

VILLAGE OF DOWNERS GROVE
Report for the Village
9/17/2019

SUBJECT:	SUBMITTED BY:
Intergovernmental Agreement for Streambank Stabilization with DuPage County	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared to approve an Intergovernmental Agreement (IGA) with DuPage County for the St. Joseph Creek Restoration Project from Main Street to Fairmount Avenue.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

N/A

UPDATE & RECOMMENDATION

This item was discussed at the September 10, 2019 Village Council meeting. Staff recommends approval on the September 17, 2019 consent agenda.

BACKGROUND

To improve the water quality of St. Joseph's Creek the Village is proposing stream channel restoration, stream channel stabilization, wetland restoration, permanent vegetative cover, rock outlet protection and tree plantings. Construction plans are being prepared to complete this work.

A Water Quality Grant was submitted to DuPage County to assist in the construction costs of these proposed improvements. The Village is responsible for all aspects of the project. The County will reimburse the Village 15% of the total project construction costs, with a maximum amount of \$74,278.50. Staff recommends approval of the agreement.

ATTACHMENTS

Resolution
Intergovernmental Agreement

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF DUPAGE
AND THE VILLAGE OF DOWNERS GROVE
FOR THE ST. JOSEPH CREEK RESTORATION PROJECT**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove ("Downers Grove") and the County of DuPage ("County") for the St. Joseph Creek Restoration Project, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. The Agreement supersedes and replaces the NIPAS Agreement, dated February 21, 2012, all ordinances and resolutions or parts of ordinances and resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

Requisition 25k and over

SM-P-0173-19

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF DOWNERS GROVE FOR THE ST JOSEPH CREEK RIVER
RESTORATION PROJECT

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank stabilization practices installed along St. Joseph Creek (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality and reduction of stormwater runoff into St. Joseph Creek a tributary to the East Branch DuPage River watershed; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed seventy-four thousand two hundred seventy-eight dollars and fifty cents (\$74,278.50); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and

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

Requisition 25k and over

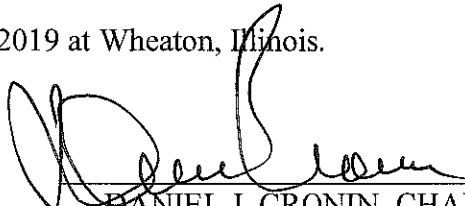
SM-P-0173-19

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the VILLAGE is hereby accepted and approved in an amount not to exceed seventy-four thousand two hundred seventy-eight dollars and fifty cents (\$74,278.50); and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit copies of this Resolution and the attached AGREEMENT to the Village of Downers Grove, 801 Burlington Ave., Downers Grove, Illinois 60515; and Anthony Hayman/State's Attorney's Office.

Enacted and approved this 11th day of June, 2019 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: 
JEAN KACZMAREK, COUNTY CLERK

Ayes 16
Absent 2

Requisition 25k and over

SM-P-0173-19



PROCUREMENT REVIEW CHECKLIST REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

DATE SUBMITTED	April 24, 2019	CONTRACT TERM	6/4/19 - 7/31/21
CONTRACT TOTAL AMOUNT	\$74,278.50	REQUESTING DEPT.	STORMWATER MANAGEMENT COMMITTEE

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required Intergovernmental Agreement

Jan Janowicz	Completed	05/20/2019 10:06 AM
Tony Charlton	Completed	05/20/2019 10:20 AM
Kathy Ostrowski	Completed	05/23/2019 5:07 PM
James McGuire	Completed	05/28/2019 1:57 PM
Paul Rafac	Completed	05/29/2019 9:53 AM
Kathy Ostrowski	Completed	05/29/2019 4:58 PM
Stormwater Management Committee	Completed	06/04/2019 7:30 AM
Finance Committee	Pending	06/11/2019 8:00 AM
County Board	Pending	06/11/2019 10:00 AM

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF DOWNERS GROVE FOR THE ST. JOSEPH CREEK
RIVER RESTORATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this ___ day of June 2019 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF DOWNERS GROVE, a body politic and corporate, with offices at 801 Burlington Ave., Downers Grove, Illinois 60515 (hereinafter referred to as the VILLAGE).

R E C I T A L S

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

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

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

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

WHEREAS, the VILLAGE has developed a conceptual design report for the design, construction, and maintenance of streambank stabilization practices installed along St. Joseph Creek (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality and reduction of stormwater runoff into St. Joseph Creek a tributary to the East Branch DuPage River watershed; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed seventy-four thousand two hundred seventy-eight dollars and fifty cents (\$74,278.50); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses per this AGREEMENT; and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the installation of stream restoration practices along 2,455 linear feet of St. Joseph Creek. The improvements include regrading streambanks, channel stabilization with riffle cobble enhancement, and native plantings. The goal of the VILLAGE is to reduce pollutant loadings associated with eroding streambanks into St. Joseph Creek, a tributary to the East Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (St. Joseph Creek River Restoration), as prepared by the VILLAGE and dated December 17, 2018, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the VILLAGE or its consultant.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be four hundred ninety-five thousand one hundred ninety dollars and no cents (\$495,190.00). The

cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF DOWNERS GROVE	85%	\$420,911.50
COUNTY OF DUPAGE	15%	\$ 74,278.50
TOTAL	100.0%	\$495,190.00

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed (excepting post-construction monitoring) by October 31, 2020, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.) and related to maintenance of the PROJECT, construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fifteen percent (15%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any

review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.

