1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Public Works Committee - Regular Meeting - Tuesday February 6th, 2018

5. CONSENT ITEMS
   A. Consent Item -- Fox Valley Fire & Safety - Contract Close
   B. Consent Item -- CenterPoint Energy - Contract Close
   C. Consent Item -- Home Depot U.S.A., Inc. - Contract Close
   D. Consent Item -- Prism Mechanical Corp. - Contract Close
   E. Consent Item -- Red Wing Brands of America Inc - Contract Close
   F. Consent Item -- Tee Jay Services Company, Inc. - Contract Close
   G. Consent Item -- Wheaton Sanitary District - Contract Close
   H. Consent Item -- Atlas Copco Compressors, LLC - Contract Close
   I. Consent Item -- Brown and Root Industrial Services, LLC - Contract Close
   J. Consent Item -- Brown and Root Industrial Services, LLC - Contract Close
   K. Consent Item -- Builders Chicago - Contract Close
   L. Consent Item -- City of Wheaton - Contract Close
   M. Consent Item -- Charles Equipment - Contract Close
   N. Consent Item -- CDW-Government - Contract Close
O. Consent Item -- Chellino Crane Inc. - Contract Close

P. Consent Item -- Hewlett Packard Enterprises - Contract Close

Q. Consent Item -- Central Sod Farms Inc. - Contract Close

R. Consent Item -- ComEd - Contract Close

S. Consent Item -- HD Supply Waterworks Ltd. - Contract Close

T. Consent Item -- Brown and Root Industrial Services, LLC - Contract Close

U. Consent Item -- Brown and Root Industrial Services, LLC - Contract Close

6. **CLAIMS REPORT**

A. Payment of Claims -- Public Works, Drainage, Facilities Management

7. **PROFESSIONAL SERVICES AGREEMENT**

A. 2018-71 Recommendation to approve an Agreement between the County of DuPage, Illinois and Walter E. Deuchler Associates, Inc. for Professional Engineering Services for NPDES Permit Compliance for the Woodridge Greene Valley and Knollwood Treatment Facilities, for Public Works, for the period February 20, 2018 through November 30, 2020, for a contract total amount not to exceed $22,500.00, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

8. **SOLE SOURCE**

A. 2018-72 Recommendation for the approval of a contract purchase order to Metropolitan Industries, Incorporated, to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for the period March 8, 2018 through March 7, 2019, for a total contract amount not to exceed $24,000.00; per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – (sole provider of items compatible with existing equipment)

9. **ACTION ITEMS**

A. PW-R-0076-18 **RESOLUTION** -- Approval of Agreement and Release between the County of DuPage, Illinois and Dixon Engineering, Inc. for the final resolution of warranty claims relating to the Rosewood Water Tower Rehabilitation Work
B. DT-P-0034-18 Recommendation for the approval of a contract purchase order to Buchanan Energy (N), LLC, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 and March 31, 2019, for a contract total not to exceed $1,347,400.00 (Division of Transportation - $800,000.00/ Public Works - $475,000.00/ Facilities Management - $72,400.00); Per renewal option under bid award 16-043-BF, second of three options to renew

10. AUTHORIZATION TO TRAVEL

A. Authorization to Travel -- Request for three (3) Public Works staff (one (1) Water Operator and two (2) Wastewater Operators to travel to Springfield, Illinois on March 20-21, 2018 to attend the WATERCON 2018 Conference. The Conference covers potable water, wastewater, and stormwater issues, along with several technical presentations and numerous exhibits. Expenses to include: registration, lodging, meals, and gas for an approximate overall cost of $1,620.00

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT
1. CALL TO ORDER

9:15 AM meeting was called to order by Chair James Healy at 9:15 AM.

2. ROLL CALL

PRESENT: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Public Works Committee - Regular Meeting - Jan 16, 2018 9:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. New Business

Director Kottmeyer presented Regulatory Manager Phillip with a 20 Year Anniversary Award. Greg has been instrumental in the success of the Drainage Division.

5. BUDGET TRANSFERS

The motion was to combine and approve the Budget Transfers as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. Budget Transfers -- Budget Transfer – Drainage - $20,000.00 – Budget transfer for cost share with Public Works and Stormwater on Xylem Water Solutions pump purchase.

B. Budget Transfers -- Budget Transfer – Public Works - $20,000.00 – Residents have begun to take advantage of the County’s overhead sewer program. Budget transfer is to cover reimbursement costs to residents for installing overhead sewers.

C. Budget Transfers -- Budget Transfer – Facilities Management - $40,397.00 – Budget transfer to Drainage to cover Oct/Nov labor charges from Public Works.

6. CONSENT ITEMS

A. Consent Item -- Phoenix Systems & Service - Contract Extension

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

7. CLAIMS REPORT

A. Payment of Claims -- Public Works, Drainage, Facilities Management

The motion was to combine and approve the Claims Reports as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

8. JOINT PURCHASING AGREEMENT
A. PW-P-0047-18 Recommendation for the approval of a contract purchase order to Supply Works, for janitorial supplies, as needed, for Public Works, for the period January 1, 2018, through, October 31, 2020, for a total contract amount not to exceed $45,000.00. Contract pursuant to the Intergovernmental Cooperation Act US Communities Contract #17-21.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. PW-P-0046-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of one (1) 2018 Ford Transit 250 van, for Public Works, for a contract total amount not to exceed $26,114.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

C. FM-P-0038-18 Recommendation for the approval of a contract purchase order to F.H. Paschen, S.N. Nielsen & Assoc. LLC, for General Governmental Services Contracting (GGSC), for on-call repair and construction services for County facilities, for Facilities Management, for the period February 14, 2018 through August 20, 2019, for a total contract amount not to exceed $475,000.00, per 30 ILCS 525 (Village of Lakemoor RFP NO. 17-RFP-512)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

D. PW-P-0039-18 Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2018 Ford F-350 Super Cab 4x4 truck, for Public Works, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act [State of Illinois]
E. FM-P-0040-18 Recommendation for the approval of a contract purchase order to Trane U.S. Incorporated, to provide an AdaptiView Control Panel Upgrade for chiller #3 at the Power Plant, for Facilities Management, for the period February 14, 2018 through November 30, 2018, for a total contract amount not to exceed $60,000.00. Contract pursuant to the Intergovernmental Cooperation Act U.S. Communities #15-JLP-023

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

F. FM-P-0041-18 Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc., for roof inspection, preventive maintenance and minor repair as needed for campus roofs, for Facilities Management, for the period February 14, 2018 through February 28, 2019, for a contract total amount not to exceed $122,718.82. Contract pursuant to the Intergovernmental Cooperation Act National IPA #R132205

The motion was to combine and approve Joint Purchasing Agreement Items 8B. through 8F. as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

9. LOW QUOTE
The motion was to combine and approve the Low Quotes as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. 2018-58 Recommendation for the approval of a contract purchase order to LAI, Ltd., to furnish and deliver three (3) Safe-Tank double wall high density cross-linked polyethylene tanks, for Public Works, for a contract total amount not to exceed $24,945.00, per low quote 18-021-JM

B. 2018-59 Recommendation for the approval of a contract purchase order to Elmhurst Chicago Stone, for the disposal of uncontaminated soil due to sewer and water main repairs, for Public Works, for the period February 6, 2018 through February 5, 2019, for a total contract amount not to exceed $23,000.00, per E-Quote 18-010-JM (Other than lowest responsible quote)

C. 2018-60 Recommendation for the approval of a contract purchase order to PAHCS II/Northwestern Medicine Occupational Health, to provide comprehensive post offer physicals and functional job screening, for Facilities Management, for the two year period March 24, 2018 through March 23, 2020, for a total contract amount not to exceed $11,000.00, per low quote #17-197-JM

D. 2018-61 Recommendation for the approval of a contract purchase order to Columbia Pipe & Supply Co. for Fifty Six 4-inch butterfly valves for Woodridge Greene Valley aeration tank for Public Works, for a contract total amount not to exceed $6,654.48, per low quote Q18-012JM

10. SOLE SOURCE

A. 2018-62 Recommendation for the approval of a contract purchase order to Corrpro Companies, Inc., to furnish and install two (2) cathodic protection systems for pump stations, for the Judicial Office Facility, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $23,175.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – equipment consistency for maintenance

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

11. BID AWARD
A. FM-P-0042-18 Recommendation for the approval of a contract purchase order to Butler Chemicals Co., Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for a three year period, February 14, 2018 through February 13, 2021 for a contract total amount not to exceed $105,000.00, per lowest responsible bid #18-018-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

12. ACTION ITEMS

A. Action Item -- Recommendation to reject all bids received for Bid #18-007-DT, Northern Campus Tree Program, bid opened January 19, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. DT-R-0058-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE services for the Division of Transportation and Department of Public Works, for an estimated County cost of $62,000.00 (Division of Transportation - $40,000.00/ Public Works - $22,000.00)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Grasso, District 3
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

13. OLD BUSINESS

14. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:37 AM.
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 1960-1 SERV  
**Original Purchase Order Date:** Aug 28, 2016  
**Change Order #:** 4  
**Department:** Facilities Management  
**Vendor Name:** Fox Valley Fire & Safety Company, Inc.  
**Vendor #:** 11067  
**Dept Contact:** Katie Boffa  

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 1000-1100-53300 $11,608.84, line 4 1500-3510-53300 $50.00, line 5 2000-2555-53300 $12,632.50, line 6 2000-2665-53300 $2,750.00 and close contract.

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

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

### INCREASE/DECREASE

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<td><strong>B</strong> Net $ change for previous Change Orders</td>
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<td><strong>C</strong> Current contract amount (A + B)</td>
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<td><strong>D</strong> Amount of this Change Order</td>
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<td><strong>E</strong> New contract amount (C + D)</td>
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<td><strong>F</strong> Percent of current contract value this Change Order represents (D / C)</td>
<td>91%</td>
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<td><strong>G</strong> Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts)</td>
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### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

---

**KB** 5695  
**Prepared By (Initials):**  
**Phone Ext:** Feb 5, 2018  
**Date:**  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**  
**Reviewed By (Initials Only):**

**Buyer**  
**Date:** 2/12/18  
**Procurement Officer**  
**Date:** 2-12-18

**Chief Financial Officer**  
**Date:**  
**Chairman's Office**  
**Date:**

---

**CONSENT AGENDA** FEB 2 7 2018

**Packet Pg. 10**
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 2230-1 SERV  
**Original Purchase Order Date:** Oct 1, 2016  
**Change Order #:** 1  
**Department:** Facilities Management

**Vendor Name:** CenterPoint Energy Services, Inc.  
**Vendor #:** 19425  
**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 1000-1100-53200 $42,668.26, line 2 1200-2045-53200 $11,020.33 and close contract.

---

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

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

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**INCREASE/DECREASE**

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<td>Amount of this Change Order</td>
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<td>Percent of current contract value this Change Order represents (D / C)</td>
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<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-10.23%</td>
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**DECISION Memo Not Required**

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

---

**DECISION Memo Required**

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

- [ ] OTHER - explain below: _________

---

**KB:** 5695  
**Feb 2, 2018**  
**2-16-18**  
**2-2-2018**  
**Recommended for Approval (Initials Only):**

---

**Reviewed by (Initials Only):**

- **Buyer:**  
  - Date: 2-18-18  
  - Procurement Officer:  
  - Date: 2-13-18

- **Finance:**
  - Chief Financial Officer  
  - Date:  
  - Chairman’s Office  
  - Date:  

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**12/18/18**  
**AM 8:54**

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**Packet Pg. 11**

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**CONSENT AGENDA**

**FEB 2 7 2018**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2141-1 SERV Original Purchase Order Date: Nov 2, 2016 Change Order #: 1
Vendor Name: Home Depot U.S.A., Inc. Vendor #: 11219
Department: Facilities Management Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $6,436.03, line 2 $1,056.62, line 3 $200.00, line 4 $47.53, line 5 $4,932.91, line 6 $218.18 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

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<td>Amount of this Change Order</td>
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<td>New contract amount (C + D)</td>
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<td>Percent of current contract value this Change Order represents (D / C)</td>
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<td>Cumulative percent of all Change Orders (B+D/A; 60% maximum on construction contracts)</td>
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DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB 5695 Feb 7, 2018 6B18 2-6-2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 2/12/18 Date Procurement Officer 2-14-18 Date
Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date
# Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

**Purchase Order #:** 2292-1 SERV  
**Original Purchase Order Date:** Jan 26, 2017  
**Change Order #:** 4  
**Department:** Facilities Management

**Vendor Name:** Prism Mechanical Corp.  
**Vendor #:** 11249  
**Dept Contact:** Katie Boffa

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

Change order to decrease line 1 $4,983.02, line 3 $5,654.87, line 6 $9,475.30 and close contract.

