA asphalt and street patch materials.

Staff recommends using the DuPage County Joint Purchasing Program for the procurement of Asphalt Materials from Plote Construction, Inc.

A copy of the DuPage County bid awarded to Plote Construction, Inc. is attached for your consideration.

**ACTIONS PROPOSED:**

Authorize the purchase of HMA Asphalt Materials, as needed, from Plote Construction, Inc. for an amount not to exceed \$46,000.00, through the DuPage County Joint Purchasing Program.

**CITY OF WEST CHICAGO**

**COMMITTEE RECOMMENDATION:**



**DuPage County Illinois**  
421 N. County Farm Road  
Wheaton, IL 60187-3978

DATE: 04/01/2018

TO 11199  
PLOTE CONSTRUCTION INC  
1100 BRANDT DR  
HOFFMAN ESTATES IL 60192

DAVE VERDICO  
847/695-9300

**PURCHASE ORDER #: 3122-0001 SERV**

Please include this Purchase Order Number on all invoices, shipping papers, packages and correspondence. Failure to comply may result in delayed payment of invoices. Current Terms and Conditions are located at [www.dupageco.org](http://www.dupageco.org).

Reference #	
Effective Date	04/01/2018
Expiration Date	03/31/2019
Last Invoice Allowed Date	00/00/00
Lifetime Max Amount	\$20,000.00

Vendor Agreement Reference:
PW PLOTE CONSTRUCTION INC
Vendor Agreement Description:
BITUMINOUS PAVING MATERIALS

TERMS			SHIP VIA		UNIT PRICE	AGREEMENT MAX QTY	AGREEMENT MAX AMOUNT
SHIP TERMS			Best Way				
FRT TERMS			FOB Destination				
LINE	QUANTITY	UOM	ITEM DESCRIPTION				
			CONTRACT PURCHASE ORDER FOR BITUMINOUS PAVING MATERIALS FOR PUBLIC WORKS AND FACILITIES MANAGEMENT FOR THE PERIOD APRIL 2018 THROUGH MARCH 31, 2019 PER BID 18-050-GV.				
1	0		BITUMINOUS PAVING MATERIALS		\$5,000.00	0.00	\$5,000.00
2	0		BITUMINOUS PAVING MATERIALS		\$15,000.00	0.00	\$15,000.00

Phone: 630-407-6180  
Email: [Glenda.Vasak@DuPageCo.Org](mailto:Glenda.Vasak@DuPageCo.Org)

*James T. Williams*  
Procurement Officer



## Procurement Review Checklist

### Procurement Services Division

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

Date: Mar 5, 2018

MinuteTraq (IQM2) ID #: 12178

3122

<b>Vendor:</b> Plote Construction, Inc.	<b>Vendor #:</b> 11199	<b>Contract Term:</b> April 1, 2018 through March 31, 2019	<b>Contract Total:</b> \$20,000.00
<b>Dept:</b> Public Works	<b>Contact:</b> Dwane Kozak	<b>Phone:</b> 630-985-7400	<b>Assigned Committee:</b> Public Works
<b>Description of Procurement/ Scope of Work/ Background</b>	Purchase of bituminous paving materials for the Public Works and Facilities Management Departments for the Northwest region of the County for a 1-year period from 4/1/18 through 3/31/19 per Bid #18-050-GV in the amount of \$20,000.		
<b>Reason for Procurement</b>	Asphalt material is needed for driveway and roadway repairs after sewer and water main jobs. The County award takes into consideration material units costs, average travel distance and travel times to and from potential job sites. Based on these factors, Plote Construction, Inc. has been determined to be the lowest responsible bidder for the Northwest portion of the County per Bid #18-050-GV.		
<b>FUNDING SOURCE</b>			

☒ Procurement budgeted for (FY and budget code(s)): 2000-2665-52270 / 1000-1100-52270