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

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT at a fixed proportion of fifteen percent (15%) of the PROJECT costs, which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed seventy-four thousand two hundred seventy-eight dollars and fifty cents (\$74,278.50).
- 5.2.3 In the event PROJECT costs total less than four hundred ninety-five thousand one hundred ninety dollars and no cents (\$495,190.00), the COUNTY'S total reimbursement amount shall be not more than fifteen percent (15%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after July 31, 2021, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data

collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 July 31, 2021 or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before July 31, 2021.

10.0 ENTIRE AGREEMENT.

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

11.0 SEVERABILITY.

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

12.0 GOVERNING LAW.

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

13.0 NOTICES.

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

John Welch
Assistant Director of Public
Works
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois,
60515

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

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

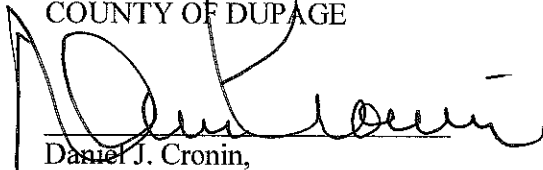
15.0 NO WAIVER OF TORT IMMUNITIES

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

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

COUNTY OF DUPAGE

VILLAGE OF DOWNERS GROVE



Daniel J. Cronin,
Chairman

Robert Barnett
Mayor

ATTEST:

ATTEST:



Jean Kaczmarek,
County Clerk

April Holden
Village Clerk



Purchase Requisition
Procurement Services Division

Date: Apr 24, 2019
 MinuteTraq (IQM2) ID #: 15143
 Department Req #: 16001912
 RFP, Bid or Quote #:

Send Purchase Order To:				Send Invoices To:			
Vendor: Village of Downers Grove		Vendor #: 10128		Dept: DuPage County Stormwater		Division:	
Attn: John Welch		Email: jwelch@downers.us		Attn: Mary Beth		Email: Falsey@dupageco.org	
Address: 5101 Walnut Avenue				Address: 421 N. County Farm Rd		Room:	
City: Downers Grove		State: IL	Zip: 60515	City: Wheaton		State: IL	Zip: 60187
Phone: (630) 434-5494		Fax:		Phone: (630) 407-6680		Fax: (630) 407-6701	
Send Payments To:				Ship To:			
Vendor: Village of Downers Grove		Vendor #: 10128		Dept: same		Division:	
Attn: John Welch		Email: jwelch@downers.us		Attn:		Email:	
Address: 5101 Walnut Avenue				Address: 421 N. County Farm Road		Room:	
City: Downers Grove		State: IL	Zip: 60515	City: Wheaton		State: IL	Zip: 60187
Phone: (630) 434-5494		Fax:		Phone:		Fax:	
Payment Terms		F.O.B.		PO 20 Delivery Date		Requisitioner	
PER 50 ILCS 505/1		Destination					

Use for	Contract Administrator	Contract Start Date	Contract End Date	Use for
PO25 only	Alicia Favela-Perez	June 11, 2019	Jul 31, 2021	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		This contract is for stream restoration practices along 2,455 linear feet of St. Joseph Creek for the period of June 11, 2019 through July 31, 2021.	19	1600	3000	53830		74,278.50	74,278.50

Requisition Total \$ 74,278.50

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) :



Procurement Review Checklist

Procurement Services Division

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

Date: May 22, 2019

MinuteTraq (IQM2) ID #: 15143

Vendor: Village of Downers Grove	Vendor #: <u>10128</u>	Contract Term: 7/31/21	Contract Total: \$74,278.50
Dept: Stormwater Management	Contact: Mary Beth Falsey	Phone: (630) 407-6680	Assigned Committee: Stormwater Management
Description of Procurement/ Scope of Work/ Background	The project consists of stream restoration practices along 2,455 linear feet of St. Joseph Creek. The improvements include regrading streambanks, channel stabilization with riffle cobble enhancement, and native plantings.		
Reason for Procurement	Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The St. Joseph Creek River Restoration project has been selected for funding for the FY 2019 Water Quality Improvement Program grant.		
FUNDING SOURCE			

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

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- Cooperative Procurement (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 # _____

RECEIVED
2019 MAY 23 AM 8:09
FINANCE

PREPARED BY AND APPROVAL(S) (Initials Only)

MBF	May 22, 2019	<u>MBF</u>	<u>5-22-19</u>		
Prepared By	Date	Recommended for Approval	Date	IT Approval, if required	Date

REVIEWED BY (Initials Only)

<u>MBF</u>	<u>5-24-19</u>	<u>MBF</u>	<u>5-28-19</u>
Buyer	Date	Procurement Officer	Date
<u>MBF</u>	<u>5-29-19</u>		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date