---

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

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

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<td>Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts)</td>
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**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

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<td><strong>Date</strong></td>
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**Reviewed By (Initials Only)**

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<td><strong>Chief Financial Officer</strong></td>
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**CONSENT AGENDA**

**Rev 1.6**

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**Packet Pg. 13**
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 2047-1 SERV  Original Purchase Order Date: Dec 1, 2016  Change Order #: 1  Department: Facilities Management

Vendor Name: Red Wing Brands of America Inc  Vendor #: 10549  Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $3,216.38, line 2 $4,849.61, line 3 $2,300.00, line 4 $4,763.19, line 5 $1,105.30, line 6 $495.06 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

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</tr>
</thead>
<tbody>
<tr>
<td>$46,000.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B</th>
<th>Net $ change for previous Change Orders</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>C</th>
<th>Current contract amount (A + B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$46,000.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D</th>
<th>Amount of this Change Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Increase  ☒ Decrease</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E</th>
<th>New contract amount (C + D)</th>
</tr>
</thead>
<tbody>
<tr>
<td>($16,729.54)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F</th>
<th>Percent of current contract value this Change Order represents (D / C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>-36.37%</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G</th>
<th>Cumulative percent of all Change Orders (B+D)/A (60% maximum on construction contracts)</th>
</tr>
</thead>
<tbody>
<tr>
<td>-36.37%</td>
<td></td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials)  5695  Feb 7, 2018  Phone Ext  Recommended for Approval (Initials)  681  Phone Ext  Date  2-8-2018

Reviewed By (Initials Only)

[Signature]  2-12-18  Procurement Officer  2-14-18

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

Date  Chairman's Office  (Decision Memos Over $25,000)  Date

CONSENT AGENDA

FEB 27 2018

Packet Pg. 14
<table>
<thead>
<tr>
<th>Purchase Order #: 2048-1 SERV</th>
<th>Original Purchase Order Date: Nov 13, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Tee Jay Service Company, Inc.</td>
<td>Vendor #: 11358</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

- Change order to decrease line 1 $19,329.68, line 2 $356.00 and close contract.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$45,612.00</td>
<td>Current contract amount (A + B)</td>
<td>$45,612.00</td>
<td>Amount of this Change Order</td>
<td>Decrease</td>
<td>$19,685.68</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td></td>
<td>New contract amount (C + D)</td>
<td>$25,926.32</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-43.16%</td>
<td></td>
</tr>
<tr>
<td>Increase/Decrease quantity from:</td>
<td></td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-43.16%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>KB</th>
<th>S695</th>
<th>Feb 7, 2018</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/12/18</td>
<td>2-13-18</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2024-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.G.a</td>
<td>Oct 1, 2016</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

**Vendor Name:** Wheaton Sanitary District  
**Vendor #:** 10037  
**Dept Contact:** Katie Boffa

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

- Change order to decrease line 1 $9,474.77, line 2 $4,331.32 and close contract.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$280,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$430,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>$(13,806.09)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$416,193.91</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-3.21%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (9+D/A); (60% maximum on construction contracts)</td>
<td>48.64%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only
- [ ] Price shows: __________________________ should be: __________________________
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance and close contract  
- [ ] Increase encumbrance  
- [ ] Decrease encumbrance

### DECISION MEMO REQUIRED

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

---

**KB 5695**  
**Prepared By (Initials):**  
**Phone Ext:** Feb 7, 2018  
**Date:**

**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**

**REVIEWED BY (Initials Only):**  
**Date:**

**Buyer:**  
**Date:**  
**Procurement Officer:**  
**Date:**

**Chief Financial Officer:**  
**Date:**  
**Chairman's Office:**  
**Date:**

---

**CONSENT AGENDA**  
**FEB 7, 2018**

**Packet Pg. 16**

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**Rev 1.6**

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 315-1 SERV  Original Purchase Order Date: Nov 1, 2014  Change Order #: 1  Department: Facilities Management
Vendor Name: Atlas Copco Compressors LLC  Vendor #: 12071  Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $5,874.97, line 3 $4,125.03 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $347,500.18 |
| B | Net $ change for previous Change Orders | $0.00 |
| C | Current contract amount (A + B) | $347,500.18 |
| D | Amount of this Change Order | | Decrease |
| E | New contract amount (C + D) | $247,500.18 |
| F | Percent of current contract value this Change Order represents (D/C) | -28.78% |
| G | Cumulative percent of all Change Orders (B+D)/A; (60% maximum on construction contracts) | -28.78% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB 5695  Feb 7, 2018  Recommended for Approval (Initials) Phone Ext: 2-8-2018
Prepared By (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer: ____________________________ Date: 2/12/18  Procurement Officer: ____________________________ Date: 2-14-18

Finance: ____________________________ Chief Financial Officer: ____________________________
(Decision Memos Over $25,000)  Chairman's Office: ____________________________
(Decision Memos Over $25,000)  Date: ____________________________

Packet Pg. 17
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2287-1 SERV
Original Purchase Order Date: Feb 11, 2015
Change Order #: 4
Department: Facilities Management
Vendor Name: Brown and Root Industrial Services, LLC
Vendor #: 26144
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $1,099.42, line 2 $72,605.14 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Change budget code from: to:
☐ Increase/Decrease quantity from: to:
☐ Price shows: should be:
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

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

KB: 5695
Prepared By (Initials): Phone Ext: Feb 7, 2018
Recommended for Approval (Initials): Phone Ext: Date:
x:6818
2-8-2018

REVIEWED BY (Initials Only)

Buyer: 2-13-18
Date: Procurement Officer: 2-14-18
Date: Finance

Chief Financial Officer
(Decision Memos Over $25,000)
Date: Chairman’s Office
(Decision Memos Over $25,000)
Date:

Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Feb 7, 2018

Purchase Order #: 2312-1 SERV
Original Purchase Order Date: May 11, 2016
Change Order #: 2
Department: Facilities Management
Vendor Name: Brown and Root Industrial Services, LLC
Vendor #: 26144
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 2 $27,687.59 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($27,687.59)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$222,312.41</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-11.08%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (F + D/A) (60% maximum on construction contracts)</td>
<td>-11.08%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

KB 5695 Feb 7, 2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

Reviewed by (Initials Only)

Buyer Date Procurement Officer Date
Finance Date

Chief Financial Officer Date Chairman's Office Date

Decision Memos Over $25,000

CONSENT AGENDA

Form optimized for Acrobat and Adobe Reader version 9 or later
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1963-1 SERV</td>
<td>Aug 5, 2016</td>
<td>1</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

Vendor Name: Builders Chicago Corporation
Vendor #: 11624
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53300 $45,468.50, line 2 1500-3510-53300 $24,022.21 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
</tr>
</tbody>
</table>

D | Amount of this Change Order | $69,490.71 |
| E | New contract amount (C + D) | $21,380.29 |

G | Cumulative percent of all Change Orders (3+D/A); (60% maximum on construction contracts) | -76.47% |

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: ______________________ to: ______________________

☐ Increase/Decrease quantity from: ______________________ to: ______________________

☐ Price shows: ______________________ should be: ______________________

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

DECISION MEMO REQUIRED

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

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

☐ OTHER - explain below: ______________________

KB 5695  Feb 2, 2018  x 6818  2-2-2018
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer  Date  Procurement Officer  Date

Chief Financial Officer  Date  Chairman's Office  Date

2018-08-19  9 AM  8:58

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

CONSENT AGENDA  FEB 7 2018  Rev 1.6

Packet Pg. 20
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 2023-1 SERV  
**Original Purchase Order Date:** Oct 1, 2016  
**Change Order #:** 2  
**Department:** Facilities Management

**Vendor Name:** City of Wheaton  
**Vendor #:** 10074  
**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:** Change order to decrease line 1 1000-1100-53220 $4,716.11, line 2 1200-2045-53220 $7,848.84 and close contract.

---

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

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

---

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$575,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$725,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>$12,564.95</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$712,435.05</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-1.73%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>23.90%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**KB**  
**Prepared By (Initials):** 5695  
**Phone Ext:**  
**Feb 2, 2018**  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**2/2-2018**  
**Date:**

---

**REVIEWED BY (Initials Only):**

- [ ]  
- [ ]  
- [ ]

---

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

- [ ]  
- [ ]  
- [ ]

---

**FINANCE**  
**Chairman's Office**  
**(Decision Memos Over $25,000):**

- [ ]  
- [ ]  
- [ ]

---

**CONSENT AGENDA**  
**FEB 27, 2018**  
**Rev 1.6**  
**Packet Pg. 21**
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 1915-1 SERV  
**Original Purchase Order Date:** Jul 15, 2016  
**Change Order #:** 2  
**Department:** Facilities Management  
**Vendor Name:** Charles Equipment Energy Systems LLC  
**Vendor #:** 11365  
**Dept Contact:** Katie Boffa

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

Change order to decrease line 1 1100-1100-53300 $35,055.21, line 2 1100-1300-53300 $2,728.63, line 3 1500-3510-53300 $3,130.13 and close contract.

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

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

---

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$76,800.00</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
<td></td>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$76,800.00</td>
<td></td>
<td></td>
<td></td>
<td>New contract amount (C + D)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td></td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**Recommended for Approval (Initials):**

KB  
5695  
Feb 2, 2018  
Phone Ext: 6818  
2-2-2018

---

**REVIEWED BY (Initials Only):**

Buyer:  
[Signature]  
2/13/18  
Date  
Procurement Officer:  
[Signature]  
2-14-18  
Date

---

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

[Signature]  
[Date]

---

**Chairman’s Office (Decision Memos Over $25,000):**

[Signature]  
[Date]

---

**CONSENT AGENDA**

[Received stamp]  
FEB 7 2018

---

**Packet Pg. 22**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1957SERV  Original Purchase Order Date: Aug 18, 2016  Change Order #: 4  Department: Public Works
Vendor Name: CDW-Government  Vendor #: 10667  Dept Contact: Amy Arlowe/Dawn Carbone

Background and/or Reason for Change Order Request: Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$22,945.28</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-34.44%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+/D/A); (60% maximum on construction contracts)</td>
<td>-34.44%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials) x 681B  2/2/2018  Recommended for Approval (Initials) x 681B  2/2/2018
Buyer  Date  Procurement Officer  Date
Chief Financial Officer (Decision Memos Over $25,000)  Date  Chairman's Office (Decision Memos Over $25,000)  Date

CONSENT AGENDA
FEB 27 2018
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #: 20665ERV**

**Original Purchase Order Date:** Sep 16, 2016

**Change Order #: 4**

**Department:** Public Works

---

**Vendor Name:** Chellino Crane Inc

**Vendor #: 20729**

**Dept Contact:** Amy Arlowe/Dawn Carbone

---

**Background and/or Reason for Change Order Request:** Decrease and close contract.

---

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

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

---

**INCREASE/DECREASE**

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

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**Prepared By (Initials):**

**Phone Ext:**

**Date:** 2/2/2018

**Recommended for Approval (Initials):**

**Phone Ext:**

**Date:** 2/2/2018

---

**Reviewed By (Initials Only):**

**Buyer:**

**Date:** 2/12/18

**Procurement Officer:**

**Date:** 2/12/18

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

**Date:**

**Chairman's Office (Decision Memos Over $25,000):**

**Date:** 2/12/18

---

**FINANCE**

**RECEIVED**

**CONSENT AGENDA**

**Packet Pg. 24**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1599SEVE Original Purchase Order Date: Jan 12, 2016
Change Order #: 1
Department: Public Works
Vendor Name: Hewlett Packard Enterprises Co Vendor #: 23068
Dept Contact: Amy Arlowe/Dawn Carbone

Background and/or Reason for Change Order Request: Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>$33,549.09</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$26,450.91</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-55.92%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+E/A); (60% maximum on construction contracts)</td>
<td>-55.92%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials) Phone Ext Date

Recommended for Approval (Initials) Phone Ext Date

Reviewed By (Initials Only)

Buyer

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

Chancellor's Office (Decision Memos Over $25,000) Date

CONSENT AGENDA

Rev 1.6

Packet Pg. 25

**Request for Change Order**

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2622SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jun 20, 2017</th>
<th>Change Order #:</th>
<th>1</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Central Sod Farms Inc</td>
<td>Vendor #:</td>
<td>10304</td>
<td>Dept Contact:</td>
<td>Amy Arlowe/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

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

Decrease and close contract.

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

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

**INCREASE/DECREASE**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$15,670.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$15,670.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>☑ Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$510.00</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-96.75%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-96.75%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancel entire order</td>
<td>☐</td>
<td>Close Contract</td>
</tr>
<tr>
<td>Change budget code from:</td>
<td></td>
<td>to:</td>
</tr>
<tr>
<td>Increase/Decrease quantity from:</td>
<td></td>
<td>to:</td>
</tr>
<tr>
<td>Price shows:</td>
<td></td>
<td>should be:</td>
</tr>
<tr>
<td>Decrease remaining encumbrance and close contract</td>
<td>☑</td>
<td>Increase encumbrance and close contract</td>
</tr>
<tr>
<td></td>
<td>Decrease encumbrance</td>
<td>Increase encumbrance</td>
</tr>
</tbody>
</table>

**DECISION MEMO REQUIRED**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase (greater than 29 days) contract expiration from:</td>
<td></td>
<td>to:</td>
</tr>
<tr>
<td>Increase ≥ $2,500.00, or ≥ 10%, of current contract amount</td>
<td>☑</td>
<td>Funding Source</td>
</tr>
<tr>
<td>OTHER - explain below:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Prepared By (initials)**


**Phone Ext**

[签名] 38

**Date**

2/2/2018

**Recommended for Approval (initials)**

[签名] 6/18 2/2/2018

**Phone Ext**

[签名] 38

**Date**

2/2/2018

**REVIEWED BY (Initials Only)**

[JWP] 2/12/18 [JWP] 2/12/18

**Date**

2-12-18

**Procurement Officer**

Champion's Office

(Decision Memos Over $25,000)

Date

Consent Agenda

Packet Pg. 26
<table>
<thead>
<tr>
<th>Purchase Order #: 2017SERV</th>
<th>Original Purchase Order Date: Oct 1, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: ComEd</td>
<td>Vendor #: 10023</td>
<td>Dept Contact: Amy Arlowe/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Decrease and close contract.