☐ Budget Transfer (Date) \_\_\_\_\_ Add'l Information \_\_\_\_\_

#### DECISION MEMO NOT REQUIRED

☒ LOWEST RESPONSIBLE QUOTE # or BID # 18-050-GV (QUOTE < \$25,000; BID ≥ \$25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # \_\_\_\_\_ ☐ Intergovernmental Agreement

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

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

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

\_\_\_\_\_

#### DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # \_\_\_\_\_ (Include Evaluation Summary if applicable)

☐ RENEWAL OF RFP # \_\_\_\_\_

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

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

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

☐ OTHER THAN LOWEST RESPONSIBLE, BID # \_\_\_\_\_

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

<i>nmk</i>	3/7/2018	<i>nmk</i>	3/7/2018		
Prepared By	Date	Recommended for Approval	Date	IT Approval, if required	Date

#### REVIEWED BY (Initials Only)

<i>BN</i>	3/7/18	<i>gm</i>	
Buyer	Date	Procurement Officer	Date
<i>J.P.R.</i>	3-9-18		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date

APPROVED

MAR 20 2018





**COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
BID TABULATION ADVISE**

**BID #18-050-GV  
BITUMINOUS PAVING MATERIALS  
BID OPENING DATE: FEBRUARY 27, 2018  
1:00 P.M.**

<b>RESPONSIBLE BIDS:</b>	<b>TOTAL BID AMOUNT</b>
GENEVA CONSTRUCTION CO/ SUPERIOR ASPHALT MATERIALS, LLC	\$139,045.00**
PLOTE CONSTRUCTION, INC	\$115,570.00**
DU-KANE ASPHALT COMPANY	\$119,390.00**
DUPAGE MATERIALS CO, LLC	\$126,517.50**
K-FIVE HODGKINS, LLC	\$128,222.50**
CHICAGO MATERIALS CORP	\$132,312.50**
ROUTE 66 ASPHALT CO	\$136,357.50**

**\*CORRECTED TOTAL**

**\*\*DID NOT BID ALL ITEMS**

**NON-RESPONSIBLE BIDS:**

**NO BID RESPONSES:**

**BID OPENING ATTENDED BY:**

**Glenda Vasak, DuPage County Buyer  
Catlyn Hicks, Division Assistant**

<b>INVITATIONS SENT:</b>	<b>19</b>	<b>POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:</b>	<b>9</b>	<b>TOTAL BID RESPONSES RECEIVED:</b>	<b>7</b>
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**Purchase Requisition**  
**Procurement Services Division**

3122

Date: Mar 5, 2018  
MinuteTraq (IQM2) ID #: 12178  
Department Req #: 18213021  
RFP, Bid or Quote #:

Send Purchase Order To:				Send Invoices To:			
Vendor: Plote Construction		Vendor #:		Dept: DuPage County Public Works		Division:	
Attn: Dave Verdico		Email:		Attn: Accounts Payable		Email: pwaccounts payable@dupageco.org	
Address: 1100 Brandt Drive				Address: 7900 S. Route 53		Room:	
City: Hoffman Estates		State: IL Zip: 60192		City: Woodridge		State: IL Zip: 60517	
Phone: 847-695-9300		Fax: 847-695-9317		Phone: 630-985-7400		Fax: 630-985-4802	
Send Payments To:				Ship To:			
Vendor: SAME		Vendor #:		Dept: SAME		Division:	
Attn:		Email:		Attn:		Email:	
Address:				Address:		Room:	
City:		State: IL Zip:		City:		State: IL Zip:	
Phone:		Fax:		Phone:		Fax:	
Payment Terms		F.O.B.		PO 20 Delivery Date		Requisitioner	
PER 50 ILCS 505/1		Destination				Amy Arlowe	
Use for PO25 only		Contract Administrator		Contract Start Date		Contract End Date	
		Amy Arlowe		Apr 1, 2018		Mar 31, 2019	
						Use for PO25 only	