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

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

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$139,400.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$139,400.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($227,760.06)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$111,639.94</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-19.91%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-19.91%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (90 days)
- [ ] Consent Only
- [ ] Change budget code from: ______________________ to: ______________________
- [ ] Increase/Decrease quantity from: ______________________ to: ______________________
- [ ] Price shows: ______________________ should be: ______________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

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

**Prepared By (Initials):** WJL Phone Ext: 6318 Date: 2/2/2018

**Recommended for Approval (Initials):** WJL Phone Ext: 6318 Date: 2/2/2018

**Reviewed By (Initials Only):**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCM</td>
<td>1/3/18</td>
<td>Procurement Officer</td>
<td>2/14/18</td>
</tr>
</tbody>
</table>

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

**CONSENT AGENDA**

**Packet Pg. 27**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 19655SER
Original Purchase Order Date: Aug 15, 2016
Change Order #: 2
Department: Public Works
Vendor Name: HD Supply Waterworks LTD
Vendor #: 12438
Dept Contact: Amy Arlowe/Dawn Carbone

Background and/or Reason for Change Order Request: Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $60,000.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $60,000.00 |
| D | Amount of this Change Order | ☐ Increase | ☒ Decrease | ($38,904.54) |
| E | New contract amount (C + D) | $21,095.46 |
| F | Percent of current contract value this Change Order represents (D / C) | -64.84% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -64.84% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials)  x 6:18  2/2/2018  x 6:18  2/2/2018
Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

Reviewed By (Initials Only)

Buyer  2/13/18  Procurement Officer  2/13/18
Date  Date

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

CONSENT AGENDA

Packet Pg. 28
## Request for Change Order

### Procurement Services Division

**Attach copies of all prior Change Orders**

**Purchase Order #:** 2311-1 SERV  
**Original Purchase Order Date:** Jun 11, 2014  
**Change Order #:** 3  
**Department:** Facilities Management

**Vendor Name:** Brown and Root Industrial Services, LLC  
**Vendor #:** 26144  
**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:**  
Change order to decrease line 1 $26,675.84 and close contract.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>Decrease ($26,675.84)</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$73,324.16</td>
</tr>
<tr>
<td>Percent current contract value this Change Order represents (D / C)</td>
<td>-25.68%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B+D)/A; (60% maximum on construction contracts)</td>
<td>-25.68%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

- [ ] Change budget code from: ____________________________ to: ____________________________
- [ ] Increase/Decrease quantity from: ____________________________ to: ____________________________
- [ ] Price shows: ____________________________ should be: ____________________________
- [x] Decrease remaining encumbrance and close contract

### DECISION MEMO REQUIRED

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

**OTHER - explain below:**

---

**KB:** 5695  
**Phone Ext:**  
**Date:** Feb 7, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:**

**Reviewed By (Initials Only):**

- **Buyer:**  
  - **Date:** 2-13-18  
  - **Procurement Officer:**  
    - **Date:** 2-13-18

- **Finance:**
  - **Chief Financial Officer (Decision Memos Over $25,000):**  
    - **Date:**
  - **Chairman's Office (Decision Memos Over $25,000):**  
    - **Date:**

---

**Packet Pg. 29**
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 2547-1 SERV  Original Purchase Order Date: Dec 14, 2016  Change Order #: 2  Department: Facilities Management

Vendor Name: Brown and Root Industrial Services, LLC  Vendor #: 26144  Dept Contact: Katie Bolfa

Background and/or Reason for Change Order Request: Change order to decrease line 2 $174,754.42 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$275,000.00</td>
<td>$0.00</td>
<td>$275,000.00</td>
<td>($174,754.42)</td>
<td>$100,245.58</td>
<td>-63.55%</td>
</tr>
</tbody>
</table>

DEcision MEMO NOT REQUIRED

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

DEcision MEMO REQUIRED

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

Reviewed by (Initials Only)

Buyer

Date: 2-13-18  Procurement Officer

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

Date: 2-14-18  Chairman's Office (Decision Memos Over $25,000)

Packet Pg. 30
# Public Works
## Schedule of Claims
### 2/20/2018

<table>
<thead>
<tr>
<th>Pay Vendor Name</th>
<th>Description</th>
<th>Check Date</th>
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**Total**: $373,082.69
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<td>Vulcan Material's</td>
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Attachment: Claims 220 (2) (17-18-289 : Claims 220)
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<td>Fasenmel Company</td>
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<td>07/01/17</td>
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<td>2573-0001 SERV</td>
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<td>1100</td>
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<td>Grainger</td>
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<td>Home Depot</td>
<td>Tools, operating supplies and maintenance supplies</td>
<td>08/01/17</td>
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<td>2588-0001 SERV</td>
<td>Interstate Power Systems, Inc.</td>
<td>Semi-annual generator service inspection</td>
<td>01/01/18</td>
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<td>Preventative Maintenance</td>
<td>08/24/16</td>
<td>08/23/18</td>
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<td>Nicor</td>
<td>Natural Gas utility services</td>
<td>12/04/17</td>
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<td>08/12/17</td>
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<td>02/20/17</td>
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<td>End Date</td>
<td>Quantity</td>
<td>Rate</td>
<td>Amount</td>
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<td>IAASM - Illinois Association for Floodplain and Stormwater</td>
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Requisition under 25k dollars

2018-71
Requisition under 25k dollars
2018-71

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
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<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>February 8, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Angela Bendinelli: Completed 02/08/2018 1:05 PM
- Nick Kottmeyer: Completed 02/13/2018 11:30 AM
- Kathy Ostrowski: Completed 02/14/2018 9:06 AM
- James McGuire: Completed 02/14/2018 9:08 AM
- Paul Rafac: Completed 02/15/2018 1:51 PM
- Kathy Ostrowski: Completed 02/16/2018 12:03 PM
- Public Works Committee: Pending 02/20/2018 9:15 AM
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Walter E. Deuchler Associates, Inc
Vendor #: 24327
Dept: Public Works
Contact: Sean Reese
Phone: 630-985-7400

Contract
Term: Through 11/30/2020
Assigned
Committee: Public Works
Contract
Total: $22,500.00

Description of
Procurement/
Scope of Work/ Background
To provide engineering services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities not to exceed $22,500.

Reason for
Procurement
The NPDES reports for both Woodridge and Knollwood require periodic reporting on status of the facilities. This contract will be used for evaluation of the discharge processes to ensure NPDES compliance with the IEP.

FUNDING SOURCE
☒ Procurement budgeted for (FY and budget code(s)): 2000-2355-53010
☐ 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 4-1025 (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 (30ILCS25)
☐ 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)

2-8-2018
2-8-2018

REVIEWED BY (Initials Only)

2-18-18
2-18-18

2-15-18

Finance

Packet Pg. 39
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department: Public Works</th>
<th>Department Contact: Sean Reese</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Sean.Reese@dupageco.org">Sean.Reese@dupageco.org</a></td>
<td>Contact Phone: 630-985-7400</td>
</tr>
<tr>
<td>Vendor Name: Walter E. Deuchler Associates</td>
<td>Vendor #: 24327</td>
</tr>
</tbody>
</table>

**Date:** Feb 7, 2018
**MinuteTraq (IQM2) ID #:** 11962
**Department Requisition #:** 18213009

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

A new contract is needed with Walter E. Deuchler Associates for on-call professional services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities in the amount of $22,500.

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

The NPDES permits for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities require periodic reporting on construction. Walter E. Deuchler was retained to provide expertise in reporting and construction needed for compliance in regards to NPDES permits as required by the IEPA.

**Strategic Impact**

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

This contract will be used to provide professional engineering services in relation to NPDES permit compliance that is required by the IEPA to control discharges from municipal and industrial wastewater treatment plants to prevent pollution of surface waters in lakes and natural waterways.

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

The County examined multiple engineering firms to provide this service. Firms that have in-depth knowledge of current NPDES permits and conditions were preferred. Through examination, staff has determined that Walter E. Deuchler Associates meets all the above requirements.

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

1) Contract with Walter E. Deuchler for this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the area of NPDES permits and conditions.

2) Contract with an alternative engineering firm. Not recommended due to the expertise Walter E. Deuchler holds that is needed on this contract.

3) Do not have a contract. Not recommended due to having to meet the required IEPA special conditions associated with the NPDES permit at the Knollwood and Woodridge Wastewater Treatment Facilities.

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

$22,500 will be removed from 2000-255-53010
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND WALTER E. DEUCHLER ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR NPDES PERMIT COMPLIANCE FOR THE WOODRIDGE GREENE VALLEY AND KNOLLWOOD TREATMENT FACILITIES

This Professional Service Agreement ("AGREEMENT"), is made this 20th day of February, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Walter E. Deuchler Associates, Inc., a corporation, licensed to do business in the State of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RE C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to maintain and operate sanitary sewer and waste treatment systems and to enter into agreements for the purpose of providing such services (Illinois Compiled Statutes Chapter 55 paragraphs 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY operates the Greene Valley and Knollwood Wastewater Treatment Facilities ("Facilities”); and

WHEREAS, the Facilities are further subject to Illinois Environmental Protection Agency ("IEPA") regulations which require periodic reporting on the discharge processes to ensure NPDES permit compliance of the facilities; and

WHEREAS, the CONSULTANT is in the business of providing the above-described services and is willing to perform the required services for an amount not to exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00); 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 part thereof, the same constituting the factual basis for this AGREEMENT.

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

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.4 All work, assignments and services are to be performed by professionals under this AGREEMENT and, where required, shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3, 15.3 and 21.2.
4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2020 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT.
The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work not stated in the Scope of Work, the CONSULTANT shall not be responsible for performing such work until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “B.”

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

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit “B”.

6.5 The CONSULTANT shall submit its invoice, for services/tasks rendered, to the COUNTY following completion of the task invoiced, and in no event later than sixty (60) days following completion of the work being invoiced. CONSULTANT may bill for multiple tasks per invoice but said invoice shall summarize, as applicable, each task performed. The CONSULTANT shall provide, upon the COUNTY’S request, an itemization of CONSULTANT’S man-hours per task and list of personnel used for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of a properly documented invoice, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amount invoiced, provided that the amount invoiced, plus all previously
invoiced sums, do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause.

6.7 RESERVED.

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

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

7.0 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY, contemporaneous with its invoice for payment, or before the expiration of this AGREEMENT, or promptly after giving (or receiving) notice of termination, or at such other time that the SUPERINTENDENT may direct, the deliverables specified in Exhibit A of this AGREEMENT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
8.1.a Worker's Compensation Insurance in the statutory amounts.

8.1.b Employer's Liability Insurance in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million dollars ($2,000,000) per occurrence, and one million dollars ($1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000) per incident/three million dollars ($3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars ($1,000,000) and shall be maintained in the form of an additional endorsement for a period of two (2) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

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

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

8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT’S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of
premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

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

8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, 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 to the extent caused by the CONSULTANT’S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

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

10.2 The CONSULTANT’S services shall be performed in a manner consistent with the customary skill and care of its profession.

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

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

11.0 BREACH OF CONTRACT

11.1 Either Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, shall
be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY’S representative.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

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

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or
local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) November 30, 2020 or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2020.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b),
above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

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

17.0 ENTIRE AGREEMENT.

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

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

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Walter E. Deuchler Associates Inc.
230 Woodlawn Avenue
Aurora, Illinois 60506
ATTN: Mark J. Halm, P.E., DCEE; Vice President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sean Reese, Public Works Manager
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 RESERVED

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage
Public Works Department

Nicholas W. Kottmeyer, P.E.
Superintendent

Name: Nicholas W. Kottmeyer, P.E.
Title: Superintendent

ATTEST:

Angela M. Bendinelli
Administrative Assistant

Name: Angela M. Bendinelli
Title: Administrative Assistant

Walter E. Deuchler Associates, Inc.
REGARDING GENERAL AGREEMENT BETWEEN DUPAGE COUNTY
DEPARTMENT OF PUBLIC WORKS AND WALTER E. DEUCHLER ASSOCIATES, INC.
(Contract #PW-P-0051-16)

TASK ORDER NO. 3: NPDES Permit Compliance: Phosphorus-Related Reports
Knollwood Special Condition 17 and 20 of Permit IL 0065188
Woodridge Special Condition 6 of Permit IL 0031844

Scope of Services:

The NPDES permits for the Knollwood (KW) and Woodridge Greene Valley (WGV) wastewater treatment plants require periodic reporting on construction and phosphorus discharge optimization. Table 1 lists the reports and respective deadline dates for submittal to the Illinois Environmental Protection Agency.

<table>
<thead>
<tr>
<th>Report</th>
<th>Description</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Report 1</td>
<td>KW Phosphorus Construction Progress Report:</td>
<td>Due 03/01/2018</td>
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<tr>
<td></td>
<td>KW Phosphorus Discharge Optimization Plan Annual Report #1</td>
<td>Due 03/31/2018</td>
</tr>
<tr>
<td>Report 2</td>
<td>WGV Phosphorus Discharge Optimization Plan (PDOP) Annual Report #1</td>
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<tr>
<td>Report 4</td>
<td>WGV Phosphorus Discharge Optimization Plan Annual Report #3</td>
<td>Due 03/31/2020</td>
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<tr>
<td></td>
<td>KW Phosphorus Discharge Optimization Plan Annual Report #3</td>
<td>Due 03/31/2020</td>
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</tbody>
</table>

The required reports will be combined as shown in Table 1.

Deliverables

Walter E. Deuchler Associates, Inc. will prepare a draft for each of the four reports identified in Table 1 approximately two (2) weeks prior to the IEPA deadline. Upon receipt of DuPage County’s changes to the draft report, a final copy will be provided no later than two (2) days prior to the IEPA due date.

Additional Services

Additional support in preparing NPDES reports and permitting assistance will be provided per mutual written agreement referencing this Task Order.

- Water Works and Sewerage
- Streets and Street Lighting
- Building and Structures
- Investigations and Reports
- Design and Construction
- Project Finance
Fees

Not-to-Exceed Fee for Services: $22,500.00

Dupage County Department of Public Works:

Name (printed)  Sean Reese, Public Works Manager
Signature
Date

Walter E. Deuchler Associates, Inc.:

Name (printed)  Mark J. Halm, P.E. BCEE; Vice President
Signature:
Date:
DuPage County Division of Public Works  
Consultant Employee Rate Listing

Project: Task Order 3 - NPDES Permit Compliance: Phosphorus Related Reports Knollwood Special Condition 17 and 20 of Permit IL 0065188 and Woodridge Special Condition 6 of Permit IL 0031844

Project Multiplier: 2.8
Duration: Rates good through 12/31/18

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<td></td>
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It is understood that direct expenses and subcontractor expenses will be billed without markup and copies of said expenses will be provided with all invoicing.

Mileage expenses are not allowed.

It is also understood that an increase in hourly rates will not cause an increase in the upper limit of compensation.

Pursuant to the Professional Services Agreement, salary rate increases will be permitted on an annual basis.
**Purchase Requisition**

**Procurement Services Division**

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<tr>
<th><strong>Send Purchase Order To:</strong></th>
<th><strong>Send Invoices To:</strong></th>
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<tr>
<td><strong>Vendor:</strong> Walter E. Deuchler Associates</td>
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<tr>
<td><strong>Vendor #:</strong> 24327</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> Mark Halm</td>
<td><strong>Attn:</strong> Accounts Payable</td>
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<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong> <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
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<tr>
<td><strong>Address:</strong> 230 Woodlawn Avenue</td>
<td><strong>Address:</strong> 7900 S. Route 53</td>
</tr>
<tr>
<td><strong>City:</strong> Aurora</td>
<td><strong>City:</strong> Woodridge</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60506</td>
<td><strong>Zip:</strong> 60517</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-897-4651</td>
<td><strong>Phone:</strong> 630-985-7400</td>
</tr>
<tr>
<td><strong>Fax:</strong> 630-897-5696</td>
<td><strong>Fax:</strong> 630-985-4802</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Send Payments To:</strong></th>
<th><strong>Ship To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> SAME</td>
<td>Dept: SAME</td>
</tr>
<tr>
<td><strong>Vendor #:</strong></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Attn:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong></td>
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<tr>
<td><strong>City:</strong></td>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
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<td><strong>Zip:</strong></td>
<td><strong>Zip:</strong></td>
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<tr>
<td><strong>Phone:</strong></td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Allen County</td>
<td>Amy Arlowe/Dawn Carbone</td>
</tr>
</tbody>
</table>

**Use for**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PO25 only**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>To provide engineering services related to NPDES permit compliance for the Woodridge and Knollwood Wastewater Treatment Facilities through 6/30/20</td>
<td>2000</td>
<td>53010</td>
<td>5255</td>
<td>22,500.00</td>
<td>22,500.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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):

---

**Requisition Total** $22,500.00

---

**Packet Pg. 59**
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Walter E. Deuchler Associates, Inc.</th>
<th>Company Contact: Mark Halm, P.E. BCEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-897-4651</td>
<td>Contact Email: <a href="mailto:mhalm@deuchler.com">mhalm@deuchler.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: [Signature on File]

Printed Name: Mark J. Halm, P.E. BCEE

Title: Vice President

Date: February 8, 2017

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

2018-72
**NEW PURCHASE ORDER REQUEST**

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 6, 2018</td>
<td>$24,000.00</td>
<td>MARCH 8, 2018 THROUGH MARCH 7, 2019</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Laura Grobe: Completed 02/06/2018 4:20 PM
- Tim Harbaugh: Completed 02/06/2018 4:31 PM
- Nick Kottmeyer: Completed 02/07/2018 8:32 AM
- Kathy Ostrowski: Completed 02/12/2018 9:58 AM
- James McGuire: Completed 02/14/2018 9:07 AM
- Paul Rafac: Completed 02/14/2018 3:17 PM
- Kathy Ostrowski: Completed 02/15/2018 11:31 AM
- Public Works Committee: Pending 02/20/2018 9:15 AM
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Metropolitan Industries, Inc.</th>
<th>Vendor #: 11012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Brad Overton</td>
<td>Email: <a href="mailto:boverton@metropolitanind.com">boverton@metropolitanind.com</a></td>
</tr>
<tr>
<td>Address: 37 Forestwood Drive</td>
<td>Zip: 60446</td>
</tr>
<tr>
<td>City: Romeoville</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 815-886-9200</td>
<td>Fax: 815-886-4573</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Tim Harbaugh</td>
</tr>
<tr>
<td>Email: <a href="mailto:mary.ventrella@dupageco.org">mary.ventrella@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
</tr>
<tr>
<td>Room: 2-700</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
</tr>
<tr>
<td>Fax: 630-407-5701</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Address: various locations</td>
</tr>
<tr>
<td>City: Wheaton</td>
</tr>
<tr>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Payment Terms**

PER 50 ILCS 505/1

**Destination**

**F.O.B.**

**PO 20 Delivery Date**

**Requisitioner**

Mary Ventrella

**Use for**

PO25 only

**Requisition Total**

$24,000

---

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

Provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps as needed for County campus.

**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):

Public Works Committee: 02/20/18

---

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Replacement Metropolitan Pumps</td>
<td>Replacement Metropolitan Pumps</td>
<td>1000</td>
<td>1100</td>
<td>52000</td>
<td></td>
<td></td>
<td>12,500.00</td>
<td>12,500</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>Pumps Parts</td>
<td>Pumps Parts</td>
<td>1000</td>
<td>1100</td>
<td>52250</td>
<td></td>
<td></td>
<td>10,000.00</td>
<td>10,000</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LO</td>
<td>Pump Repairs - Regular Rate $145.00/hr. Rate &amp; Half $217.50/hr. Double Rate $290.00/hr.</td>
<td>Pump Repairs - Regular Rate $145.00/hr. Rate &amp; Half $217.50/hr. Double Rate $290.00/hr.</td>
<td>1000</td>
<td>1100</td>
<td>53370</td>
<td></td>
<td></td>
<td>1,500.00</td>
<td>1,500</td>
</tr>
</tbody>
</table>
JUSTIFICATION FOR SOLE SOURCE

(SEEACE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>MANUFACTURER</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Facilities Management</td>
<td>Metropolitan Industries, Inc.</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
Metropolitan pump repairs, parts and replacements as needed for campus discharge pumps at quoted service rates for a one year period.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:
- [x] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [ ] sole provider of a licensed or patented good or service
- [ ] sole provider of factory-authorized warranty service
- [ ] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturers product can be used)
- [ ] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

REQUESTED SOURCE | Metropolitan Industries, Inc. | CONTACT | Brad Overton
PHONE | 815-886-9200 | WEBSITE | www.metropolitanind.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
Metropolitan Industries, Inc. is the only company in the Midwest that designs and builds the entire unit, consisting of the control unit, pump, pit, flotation system & cover, all necessary for our applications. They provide OEM parts and service technicians for the existing Metropolitan pumps servicing the County campus facilities.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)
No, other pumps will not mount to our existing hangers and mounts. With some pumps 15' to 30' below ground, it is not practical to replace flanges to accept other manufactured pumps. Labor cost and time to replace make this prohibited.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)
Well and Barnes pumps are also used on the campus, but will not mount to the existing hangers and mounts where Metropolitan pumps are currently being used.

Signature on File | 2-15-18
DEPARTMENT APPROVAL | 2-6-18
Purchasing Review | 2-15-18
February 8, 2017

DuPage County Facilities Management  
Mary Ventralia  
421 N. County Farm Road  
Wheaton, IL 60187

Re: Pumps and Pumping Systems

To Whom It May Concern:

Please be advised that Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, Illinois 60446 is the exclusive distributor of Pentair Brand pumps and parts in Illinois and Indiana. We are also the Pentair warranty service center for Illinois and Indiana.

We are the sole manufacturer and distributor of Metropolitan brand self-priming pumps and Metropolitan pumping systems. We handle all warranty and non-warranty service on a twenty four hour basis.

We are the sole distributor of pumps and parts for the municipal market in Illinois and Indiana, of Pentair and Metropolitan brands.

Please call me with any questions.

Sincerely,

METROPOLITAN INDUSTRIES, INC.

Diane Ahrendt
Effective February 1, 2017

Municipal Service Rates

We offer 24 hour service on pumps and associated control panels, to all our customers. Our charges are calculated from the time the service technician leaves our shop until he returns. The following rates are per man/per hour.

Service Technician Rate

<table>
<thead>
<tr>
<th>Time</th>
<th>Rate</th>
<th>Additional Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 a.m. – 3:00 p.m. Monday - Friday</td>
<td>$145.00 / Hour</td>
<td>Regular Rate</td>
</tr>
<tr>
<td>3:00 p.m. – 7:00 a.m. Monday – Friday</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Saturday – All Day</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Sunday and Holidays – All day</td>
<td>$290.00 / Hour</td>
<td>Double Rate</td>
</tr>
</tbody>
</table>

- 15% discount on replacement pumps and parts

There is a 4 hour minimum billing on regular hourly rate.
There is a 4 hour minimum billing on overtime hourly rate.

We will be happy to provide you with a written quotation on any repairs you might need.

If you have any questions or would like references, please call me: Brad Overton, Service Manager at 815-886-9200 ext. 230.
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: _______________  Date:  Feb 2, 2018

Company Name: Metropolitan Industries, Inc.  Company Contact: Diane Ahrendt
Contact Phone: 815/886-9200  Contact Email: daahrendt@metropolitanind.com

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature  ____________________________  Signature on file

Printed Name  Diane Ahrendt
Title  Vice President
Date  February 2, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions Attach Required Vendor Ethics Disclosure Statement

**Vendor:** Metropolitan Industries, Inc.  **Vendor #:** 11012  **Contract Term:** 03/07/19  **Contract Total:** $24,000.00

**Dept:** Facilities Management  **Contact:** Tim Harbaugh  **Phone:** 630-407-5700  **Assigned Committee:** 02/20/18

**Description of Procurement/Scope of Work/Background:** Recommendation for the approval of a contract purchase order to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for a total contract amount not to exceed $24,000.00; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids. Sole Provider of Metropolitan Pumps.

**Reason for Procurement:** There are approximately twenty-four (24) Metropolitan discharge pumps in service on the campus used to carry ground water from the facilities, which routinely require repair, replacement parts and replacement.

**FUNDING SOURCE**
- [ ] Procurement budgeted for (FY and budget code(s)): 1000-1100-52000, 52250, 53370
- [ ] 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:
  
  Sole provider of items that are compatible with existing equipment.

**DECISION MEMO REQUIRED**
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP #  
  (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP #
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV</td>
<td>Feb 2, 2018</td>
<td>2-6-18</td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/13/18</td>
<td></td>
</tr>
</tbody>
</table>

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

Date  

Chairman's Office  (Decision Memos Over $25,000)  

Date
Resolution
PW-R-0076-18

APPROVAL OF AGREEMENT AND RELEASE BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND DIXON ENGINEERING, INC. FOR THE FINAL RESOLUTION OF WARRANTY CLAIMS RELATING TO THE ROSEWOOD WATER TOWER REHABILITATION WORK

WHEREAS, pursuant to Resolution PWp-012-13, the County OF DuPage (“County”) and Dixon Engineering, Inc. (“Dixon”) entered into an agreement (“Design Agreement”) for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

WHEREAS, Dixon performed the services set forth in the Design Agreement; and

WHEREAS, Dixon and the County subsequently identified design and construction management tasks were not performed, or which were not performed in accordance with the appropriate engineering standard; and

WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Design Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes; and

WHEREAS, Dixon and the County have negotiated the attached Settlement Agreement and Release whereby the County will agree to release its claims against Dixon arising from the 2013 procurement in exchange for Dixon’s agreement to refund the County for design and construction management tasks either not performed, or which were not performed in accordance with the appropriate engineering standard, and reimburse the County for other attendant expenses; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of the attached Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Settlement Agreement and Release is hereby approved; and

BE IT FURTHER RESOLVED that the County Board Chairman, or his designee, the Superintendent of Public Works, is authorized to executed said Settlement Agreement and Release on behalf of the County of DuPage, together with such supplementary materials as necessary to carry out and implement the matters set forth therein.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD
Resolution

PW-R-0076-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Agreement”) made and entered into this ___ day of February, 2018 by and between the County of DuPage, a body politic and corporate with offices at 421 North County Farm Road, Wheaton, Illinois (“County”) and Dixon Engineering Inc., (hereinafter referred to as “Dixon”) a Michigan corporation, licensed to do business in Illinois, with offices at 1104 Third Avenue, Lake Odessa, Michigan, (collectively Dixon and the County are referred to hereafter as the “Parties,” and may be referred to individually as a “Party”).