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Dept #	Acctg Unit	Acct #	Sub-Accts and/or Activity #	Unit Price	Extension
1	1	EA		Bituminous paving materials for Public Works and Facilities Management for a 1-year period from 4/1/18 through 3/31/19 per Bid #18-050-GV		2000	2665	52270		5,000.00	5,000.00
2	1	EA				1000	1100	52270		15,000.00	15,000.00
										Requisition Total	\$ 20,000.00

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):

# COUNTY OF DU PAGE, ILLINOIS



## Required Vendor Ethics Disclosure Statement

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

Date: 2/27/18

Bid/Contract/PO #:

Company Name: <b>Plote Construction Inc.</b>	Company Contact: <b>Dave Verdico</b>
Contact Phone: <b>847-695-9300</b>	Contact Email: <b>bids@plote.com</b>

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 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**

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x	<b>NONE</b>				
x					

- 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**

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x	<b>NONE</b>		
x			

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

*William T. Madden*

Printed Name

William T. Madden

Title

Asst. Secretary

Date

2/27/18

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

**COUNTY OF DU PAGE, ILLINOIS**

**BID FORM  
PROCUREMENT SERVICES DIVISION  
BID #18-050-GV**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Plote Construction Inc.
Main Business Address	1100 Brandt Drive
City, State, Zip Code	Hoffman Estates, IL 60192
Telephone Number	847-695-9300
Fax Number	847-695-9317
Bid Contact Person	Dave Verdico
Email Address	dverdico@plote.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor      ☐ a Member of the Partnership      ☒ an Officer of the Corporation      ☐ a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Daniel R. Plote</u> (President or Partner)	<u>(Vice-President or Partner)</u>
<u>Janice R. Plote</u> (Secretary or Partner)	<u>Janice R. Plote</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotaing or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.



# **COUNTY OF DU PAGE, ILLINOIS**

**Vendors with multiple locations must provide an address, contact and phone number for each yard, where indicated.**

Items	Delivery	Unit	Quantity	Unit Price	Total
<b>Plant Location</b>					
HMA Surface Course, Mix D, N70	FOB PLANT	TON	100	\$ 53.00	\$ 5300.00
HMA Surface Course, Mix D, N50	FOB PLANT	TON	1100	\$ 53.00	\$ 58300.00
HMA Binder Course, IL-19, N70	FOB PLANT	TON	100	\$ 47.00	\$ 4700.00
HMA Binder Course, IL-19, N50	FOB PLANT	TON	900	\$ 47.00	\$ 42300.00
Polymerized HMA Surface Course, Mix E, N70	FOB PLANT	TON	30	\$ 100.00	\$ 3000.00
Driveway/Private Mix*	FOB PLANT	TON	30	\$ 53.00	\$ 1590.00
SS-1 Asphalt Emulsion	FOB PLANT	5 GAL PAILS	10 PAILS	\$ 38.00	\$ 380.00
58-28 Liquid Asphalt	FOB PLANT	5 GAL PAILS	30 PAILS	No BID	\$
SMP Cold Patch (See Attached Specifications)	FOB PLANT	TON	100	No BID	\$
Dumping of Asphalt Grindings and Clean Concrete **	FOB PLANT	TON	400	N/C	\$
Dumping of Broken Asphalt	FOB PLANT	TON	400	N/C	\$
Total:					\$ 115,670.00

\*CONTRACTOR SHALL INCLUDE WITH THEIR BID, DESIGN SHEETS INDICATING THE COMPOSITION OF THEIR PRIVATE/DRIVEWAY\* MIXES. THESE MIXES ARE FOR PRIVATE USE AND DRIVEWAYS AND DO NOT MEET IDOT SPECIFICATIONS.

\*\*CONTRACTOR SHALL INCLUDE WITH THEIR BID, A COPY OF ANY/ALL AGREEMENTS, WAIVERS, DISCLAIMERS, ETC., REQUIRED TO BE COMPLETED, WHEN DUMPING ASPHALT GRINDINGS AND CLEAN CONCRETE.