Recitals.

A. WHEREAS, pursuant to Resolution PWp-012-13, the County and Dixon entered into an Agreement (“Agreement”) for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

B. WHEREAS, Dixon performed the services set forth in the Agreement; and

C. WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

D. WHEREAS, Dixon denies the County allegations regarding Dixon’s performance under the Agreement and further denies that County was injured as a consequence of Dixon’s services provided to the County; and

E. WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including but not limited to, the covenants and agreements hereinafter set forth, the undersigned parties agree as follows:

1. Dixon and County have agreed, for the purposes set forth in this Settlement Agreement, that upon execution of this Settlement Agreement, Dixon agrees to pay the County the amount of fifty-six thousand five hundred dollars ($56,500.00), which sum shall be paid by Dixon to the County in two (2) equal installments of twenty-eight
forever discharge the County, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which Dixon asserted, could have asserted or may assert in the future against the County arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

5. The Parties further agree that during the period of time in which Dixon is performing its obligations pursuant to Paragraphs 1-3, above, any and all statutes of limitations relating to any claim, or claims, the County may have against Dixon related to Dixon’s performance, including any alleged errors or omission and warranty claims, per the original Agreement are hereby suspended, extended, or otherwise held in abeyance until December 31, 2019, or such later date(s) as may be allowed by the Agreement or Illinois law, but further subject to their earlier Release and Discharge in accordance with paragraph 4, above. The County covenants and agrees to forbear the filing of any suit against Dixon prior to August 2, 2019, excepting in the event of Dixon’s default under this Agreement, and also subject to the earlier Release and Discharge thereof in accordance with paragraph 4, above.

6. County and Dixon further agree that nothing herein shall constitute, or be construed as, an admission of concession of liability by either party hereto of these contested claims.

7. County and Dixon represent that they have each read this Agreement, understands that it contains a mutual Release, has signed it voluntarily after consultation with counsel, and acknowledges that it is not entering into this Agreement on the basis of any promise or representation, express or implied, that is not set forth herein.

8. This Agreement set forth the entire agreement between County and Dixon, and there are no prior or contemporaneous oral or written representations, promises or agreements not expressly referred to herein. Any amendment, alteration of addition to this Agreement must be made in writing, dated and signed by the County and by Dixon. All words, phrases, sentences and paragraphs, including the recitals hereto, are material to the execution hereof.

9. This Agreement may be signed in counterpart, and each executed copy shall be a counterpart original, of full force and effect, and enforceable against the party executing the counterpart, but all Counterparts, together, shall constitute one and the same instrument.
thousand two hundred fifty dollars ($28,250), the first installment payable on or before August 1, 2018 and the second installment payable on or before August 1, 2019.

2. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereby waive, relinquish and forgo its charge and fee for work previously completed by Dixon for the County of DuPage involving the remote inspection of the 1.2 MG water tank located at the DuPage County Governmental Campus, Wheaton Illinois; which work was undertaken pursuant to County Purchase Order (PO) 2321-0001 by Dixon acting as a sub-consultant (sub-contractor) to Rempe-Sharpe & Associates, Inc..

3. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereafter prepare documents for a project to remove the existing failing exterior system and to recoat the exterior surfaces of the County’s Rosewood Water Tower, located at 10 S 480 Route 83, Hinsdale, Illinois. More specifically, Dixon shall prepare all technical specifications and drawings, including Performance based requirements for containment of debris and waste disposal of tower’s existing lead based coating system per Illinois EPA’s requirements using SSPC Guide 6. The County shall prepare the front-end bid document forms (e.g., standard conditions, contract, disclosure forms, and ethics statements). The foregoing work shall be completed, and all work tendered to the County, on or before December 31, 2018. It is expressly understood by the Parties that Dixon is not required to perform construction management or construction inspections during the mitigation project work. Dixon shall not assume responsibility or be assigned as responsible generator of waste, hazardous or non-hazardous.

4. Upon Dixon’s satisfactory completion of all obligations set forth in the preceding Paragraphs 1-3, above, the Parties agree to a mutual release of any and all claims each Party may have against the other Party as set forth hereafter:

A. County, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and forever discharge Dixon, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which County asserted or could have asserted against Dixon arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

B. Dixon, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and
10. The validity, construction and enforceability of this Agreement shall be construed under and governed by the laws of the State of Illinois.

COUNTY OF DU PAGE

By: ____________________________
   Daniel Cronin, Chairman

ATTEST:

By: ____________________________
   Paul Hinds, County Clerk

DIXON ENGINEERING INC.

By: ____________________________
   President
   
   ATTEST:

By: ____________________________
   Name:
   Title:
WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation and Public Works Committees recommend County Board approval for the issuance of a contract to Buchanan Energy (N), LLC, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Buchanan Energy (N), LLC, 7315 Mercy Road, Omaha, Nebraska 68124, for a contract total not to exceed $1,347,400.00 (Division of Transportation - $800,000.00/ Public Works - $475,000.00/ Facilities Management - $72,400.00), per renewal option under bid award 16-043-BF, second of three options to renew.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td><strong>CONTRACT TERM</strong></td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td><strong>REQUESTING DEPT.</strong></td>
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<tr>
<td>$1,347,400.00</td>
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</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
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</thead>
<tbody>
<tr>
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<td>Completed</td>
<td>01/26/2018 11:16 AM</td>
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<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>01/26/2018 11:36 AM</td>
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<tr>
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<td>Completed</td>
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<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
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<td>Tim Harbaugh</td>
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<tr>
<td>Paul Rafac</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>02/27/2018 10:00 AM</td>
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</table>
# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Buchanan Energy (N) LLC  
  **Vendor #:** 24431
- **Attn:** Matthew Atkins  
  **Email:** matkins@buchananenergy.com
- **Address:** 7315 Mercy Road  
  **City:** Omaha  
  **State:** NE  
  **Zip:** 68124
- **Phone:** 630-509-2051  
  **Fax:** 866-460-7283

**Send Payments To:**
- **Vendor:** Buchanan Energy (N) LLC  
  **Vendor #:** 24431
- **Attn:** Email: 
- **Address:** 7315 Mercy Road  
  **City:** Omaha  
  **State:** NE  
  **Zip:** 68124
- **Phone:** 630-509-2051  
  **Fax:** 866-460-7283

**Send Invoices To:**
- **Dept:** Division of Transportation  
  **Division:** Fleet Maintenance
- **Attn:** Kathy Cucio  
  **Email:** kathy.black@dupageco.org
- **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6892  
  **Fax:**

**Ship To:**
- **Dept:** Division of Transportation  
  **Division:** Fleet Maintenance
- **Attn:** Joe Bechtold  
  **Email:** joseph.bechtold@dupageco.org
- **Address:** 180 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187
- **Phone:** 630-407-6931  
  **Fax:** 630-407-6962

**Payment Terms:** F.O.B.

**PO 20 Delivery Date:**

**Requisitioner:** Darcie Garza, CPPB

**Use for POQs only:**

<table>
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<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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<td>53300</td>
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<td></td>
<td>2,400.00</td>
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**Requisition Total:** $1,347,400.00

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL FOR THE PERIOD APRIL 1, 2018 THROUGH MARCH 31, 2019 PER LOW BID OPTION TO RENEW #16-043 GROUP 1 (DOT) AND GROUP 3 (FM)

THIS IS THE SECOND OF THREE OPTIONAL RENEWALS

DOLLAR VALUE IS ESTIMATED. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS, WITH ITEMS AND QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED.

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

SEND COMPLETED APPROVED PO TO MATTHEW ATKINS

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

| FY2018 1500-3520-52260 | $500,000.00 |
| FY2019 1500-3520-52260 | $300,000.00 |

DT-P-0034-18
- Public Works - 02/20/18
- Transportation - 02/20/18
- Finance - 02/27/18
- County Board - 02/27/18

Attachment: Buchanan Energy (N), LLC - Requisition (DT-P-0034-18 : Buchanan Energy (N), LLC)
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Buchanan Energy, LLC</th>
<th><strong>Contract Term:</strong> 4/1/2018 - 3/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 24431</td>
<td><strong>Contract Total:</strong> $1,347,400.00</td>
</tr>
</tbody>
</table>

**Dept:** Transportation  
**Contact:** Joe Bechtold  
**Phone:** 630-407-6931  
**Assigned Committee:** Transportation

**Description of Procurement/Scope of Work/Background:** To furnish and deliver Gasoline and Diesel Fuel, for a contract total, not to exceed, $1,347,400.00.

**Reason for Procurement:** To provide Gasoline and Diesel fuel for County owned and operated vehicles and equipment.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3520-52260 (DOT) 2000-2665-52260 (PW) 1000-1100-52260,53300 (FM)
- [ ] Budget Transfer (Date) __________ Add’l Information

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # 16-043-BF  
  - [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-1025 (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 RESPONSIBILE, BID #

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Jan 22, 2018</th>
<th>DG, CPPB</th>
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<table>
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<tr>
<th>Date</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
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<tbody>
<tr>
<td>1/24/18</td>
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**REVIEWED BY (Initials Only)**

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<thead>
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<th>Buyer</th>
<th>1/31/18</th>
<th>Procurement Officer</th>
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<tbody>
<tr>
<td>Date</td>
<td>2-1-18</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>2-13-18</th>
<th>Chairman's Office</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
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</table>

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Buchanan Energy (N) LLC, 7315 Mercy Rd, Omaha, NB 68124 herein after called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a 1st Renewal Contract, pursuant to low bid #16-043 which became effective April 1, 2017, and which expires March 31, 2018. The contract is subject to a 2nd option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract #16-043.

The contract renewal becomes effective April 1, 2018 and expires March 31, 2019 contingent upon any applicable Parent Committee and Board approval.

BUCHANAN ENERGY (N) LLC.
Signature on File

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addison Mahone</td>
<td>1/18/2018</td>
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</table>

COUNTY OF DUPAGE
Signature on File

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenda Vasak</td>
<td>2/5/18</td>
</tr>
</tbody>
</table>

BUYER II

Business Development Manager
PRINTED TITLE
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: Jan 29th, 2018

Bid/Contract/PO #: 16-043

Company Name: Buchanan Energy
Contact Phone: 1(312)796-4693

Company Contact: Adarion Mahone
Contact Email: Amahone@buchananenergy.com

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

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

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

![NONE (check here) - If no contributions have been made](image)

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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</thead>
<tbody>
<tr>
<td>Tim Elliot</td>
<td>Chicago SPE (N) Inc</td>
<td>Cashier Check</td>
<td>$5,000</td>
<td>Mar 17, 2016</td>
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</table>

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

Authorized Signature: [Signature on File]

Printed Name: Adarion Mahone

Title: Business Development Manager

Date: January 29, 2018

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Other Action Item

17-18-290

Request for three (3) Public Works staff (one (1) Water Operator and two (2) Wastewater Operators) to travel to Springfield, Illinois on March 20-21, 2018 to attend the WATERCON 2018 Conference. The Conference covers potable water, wastewater, and stormwater issues, along with several technical presentations and numerous exhibits. Expenses to include: registration, lodging, meals, and gas for an approximate overall cost of $1,620.00

Name: [Redacted] Title: [Redacted]

Department: Public Works Committee

Request Date: February 15, 2018 Account Code: 2000-2665-53510

Purpose of Trip: (explain fully the necessity of making the trip)

American Water Works Association’s “WATERCON 2018” to be held in Springfield, IL on March 20-21, 2018. This conference covers potable water, wastewater and stormwater issues, technical presentations, and exhibits. This conference will be beneficial to introduce any advancements in the industry.

Destination: Springfield, Illinois

Date of Departure: March 20, 2018 Date of Return Arrival: March 21, 2018

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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<td>Transportation</td>
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<td>Lodging</td>
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<td>Rental Car</td>
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<td>Gas</td>
<td>$60.00</td>
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<td>Meals: (Per Diems)</td>
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<tr>
<td>Total</td>
<td>$1,620.00</td>
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</table>

Reviewed by and Date Approved

Angela Bendinelli Completed 02/15/2018 3:11 PM
Nick Kottmeyer Completed 02/15/2018 3:12 PM
Public Works Committee Pending 02/20/2018 9:15 AM
County Board Pending 02/27/2018 10:00 AM
MEMORANDUM

DATE: February 15, 2018
TO: James Healy, Chairman
    Members of the Public Works Committee
FROM: Nick Kottmeyer, Director
RE: Approval to attend the WATERCON 2018 Conference

Authorization is requested to send one (1) Water Operator and two (2) Wastewater Operators to the WATERCON 2018 Total Water Conference held March 20-21, 2018 in Springfield, Illinois. This conference covers potable water, wastewater and stormwater issues, along with several technical presentations and numerous exhibits.