PLANT LOCATION	
<b>ADDRESS:</b>	1555 W. Washington, West Chicago, IL
<b>CONTACT:</b>	Tom Murphy
<b>PHONE NUMBER:</b>	630-293-5570
PLANT LOCATION	
<b>ADDRESS:</b>	2200 Graham St, Bartlett, IL
<b>CONTACT:</b>	Dan Meteja
<b>PHONE NUMBER:</b>	630-289-6080

**COUNTY OF DU PAGE, ILLINOIS**

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment; supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

**BID AWARD CRITERIA:**

Purchase orders for road materials are typically awarded to multiple vendors by multiple departments. The amount of the purchase order awarded to each vendor, as well as the decision to use a certain vendor on a given day considers the following primary factors.

- Material Cost
- Distance From Plant To Job Site
- Material Availability
- Travel Time From Plant To Job Site

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (See Preparation of Bids Section)

**TOTAL BID AMOUNT: \$ 115,570.00**  
Total (in figures)

ONE HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED SEVENTY Dollars and Zero Cents.  
(Print or Type)

**X** William T. Madden  
(Signature and Title) William T. Madden, Asst. Secretary

**CORPORATE SEAL**  
(If available)

**BID MUST BE SIGNED AND NOTARIZED  
FOR CONSIDERATION**

Subscribed and sworn to before me this 27th day of February AD, 2018

Anna Maria Kushlakus My Commission Expires: 10-19-21  
(Notary Public)





## DuPage County Procurement Services Division

Department of Finance  
421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978  
Phone: (630) 407-6190 Fax: (630) 407-6201  
Email: glenda.vasak@dupageco.org

### CONTRACT AGREEMENT

CONTRACT #3122 between

**PLOTE CONSTRUCTION, INC and the COUNTY OF DU PAGE**

THIS AGREEMENT is entered this 21st day of March, 2018, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Plote Construction, Inc *licensed to do business in the State of Illinois*, located at 1100 Brandt Drive, Hoffman Estates, IL 60192 (hereinafter referred to as the CONTRACTOR).

### RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid #18-150-GV for its Public Works Department, located at the DuPage County Public Works, 7900 S. Route 53, Woodridge, IL 60517; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

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

#### 1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Bid Invitation
- 1.1.b Project Information
- 1.1.c Instructions to Bidders
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the documents control from top to bottom; i.e., "a" controls over "b".

#### 2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one (1) year period.

2.2 The Contract term is subject to renewal according to the Bid Invitation Specifications.

2.3 In no event, shall the term plus renewals exceed four (4) years.

#### 3.0 TERMINATION

3.1 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 Vendor's Insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 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.

3.3 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, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and/or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by mutual agreement.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the State Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

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

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

COUNTY OF DU PAGE, ILLINOIS

By: Jim McGuire  
JIM MCGUIRE  
PROCUREMENT OFFICER

3-23-2018

DATE

PLOTE CONSTRUCTION, INC

By: Dave Verdico  
AUTHORIZED SIGNATURE

Dave Verdico, Asphalt Manager

TITLE

3/23/18

DATE



# COUNTY OF DU PAGE, ILLINOIS

<b>Form W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Plote Construction Inc.</b>		
2 Business name/disregarded entity name, if different from above _____		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=Partnership) _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
<input type="checkbox"/> Other (see instructions) _____		
4 Address (number, street, and apt. or suite no.) See instructions. <b>1100 Brandt Drive</b>		5 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 8) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applicable to nonresident aliens only)
6 City, state, and ZIP code <b>Hoffman Estates, IL 60192</b>		Requester's name and address (optional) _____
7 List account number(s) here (optional) _____		
<b>Part I Taxpayer Identification Number (TIN)</b>		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.		
Social security number _____ - _____ - _____ or Employer identification number 3 6 - 2 8 1 4 4 9 2		
<b>Part II Certification</b>		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here Signature of U.S. person _____	Date <b>2/27/18</b>	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .		
<b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by broker) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

Col. No. 10231X

Form W-9 (Rev. 11-2017)

Please submit completed W-9 form with your bid proposal



Daniel J. Cronin  
County Board Chairman

## DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201  
General Email: [purchasing@dupageco.org](mailto:purchasing@dupageco.org)

### NOTICE OF AWARD

March 21, 2018

Dave Verdico  
Plote construction  
1100 Brandt Dr  
Hoffman Estates, IL 60192

Dear Mr. Verdico:

**SUBJECT: 18-050-GV BITUMINOUS PAVING MATERIALS-PW**

The Owner has considered the Proposal submitted by you for the above-described project in response to its Invitation to Bid dated 2/27/18.

You are hereby notified that your Bid Proposal has been accepted in the amount of \$20,000.00.

As stated in the Instruction to Bidders, you are required to execute and return the attached Agreement within 10 (10) calendar days from the date of this Notice. Otherwise, Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to acknowledge copy of this NOTICE OF AWARD to the Owner.

**DU PAGE COUNTY, ILLINOIS**

Glenda Vasak  
Buyer II

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Plote Construction Inc.

(Name Of Firm)

this 23rd day of March, 2018.

By: 

Title: Dave Verdico, Asphalt Manager

**COUNTY OF DU PAGE, ILLINOIS**

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**SPECIAL CONDITIONS**

**JOINT PURCHASING:**

**OTHER TAXING BODIES:** Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES   X   NO           

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

  None  

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**NOTE:** The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

**RENEWAL & EXTENSION:**

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed four (4) years.**

**END OF SPECIAL CONDITIONS**

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Purchase of Four 2018 Ford Utility AWD Police Interceptor Vehicles – Currie Motors, Frankfort, Illinois

**AGENDA ITEM NUMBER:**4.D.**COMMITTEE AGENDA DATE:** May 3, 2018**COUNCIL AGENDA DATE:** May 21, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

For FY 2018, the Police Department has planned and budgeted for the replacement of two 2012 Chevrolet Caprice (black and white marked patrol units) and two 2013 Ford Utility (Ford Explorer) AWD Police Interceptor vehicles (all solid black unmarked patrol units) with four 2018 Ford Utility AWD Police Interceptors (all solid black unmarked patrol units).

To allow local vendors an opportunity to quote on the 2018 Ford Utility Police Interceptor, the City of West Chicago recently solicited price quotes from eight local Ford dealerships, two Ford dealerships from that previously held State of Illinois contracts (i.e., dealership from Taylorville, Illinois and Springfield, Illinois), one Ford dealership from Greenfield, Illinois that holds the current State of Illinois contract, and one Ford dealership from Frankfort, Illinois who holds the Suburban Purchasing Cooperative (SPC) Joint Purchasing Program contract. From our request, only four dealerships responded:

- Currie Motors Fleet, Frankfort, Illinois (SPC Program) – \$29,098.00 each.
- Hawk Ford of St. Charles, St. Charles, Illinois - \$30,019.00 each.
- Joe Cotton Ford, Carol Stream, Illinois - \$30,833.00 each.
- Haggerty Ford, West Chicago, Illinois - \$32,495.00 each.

Based on comparable pricing received, staff recommends ordering the four 2018 Ford Utility AWD Police Interceptor vehicles for the Police Department from Currie Motors Fleet in Frankfort, Illinois, for an amount not to exceed \$116,392.00 (\$29,098.00 each) under the SPC Joint Purchasing Program.

Vehicles will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$131,800.00 has been budgeted in FY 2018 for these replacement vehicles. Necessary appurtenances/equipment (i.e., lights, sirens, decals, radios, etc.) will be installed by a third party after the City of West Chicago takes delivery of the units, in which an additional \$48,000.00 has been budgeted in FY 2018 for said equipment.

**ACTIONS PROPOSED:**

That the West Chicago City Council authorize the purchase of four 2018 Ford Utility AWD Police Interceptor vehicle, for a cost not to exceed \$131,800, from Currie Motors Fleet, Frankfort, Illinois, under the Suburban Purchasing Cooperative Joint Purchasing Program.