The cost for the conference is:

- Registration: $200.00 x 3 = $600.00
- Hotel: 1 night $200.00 x 3 = $600.00
- Per Diem: $120.00 x 3 = $360.00
- Gas: $60.00

TOTAL..........................$1,620.00
### Tuesday, March 20 | Operators Day

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<tr>
<td>8:00 am – 12:00 pm</td>
<td>Management – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Water Treatment</td>
</tr>
<tr>
<td>8:00 am – 1:00 pm</td>
<td>Women In Water (all are welcome)</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Operator &amp; Small Systems Track – Meet the IEPA</td>
</tr>
<tr>
<td>10:00 am – 5:00 pm</td>
<td>Operator &amp; Small Systems Track</td>
</tr>
<tr>
<td>10:30 am – 2:00 pm</td>
<td>Engineering – Wastewater</td>
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<tr>
<td>12:00 – 12:30 pm</td>
<td>Box Lunch</td>
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<tr>
<td>1:00 – 5:00 pm</td>
<td>Engineering – Water</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Asset Management – Water and Wastewater</td>
</tr>
<tr>
<td>3:00 – 5:00 pm</td>
<td>Treatment – Wastewater</td>
</tr>
<tr>
<td>5:00 – 6:00 pm</td>
<td>Meet &amp; Greet Exhibit Hall Reception</td>
</tr>
<tr>
<td>6:00 – 8:00 pm</td>
<td>Women In Water Adventure Activity</td>
</tr>
</tbody>
</table>

### Wednesday, March 21 | Retirees Day

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Stormwater Management</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Asset Management – Water</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Engineering – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 – 11:30 am</td>
<td>Operator Testing Prep – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Safety and Security</td>
</tr>
<tr>
<td>8:00 am – 4:30 pm</td>
<td>Water Distribution</td>
</tr>
<tr>
<td>8:30 – 10:00 am</td>
<td>Junior Science Fair Presentations</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Bullet Journalling</td>
</tr>
<tr>
<td>9:00 am – 4:30 pm</td>
<td>Workforce Development &amp; Mentoring</td>
</tr>
<tr>
<td>10:00 am – 4:30 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 2:00 pm</td>
<td>Fuller Award Lunch</td>
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<tr>
<td>12:00 – 12:30 pm</td>
<td>Operators Testing Lunch (Long 9 Buffet)</td>
</tr>
<tr>
<td>1:00 – 6:00 pm</td>
<td>EPA Administered Operator Tests – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>2:00 – 4:00 pm</td>
<td>Tour of CWLP Treatment Plant</td>
</tr>
<tr>
<td>2:00 – 4:30 pm</td>
<td>Source Water</td>
</tr>
<tr>
<td>3:00 – 4:30 pm</td>
<td>Water Loss</td>
</tr>
<tr>
<td>3:00 pm</td>
<td>Meter Madness</td>
</tr>
<tr>
<td>4:00 pm</td>
<td>Hydrant Hysteria</td>
</tr>
<tr>
<td>5:00 pm</td>
<td>Tapping Competition</td>
</tr>
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</table>

### Thursday, March 22

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
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</thead>
<tbody>
<tr>
<td>7:30 – 9:00 am</td>
<td>Installation of Officers and Awards Breakfast</td>
</tr>
<tr>
<td>9:00 am – 12:00 pm</td>
<td>Regulatory Session</td>
</tr>
</tbody>
</table>

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**Water Operator License Credits Information**

All technical sessions, and Exhibit Hall Stretch Your Education sessions qualify unless stated otherwise. Water, wastewater, and stormwater courses apply for water operator renewal training credit. Sessions are 30 minutes in duration unless otherwise noted.

**Engineering License Credit Information**

All sessions apply for Engineering Professional Development Hours.
1. CALL TO ORDER

9:15 AM meeting was called to order by Chair James Healy at 9:15 AM.

2. ROLL CALL

PRESENT:  Grasso, Healy, Larsen, Noonan
ABSENT:   Fichtner, Grant

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Public Works Committee - Regular Meeting - Jan 16, 2018 9:15 AM

RESULT:  ACCEPTED [UNANIMOUS]
MOVED:   Sean T Noonan, Vice Chair
SECOND:  Robert L Larsen, District 6
AYES:    Grasso, Healy, Larsen, Noonan
ABSENT:  Fichtner, Grant

4.A Packet Pg. 84 Minutes Acceptance: Minutes of Feb 6, 2018 9:15 AM (Approval of Minutes)

B. New Business

Director Kottmeyer presented Regulatory Manager Phillip with a 20 Year Anniversary Award. Greg has been instrumental in the success of the Drainage Division.

5. BUDGET TRANSFERS

The motion was to combine and approve the Budget Transfers as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. Budget Transfers -- Budget Transfer – Drainage - $20,000.00 – Budget transfer for cost share with Public Works and Stormwater on Xylem Water Solutions pump purchase.

B. Budget Transfers -- Budget Transfer – Public Works - $20,000.00 – Residents have begun to take advantage of the County’s overhead sewer program. Budget transfer is to cover reimbursement costs to residents for installing overhead sewers.

C. Budget Transfers -- Budget Transfer – Facilities Management - $40,397.00 – Budget transfer to Drainage to cover Oct/Nov labor charges from Public Works.

6. CONSENT ITEMS

A. Consent Item -- Phoenix Systems & Service - Contract Extension

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

7. CLAIMS REPORT

A. Payment of Claims -- Public Works, Drainage, Facilities Management

The motion was to combine and approve the Claims Reports as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

8. JOINT PURCHASING AGREEMENT
A. PW-P-0047-18 Recommendation for the approval of a contract purchase order to Supply Works, for janitorial supplies, as needed, for Public Works, for the period January 1, 2018, through, October 31, 2020, for a total contract amount not to exceed $45,000.00. Contract pursuant to the Intergovernmental Cooperation Act US Communities Contract #17-21.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. PW-P-0046-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of one (1) 2018 Ford Transit 250 van, for Public Works, for a contract total amount not to exceed $26,114.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

C. FM-P-0038-18 Recommendation for the approval of a contract purchase order to F.H. Paschen, S.N. Nielsen & Assoc. LLC, for General Governmental Services Contracting (GGSC), for on-call repair and construction services for County facilities, for Facilities Management, for the period February 14, 2018 through August 20, 2019, for a total contract amount not to exceed $475,000.00, per 30 ILCS 525 (Village of Lakemoor RFP NO. 17-RFP-512)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

D. PW-P-0039-18 Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2018 Ford F-350 Super Cab 4x4 truck, for Public Works, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act [State of Illinois]
RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

E. FM-P-0040-18 Recommendation for the approval of a contract purchase order to Trane U.S. Incorporated, to provide an AdaptiView Control Panel Upgrade for chiller #3 at the Power Plant, for Facilities Management, for the period February 14, 2018 through November 30, 2018, for a total contract amount not to exceed $60,000.00. Contract pursuant to the Intergovernmental Cooperation Act U.S. Communities #15-JLP-023

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

F. FM-P-0041-18 Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc., for roof inspection, preventive maintenance and minor repair as needed for campus roofs, for Facilities Management, for the period February 14, 2018 through February 28, 2019, for a contract total amount not to exceed $122,718.82. Contract pursuant to the Intergovernmental Cooperation Act National IPA #R132205

The motion was to combine and approve Joint Purchasing Agreement Items 8B. through 8F. as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

9. LOW QUOTE
The motion was to combine and approve the Low Quotes as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. 2018-58 Recommendation for the approval of a contract purchase order to LAI, Ltd., to furnish and deliver three (3) Safe-Tank double wall high density cross-linked polyethylene tanks, for Public Works, for a contract total amount not to exceed $24,945.00, per low quote 18-021-JM

B. 2018-59 Recommendation for the approval of a contract purchase order to Elmhurst Chicago Stone, for the disposal of uncontaminated soil due to sewer and water main repairs, for Public Works, for the period February 6, 2018 through February 5, 2019, for a total contract amount not to exceed $23,000.00, per E-Quote 18-010-JM (Other than lowest responsible quote)

C. 2018-60 Recommendation for the approval of a contract purchase order to PAHCS II/Northwestern Medicine Occupational Health, to provide comprehensive post offer physicals and functional job screening, for Facilities Management, for the two year period March 24, 2018 through March 23, 2020, for a total contract amount not to exceed $11,000.00, per low quote #17-197-JM

D. 2018-61 Recommendation for the approval of a contract purchase order to Columbia Pipe & Supply Co. for Fifty Six 4-inch butterfly valves for Woodridge Greene Valley aeration tank for Public Works, for a contract total amount not to exceed $6,654.48, per low quote Q18-012JM

10. SOLE SOURCE

A. 2018-62 Recommendation for the approval of a contract purchase order to Corrpro Companies, Inc., to furnish and install two (2) cathodic protection systems for pump stations, for the Judicial Office Facility, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $23,175.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – equipment consistency for maintenance

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

11. BID AWARD
A. FM-P-0042-18 Recommendation for the approval of a contract purchase order to Butler Chemicals Co., Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for a three year period, February 14, 2018 through February 13, 2021 for a contract total amount not to exceed $105,000.00, per lowest responsible bid #18-018-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

12. ACTION ITEMS

A. Action Item -- Recommendation to reject all bids received for Bid #18-007-DT, Northern Campus Tree Program, bid opened January 19, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. DT-R-0058-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE services for the Division of Transportation and Department of Public Works, for an estimated County cost of $62,000.00 (Division of Transportation - $40,000.00/ Public Works - $22,000.00)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Grasso, District 3
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

13. OLD BUSINESS

14. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:37 AM.
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1960-1 SERV
Original Purchase Order Date: Aug 28, 2016
Change Order #: 4
Department: Facilities Management
Vendor Name: Fox Valley Hie & Safety Company, Inc.
Vendor #: 11067
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53300 $11,608.84, line 4 1500-3510-53300 $50.00, line 5 2000-2555-53300 $12,632.50, line 6 2000-2665-53300 $2,750.00 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A. Starting contract value: $123,445.00
B. Net $ change for previous Change Orders
C. Current contract amount (A + B): $123,445.00
D. Amount of this Change Order: ☐ increase ☒ Decrease ($27,041.34)
E. New contract amount (C + D): $96,403.66
F. Percent of current contract value this Change Order represents (D / C): 29.1%
G. Cumulative percent of all Change Orders (B + D/A): (60% maximum on construction contracts) 91%

DECISION MEMO NOT REQUIRED

☑ Cancel entire order
☐ Close Contract
☒ Contract Extension (29 days)
☐ Change budget code from: ___________________________ to: ___________________________
☐ Increase/Decrease quantity from: ___________________ to: _________________________
☐ Price shows: ___________________ should be: _________________________
☒ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

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

KB 5695 Feb 5, 2018 Recommended for Approval (Initials) Phone Ext Date
Prepared By (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer: ___________________ Date: 2/12/18
Procurement Office: ___________________ Date: 2/12/18

Chief Financial Officer: ___________________ Date: 
Chairman's Office: ___________________ Date: 

CONSENT AGENDA
FEB 27 2018
Packet Pg. 90
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2230-1 SERV</th>
<th>Original Purchase Order Date: Oct 1, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: CenterPoint Energy Services, Inc.</td>
<td>Vendor #: 19425</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:** Change order to decrease line 1 1000-1100-53200 $42,668.26, line 2 1200-2045-53200 $11,020.33 and close contract.

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

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

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$525,000.00</td>
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<tr>
<td>Net $ change for previous Change Orders</td>
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</tr>
<tr>
<td>Current contract amount (A+B)</td>
<td>$525,000.00</td>
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<tr>
<td>Amount of this Change Order</td>
<td>$(533,688.59)</td>
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<tr>
<td>New contract amount (C+D)</td>
<td>$471,311.41</td>
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<tr>
<td>Percent of current contract value this Change Order represents (D/C)</td>
<td>-10.23%</td>
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<tr>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-10.23%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**Reviewed**

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Phone Ext</th>
<th>Date</th>
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<td>2-6818</td>
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**Recommended for Approval**

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**Reviewed by (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
<td></td>
<td>2-18-18</td>
<td></td>
<td>2-13-18</td>
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</table>

**Finance**

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

**CONSENFIGENDA**

- [ ] FEB 27 2018

**Received**

2018-FEB-5 AM 8:57

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 2141-1 SERV  Original Purchase Order Date: Nov 2, 2016  Change Order #: 1  Department: Facilities Management

Vendor Name: Home Depot U.S.A., Inc.  Vendor #: 11219  Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $6,436.03, line 2 $1,056.62, line 3 $200.00, line 4 $47.53, line 5 $4,932.91, line 6 $218.18 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $24,500.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $24,500.00 |
| D | Amount of this Change Order | Decrease ($12,891.27) |
| E | New contract amount (C + D) | $11,608.73 |
| F | Percent of current contract value this Change Order represents (D / C) | -52.62% |
| G | Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts) | -52.62% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB  5695  Feb 7, 2018  6818  2-06-2018
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

☐ Buyer  2/12/18  2/14/18
☐ Chief Financial Officer
(Decision Memos Over $25,000)  Date  Chairman's Office
(Decision Memos Over $25,000)  Date
## Request for Change Order
### Procurement Services Division

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2292-1 SERV</th>
<th>Original Purchase Order Date: Jan 26, 2017</th>
<th>Change Order #: 4</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Name:</strong> Prism Mechanical Corp.</td>
<td><strong>Vendor #: 11249</strong></td>
<td><strong>Dept Contact:</strong> Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

Change order to decrease line 1 $4,983.02, line 3 $5,654.87, line 6 $9,475.30 and close contract.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$60,000.00</th>
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</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$85,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease (20,113.19)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$64,886.81</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-23.65%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>8.14%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

---

**Prepared By:** (Initials) 5695

**Date:** Feb 7, 2018

**Phone Ext:** 16818

**Recommended for Approval (Initials):** 2-8-2018

**Phone Ext:** 2-14-18

**Buyer:** (Initials) 2-13-18

**Procurement Officer:** 2-14-18

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

**Chairman's Office:** (Decision Memos Over $25,000)

**Date:**

---

**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**

---

**Attachment:** Prism Mechanical - CO (17-18-271 : FM-Prism Mechanical Corp)
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2047-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Dec 1, 2016</th>
<th>Change Order #:</th>
<th>1</th>
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</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Red Wing Brands of America Inc</td>
<td>Vendor #:</td>
<td>10549</td>
<td>Department:</td>
<td>Facilities Management</td>
</tr>
<tr>
<td>Dept Contact:</td>
<td>Katie Boffa</td>
<td>Background and/or Reason for Change Order Request:</td>
<td>Change order to decrease line 1 $3,216.38, line 2 $4,849.61, line 3 $2,300.00, line 4 $4,763.19, line 5 $1,105.30, line 6 $495.06 and close contract.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**INCREASE/DECREASE**

| A | Starting contract value | $46,000.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $46,000.00 |
| D | Amount of this Change Order | Decrease |
| E | New contract amount (C + D) | ($16,729.54) |
| F | Percent of current contract value this Change Order represents (D / C) | -36.37% |
| G | Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) | -36.37% |

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [x] Consent Only
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance
- [ ] Price shows: __________________________ should be: __________________________

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Feb 7, 2018</th>
<th>681B</th>
<th>2-8-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Bay</th>
<th>2/12/18</th>
<th>9m</th>
<th>2-14-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONSENT AGENDA**

FEB 7 2018

Packet Pg. 94
## Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2048-1 SERV</th>
<th>Original Purchase Order Date: Nov 13, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Tee Jay Service Company, Inc.</td>
<td>Vendor #: 11358</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

- Change order to decrease line 1 $19,329.68, line 2 $356.00 and close contract.

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

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

### INCREASE/DECREASE

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

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

### Reviewed By (Initials Only)

<table>
<thead>
<tr>
<th></th>
<th>Phone Ext</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
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<td>5695</td>
<td>Feb 7, 2018</td>
</tr>
<tr>
<td></td>
<td>6816</td>
<td>2-8-2018</td>
</tr>
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</table>

### Consent Agenda

- FEB 27 2018

**CONSENT AGENDA**

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

**Procurement Services Division**

Attach copies of all prior Change Orders

### Purchase Order #:
2024-1 SERV

### Original Purchase Order Date:
Oct 1, 2016

### Change Order #:
3

### Department:
Facilities Management

### Vendor Name:
Wheaton Sanitary District

### Vendor #:
10037

### Dept Contact:
Katie Bofa

### Background and/or Reason for Change Order Request:
Change order to decrease line 1 $9,474.77, line 2 $4,331.32 and close contract.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$280,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$430,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($13,806.09)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$416,193.91</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-3.21%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (F+D/A) (60% maximum on construction contracts)</td>
<td>48.64%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Feb 7, 2018</th>
<th>x 6818</th>
<th>2-8-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
</tr>
<tr>
<td>Buyer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

**Consent Agenda**

2019 FEB 8 PM 2:47
**Request for Change Order**

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>315-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Nov 1, 2014</th>
<th>Change Order #:</th>
<th>1</th>
</tr>
</thead>
</table>

**Vendor Name:** Atlas Copco Compressors LLC  
**Vendor #:** 12071  
**Department:** Facilities Management  
**Dept Contact:** Katie Boffa

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

Change order to decrease line 1 $5,874.97, line 3 $4,125.03 and close contract.

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

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

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$34,750.18</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$34,750.18</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ Increase</td>
<td>□ Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$24,750.18</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D/C)</td>
<td>-28.78%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D)/A; (60% maximum on construction contracts)</td>
<td>-28.78%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

- □ Change budget code from: ____________________ to: ____________________
- □ Increase/Decrease quantity from: ____________________ to: ____________________
- □ Price shows: ____________________ should be: ____________________

- □ Decrease remaining encumbrance and close contract
- □ Increase encumbrance and close contract
- □ Decrease encumbrance
- □ Increase encumbrance

**DECISION MEMO REQUIRED**

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

---

**KB** 5695  
**Prepared By (Initials):**  
**Phone Ext:**  
**Date:** Feb 7, 2018

**REVIEWED BY (Initials Only):**

- **Buyer:**  
  **Date:** 2/12/18  
  **Procurement Officer:**  
  **Date:** 2-14-18

- **Chief Financial Officer:**  
  **Date:**  
  **Chairman’s Office:**  
  **Date:**

---

**Packet Pg. 97**

**CONSENT AGENDA**

**RECEIVED**

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2287-1 SERV  Original Purchase Order Date: Feb 11, 2015  Change Order #: 4
Department: Facilities Management

Vendor Name: Brown and Root Industrial Services, LLC  Vendor #: 26144
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request: Change order to decrease line 1 $1,099.42, line 2 $72,605.14 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A | Starting contract value | $365,000.00 |
| B | Net $ change for previous Change Orders | 0.00 |
| C | Current contract amount (A + B) | $365,000.00 |
| D | Amount of this Change Order | Decrease ($73,704.56) |
| E | New contract amount (C + D) | $291,295.44 |
| F | Percent of current contract value this Change Order represents (D / C) | -20.19% |
| G | Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) | -20.19% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB 5695  Feb 7, 2018  x6818  2-B-2018
Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

REVIEWED BY (Initials Only)

Buyer:  2-13-18  gm  2-14-18
Procurement Officer:

Chief Financial Officer (Decision Memos Over $25,000)  Date: Chairman's Office (Decision Memos Over $25,000)  Date:

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 98
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Feb 7, 2018
MinuteTraq (IQM2) ID #: 11973

Purchase Order #: 2312-1 SERV
Original Purchase Order Date: May 11, 2016
Change Order #: 2
Department: Facilities Management
Vendor Name: Brown and Root Industrial Services, LLC
Vendor #: 26144
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 2 $27,687.59 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A  Starting contract value $250,000.00
B  Net $ change for previous Change Orders $0.00
C  Current contract amount (A + B) $250,000.00
D  Amount of this Change Order □ Increase □ Decrease ($27,687.59)
E  New contract amount (C + D) $222,312.41
F  Percent of current contract value this Change Order represents (D / C) -11.08%
G  Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) -11.08%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB 5695 Feb 7, 2018 2-8-2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

☑ 2-3-18 8m
Buyer Date Procurement Officer Date

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

Finance

2018 EE-6 PM 2:46

CONSENT AGENDA

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order  
Procurement Services Division  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1963-1 SERV</th>
<th>Original Purchase Order Date: Aug 5, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Builders Chicago Corporation</td>
<td>Vendor #: 11624</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept Contact: Katie Boffa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request: Change order to decrease line 1 1000-1100-53300 $45,468.50, line 2 1500-3510-53300 $24,022.21 and close contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A Starting contract value</th>
<th>$90,871.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$90,871.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$21,380.29</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-76.47%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (3+D/A); (60% maximum on construction contracts)</td>
<td>-76.47%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Change budget code from: to: 
- [ ] Increase/Decrease quantity from: to: 
- [ ] Price shows: should be: 
- [X] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

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

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Feb 2, 2018</th>
<th>x 6818</th>
<th>2-2-2018</th>
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<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
<td></td>
<td>2-13-18</td>
<td></td>
<td>2-14-18</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 2023-1 SERV
Original Purchase Order Date: Oct 1, 2016
Change Order #: 2
Department: Facilities Management
Vendor Name: City of Wheaton
Vendor #: 10074
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53220 $4,716.11, line 2 1200-2045-53220 $7,848.84 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

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

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days) ☑ Consent Only
☐ Change budget code from: __________________________ to: __________________________
☐ Increase/Decrease quantity from: __________________________ to: __________________________
☐ Price shows: __________________________ should be: __________________________
☒ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: __________________________ to: __________________________
☐ Increase ≥ $2,500,000, or ≥ 10%, of current contract amount ☐ Funding Source __________________________
☐ OTHER - explain below: __________________________________________________________

KB 5695
Feb 2, 2018
Recommended for Approval (Initials)
Phone Ext
Date

REVIEWED BY (Initials Only)

☐ 2/13/18
☐ 2/14/18

Chief Financial Officer
(Decision Memos Over $25,000)
Date
Chairman's Office
(Decision Memos Over $25,000)
Date

CONSENT AGENDA
FEB 27, 2013
Packet Pg. 101
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:1915-1 SERV</th>
<th>Original Purchase Order Date: Jul 15, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Charles Equipment Energy Systems LLC</td>
<td>Vendor #: 11365</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1100-1100-53300 $35,055.21, line 2 1100-1300-53300 $2,728.63, line 3 1500-3510-53300 $3,130.13 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$76,800.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$76,800.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>☑ Decrease $40,913.97</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$35,886.03</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-53.27%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>-53.27%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB 5695
Prepared By (Initials): 5EB 2-2-2018
Phone Ext: x6818

REVIEWED BY (Initials Only)

Buyer: 2/13/18
Procurement Officer: 2-14-18
Date: 2/14-18
Date: 2-14-18

Chief Financial Officer
(Decision Memos Over $25,000)
Date: 2/14-18
Chairman's Office
(Decision Memos Over $25,000)
Date: 2/14-18

CONSENT AGENDA
FEB 2 7 2018
Packet Pg. 102

REV 1.6
**Request for Change Order**

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 1957SERV</th>
<th>Original Purchase Order Date: Aug 18, 2016</th>
<th>Change Order #: 4</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: CDW-Government</td>
<td>Vendor #: 10667</td>
<td>Dept Contact: Amy Arlowe/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Decrease and close contract.

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

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

### INCREASE/DECREASE

| A | Starting contract value | $35,000.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $35,000.00 |
| D | Amount of this Change Order | Decrease |
| E | New contract amount (C + D) | $22,945.28 |
| F | Percent of current contract value this Change Order represents (D / C) | -34.44% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -34.44% |

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**Recommended for Approval**

- Prepared By (Initials): __________
- Phone Ext: 681B
- Date: 2/2/2018

**Reviewed By (Initials Only)**

- Buyer: __________
- Date: __________
- Procurement Officer: __________
- Date: __________

- Chief Financial Officer (Decision Memos Over $25,000): __________
- Date: __________
- Chairman's Office (Decision Memos Over $25,000): __________
- Date: __________
# Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2066SERV</th>
<th>Original Purchase Order Date: Sep 16, 2016</th>
<th>Change Order #: 4</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Chellino Crane Inc</td>
<td>Vendor #: 20729</td>
<td>Dept Contact: Amy Arlowe/Dawn Carbine</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Decrease and close contract.

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

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

### INCREASE/DECREASE

| A  | Starting contract value | $20,000.00 |
| B  | Net $ change for previous Change Orders | |
| C  | Current contract amount (A + B) | $20,000.00 |
| D  | Amount of this Change Order | Decrease | ($10,494.56) |
| E  | New contract amount (C + D) | $9,505.44 |
| F  | Percent of current contract value this Change Order represents (D/C) | -52.47% |
| G  | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -52.47% |

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

**Prepared By (Initials):** [Initials]
**Phone Ext:** 6818
**Date:** 2/2/2018

**Recommended for Approval (Initials):** [Initials]
**Phone Ext:** 6818
**Date:** 2/2/2018

**Reviewed By (Initials Only):**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Initials]</td>
<td>2/12/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Initials]</td>
<td>2/2/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Initials]</td>
<td>2/2/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Initials]</td>
<td>2/2/2018</td>
</tr>
</tbody>
</table>

**Consent Agenda:**

**Packet Pg. 104**

**Rev 1.6**

**Attachment:** Chellino Crane - CO (17-18-282 : PW Chellino Crane Inc)
# Request for Change Order

**Procurement Services Division**

*Attach copies of all prior Change Orders*

**Purchase Order #:** 15995ERV  
**Original Purchase Order Date:** Jan 12, 2016  
**Change Order #:** 1  
**Department:** Public Works  
**Vendor Name:** Hewlett Packard Enterprises Co  
**Vendor #:** 23068  
**Dept Contact:** Amy Arlowe/Dawn Carbone  

**Background and/or Reason for Change Order Request:** Decrease and close contract.

---

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>Decrease ($33,549.09)</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$26,450.91</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-55.92%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-55.92%</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

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

---

### DECISION MEMO REQUIRED

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

---

**Prepared By (Initials) :**  
**Phone Ext:** x 6818  
**Date:** 2/2/2018  
**Recommended for Approval (Initials) :**  
**Phone Ext:** x 6818  
**Date:** 2/2/2018  

**Reviewed By (Initials Only):**  
**Buyer:** [Signature]  
**Date:** 2/12/18  
**Procurement Officer:** [Signature]  
**Date:** 3-12-18  

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

**Chairman’s Office**  
**(Decision Memos Over $25,000)**  
**Date:**

---

**CONSENT AGENDA**

**FEB 27 2018**

---

**Packet Pg. 105**
### Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2622SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jun 20, 2017</th>
<th>Change Order #:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Central Sod Farms Inc</td>
<td>Vendor #:</td>
<td>10304</td>
<td>Dept Contact:</td>
<td>Amy Arlowe/Dawn Carbone</td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Decrease and close contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**
- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

### INCREASE/DECREASE

| A | Starting contract value | $15,670.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $15,670.00 |
| D | Amount of this Change Order | Decrease ($15,160.00) |
| E | New contract amount (C + D) | $510.00 |
| F | Percent of current contract value this Change Order represents (D / C) | -96.75% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -96.75% |

### DECISION MEMO NOT REQUIRED

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

- [ ] Change budget code from: ____________________________ to: ____________________________
- [ ] Increase/Decrease quantity from: ____________________________ to: ____________________________
- [ ] Price shows: ____________________________ should be: ____________________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

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

**Prepared By (initials):** JMK  
**Phone Ext:** 6818  
**Date:** 2/2/2018

**Recommended for Approval (initials):** JMK  
**Phone Ext:** 6818  
**Date:** 2/2/2018

**REVIEWED BY (Initials Only):**  
**Date:** 2/12/18

**Procurement Officer:** JMK  
**Date:** 2-12-18

**Chief Financial Officer:**  
**Date:** Chairman's Office  
**Date:** (Decision Memos Over $25,000) Date

---

**CONSENT AGENDA**  
**FEB 27 2018**  
**Packet Pg. 106**
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #: 2017SERV**
**Original Purchase Order Date:** Oct 1, 2016
**Change Order #: 2**
**Department:** Public Works

**Vendor Name:** ComEd
**Vendor #: 10023**
**Dept Contact:** Amy Arlowe/Dawn Carbone

**Background and/or Reason for Change Order Request:** Decrease and close contract.

---

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

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

---

**INCREASE/DECREASE**

| A | Starting contract value | $139,400.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $139,400.00 |
| D | Amount of this Change Order | Decrease |
| E | New contract amount (C + D) | $111,639.94 |
| F | Percent of current contract value this Change Order represents (D / C) | -19.91% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -19.91% |

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**Prepared By (Initials):** z8818  
**Phone Ext:** 2282  
**Date:** 2/2/2018

**Recommended for Approval (Initials):** 
**Phone Ext:**  
**Date:** 2/2/2018

---

**REVIEWED BY (Initials Only):**

**Buyer:**  
**Date:**  
**Procurement Officer:**  
**Date:** 2-14-18

---

**Chief Financial Officer**  
(Decision Memos Over $25,000)  
**Date:**  
**Chairman's Office**  
(Decision Memos Over $25,000)  
**Date:**
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Packet Pg. 108**

**Attachment:** HD Supply 11911 - CO (17-18-286 : PW HD Supply Waterworks Ltd)

---

## Purchase Order # 19655ERV

- **Original Purchase Order Date:** Aug 15, 2016
- **Change Order #:** 2
- **Department:** Public Works
- **Vendor Name:** HD Supply Waterworks LTD
- **Vendor #:** 12438
- **Dept Contact:** Amy Arlowe/Dawn Carbone

**Background and/or Reason for Change Order Request:** Decrease and close contract.

---

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

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

## INCREASE/DECREASE

| A | Starting contract value | $60,000.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $60,000.00 |
| D | Amount of this Change Order | $38,904.54 |
| E | New contract amount (C + D) | $21,095.46 |
| F | Percent of current contract value this Change Order represents (D / C) | -64.84% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -64.84% |

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**Prepared By (Initials):** [Signature]

**Phone Ext:** 6818

**Date:** 2/1/2018

**Recommended for Approval (Initials):** [Signature]

**Phone Ext:** 6818

**Date:** 2/1/2018

**Reviewed By (Initials Only):** [Signature]

**Date:** 2/13/18

**Procurement Officer:** [Signature]

**Date:** 2/13/18

**Chief Financial Officer**

**Date:** Chairman's Office

**Date:** Chairman's Office

**Decision Memos Over $25,000:**

---

**CONSENT AGENDA**

**Packet Pg. 108**
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

**Purchase Order #:** 2311-1 SERV  
**Original Purchase Order Date:** Jun 11, 2014  
**Change Order #:** 3  
**Department:** Facilities Management

**Vendor Name:** Brown and Root Industrial Services, LLC  
**Vendor #:** 26144  
**Dept Contact:** Katie Boffa

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

Change order to decrease line 1 $26,675.84 and close contract.

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

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

### INCREASE/DECREASE

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

### DECISION MEMO NOT REQUIRED

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

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from:
- [ ] Decrease remaining encumbrance and close contract

**KB 5695**  
**Phone Ext**  
**Feb 7, 2018**  
**Date**  
**Recommended for Approval (Initials)**  
**Phone Ext**  
**Date**  

**REVIEWED BY (Initials Only)**

**Buyer**  
**Date**  

**Procurement Officer**  
**Date**  

**Chancellor's Office**  
**Date**  

**Chief Financial Officer**  
**Date**  

**Finance**  
**Date**

2018 FEB - 8 PM 2:46

**CONSENT AGENDA**

**CONSENT AGENDA**

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Feb 7, 2018

MinuteTraq (IOM2) ID #: 11972

Purchase Order #: 2547-1 SERV
Original Purchase Order Date: Dec 14, 2016
Change Order #: 2
Department: Facilities Management

Vendor Name: Brown and Root Industrial Services, LLC
Vendor #: 26144
Dept Contact: Katie Bolfa

Background and/or Reason for Change Order Request:
Change order to decrease line 2 $174,754.42 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$275,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$275,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease ($174,754.42)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$100,245.58</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D/C)</td>
<td>-63.55%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>-63.55%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: ____________________________ to: ____________________________

☐ Increase/Decrease quantity from: ____________________________ to: ____________________________

☐ Price shows: ____________________________ should be: ____________________________

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

DECISION MEMO REQUIRED

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

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

☐ OTHER - explain below:
________________________________________________________

KB 5695 Feb 7, 2018 \[\times 681\] B 2-8-2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 2-13-18 Procurement Officer 2-14-18
Date

Chief Financial Officer (Decision Memos Over $25,000) 2018 FEB-8 PM 2:47
Date

Chairman's Office (Decision Memos Over $25,000) 2018 FEB-7 CONSENT AGENDA
Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
## Public Works
### Schedule of Claims
#### 2/20/2018

<table>
<thead>
<tr>
<th>Pay Vendor Name</th>
<th>Description</th>
<th>Check Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A T &amp; T</td>
<td>Phone Service</td>
<td>2/2/2018</td>
<td>$622.47</td>
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<tr>
<td>ANTARCTIC MECHANICAL SERVICES</td>
<td>Demolition &amp; piping</td>
<td>2/2/2018</td>
<td>$114,478.63</td>
</tr>
<tr>
<td>CAROLLO ENGINEERS INC</td>
<td>Master Plan - Engineering</td>
<td>2/2/2018</td>
<td>$46,065.58</td>
</tr>
<tr>
<td>CUMMINS NPOWER LLC</td>
<td>Pressure sensor</td>
<td>2/2/2018</td>
<td>$124.94</td>
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<td>Meggitt Training Systems, Inc.</td>
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</table>
Requisition under 25k dollars

2018-71
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>February 8, 2018</td>
<td>$22,500</td>
<td>THROUGH JUNE 30, 2020</td>
<td>PUBLIC WORKS</td>
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</table>

SOLICITATION METHOD FOR SOURCE SELECTION

- Angela Bendinelli: Completed 02/08/2018 1:05 PM
- Nick Kottmeyer: Completed 02/13/2018 11:30 AM
- Kathy Ostrowski: Completed 02/14/2018 9:06 AM
- James McGuire: Completed 02/14/2018 9:08 AM
- Paul Rafac: Completed 02/15/2018 1:51 PM
- Kathy Ostrowski: Completed 02/16/2018 12:03 PM
- Public Works Committee: Pending 02/20/2018 9:15 AM

Requisition under 25k dollars

2018-71
## Procurement Review Checklist
### Procurement Services Division

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

<table>
<thead>
<tr>
<th>Vendor: Walter E. Deuchler Associates, Inc.</th>
<th>Vendor #: 24327</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Sean Reese</td>
</tr>
<tr>
<td>Phone: 630-985-7400</td>
<td>Assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

### Contract Information
- **Contract Term:** Through 11/30/2020
- **Contract Total:** $22,500.00

### Description of Procurement/Scope of Work/Background
To provide engineering services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities not to exceed $22,500.

### Reason for Procurement
The NPDES reports for both Woodridge and Knollwood require periodic reporting on status of the facilities. This contract will be used for evaluation of the discharge processes to ensure NPDES compliance with the IEPA.

### FUNDING SOURCE
- Procurement budgeted for (FY and budget code(s)): 2000-2355-53010
- Add'l Information

### DECISION MEMO NOT REQUIRED
- LOWEST RESPONSIBLE QUOTE # or BID 
- RENEWAL, Enter Bid # 
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED
- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<td></td>
<td>2-8-2018</td>
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</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Reviewed By</th>
<th>Date</th>
<th>Procurment Officer</th>
<th>Date</th>
<th>Finance Officer</th>
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<tbody>
<tr>
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<td>2/15/18</td>
<td></td>
<td>2/14/18</td>
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</tr>
</tbody>
</table>

**Chiel Financial Officer**
(Decision Memos Over $25,000)

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-15-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**Packet Pg. 119**
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Feb 7, 2018
MinuteTraq (IQM2) ID #: 11962
Department Requisition #: 18213009

Requesting Department: Public Works
Department Contact: Sean Reese
Contact Email: Sean.Reese@dupageco.org
Contact Phone: 630-985-7400
Vendor Name: Walter E. Deuchler Associates
Vendor #: 24327

A new contract is needed with Walter E. Deuchler Associates for on-call professional services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities in the amount of $22,500.

Summary Explanation/Background
The NPDES permits for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities require periodic reporting on construction. Walter E. Deuchler was retained to provide expertise in reporting and construction needed for compliance in regards to NPDES permits as required by the IEPA.

Strategic Impact
Quality of Life
This contract will be used to provide professional engineering services in relation to NPDES permit compliance that is required by the IEPA to control discharges from municipal and industrial wastewater treatment plants to prevent pollution of surface waters in lakes and natural waterways.

Source Selection/Vetting Information
The County examined multiple engineering firms to provide this service. Firms that have in-depth knowledge of current NPDES permits and conditions were preferred. Through examination, staff has determined that Walter E. Deuchler Associates meets all the above requirements.

Recommendations/Alternatives
1) Contract with Walter E. Deuchler for this professional engineering contract. This option is recommended due to the firm's expertise and in-depth knowledge in the area of NPDES permits and conditions.
2) Contract with an alternative engineering firm. Not recommended due to the expertise Walter E. Deuchler holds that is needed on this contract.
3) Do not have a contract. Not recommended due to having to meet the required IEPA special conditions associated with the NPDES permit at the Knollwood and Woodridge Wastewater Treatment Facilities.

Fiscal Impact/Cost Summary
$22,500 will be removed from 2000-255-53010
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WALTER E. DEUCHLER ASSOCIATES, INC. FOR PROFESSIONAL
ENGINEERING SERVICES FOR NPDES PERMIT COMPLIANCE FOR THE
WOODRIDGE GREENE VALLEY AND KNOLLWOOD TREATMENT FACILITIES

This Professional Service Agreement (“AGREEMENT”), is made this 20th day of
February, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with
offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the
COUNTY) and Walter E. Deuchler Associates, Inc., a corporation, licensed to do business
in the State of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506;
(hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT
are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECIPIALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage
(“COUNTY”) authority to maintain and operate sanitary sewer and waste treatment
systems and to enter into agreements for the purpose of providing such services (Illinois
Compiled Statutes Chapter 55 paragraphs 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY operates the Greene Valley
and Knollwood Wastewater Treatment Facilities (“Facilities”); and

WHEREAS, the Facilities are further subject to Illinois Environmental Protection
Agency (“IEPA”) regulations which require periodic reporting on the discharge processes
to ensure NPDES permit compliance of the facilities; and

WHEREAS, the CONSULTANT is in the business of providing the above-
described services and is willing to perform the required services for an amount not to
exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00); 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 part thereof,
the same constituting the factual basis for this AGREEMENT.

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

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.4 All work, assignments and services are to be performed by professionals under this AGREEMENT and, where required, shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2020 unless the term of this AGREEMENT is extended.

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

6.0 COMPENSATION.

6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT.
The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work not stated in the Scope of Work, the CONSULTANT shall not be responsible for performing such work until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “B.”

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

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit “B”.

6.5 The CONSULTANT shall submit its invoice, for services/tasks rendered, to the COUNTY following completion of the task invoiced, and in no event later than sixty (60) days following completion of the work being invoiced. CONSULTANT may bill for multiple tasks per invoice but said invoice shall summarize, as applicable, each task performed. The CONSULTANT shall provide, upon the COUNTY’S request, an itemization of CONSULTANT’S man-hours per task and list of personnel used for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of a properly documented invoice, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amount invoiced, provided that the amount invoiced, plus all previously
invoiced sums, do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause.

6.7 RESERVED.

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

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

7.0 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY, contemporaneous with its invoice for payment, or before the expiration of this AGREEMENT, or promptly after giving (or receiving) notice of termination, or at such other time that the SUPERINTENDENT may direct, the deliverables specified in Exhibit A of this AGREEMENT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million dollars ($2,000,000) per occurrence, and one million dollars ($1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000) per incident/three million dollars ($3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars ($1,000,000) and shall be maintained in the form of an additional endorsement for a period of two (2) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

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

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

8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT’S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of
premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

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

8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, 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 to the extent caused by the CONSULTANT’S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

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

10.2 The CONSULTANT’S services shall be performed in a manner consistent with the customary skill and care of its profession.

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

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

11.0 BREACH OF CONTRACT

11.1 Either Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, shall
be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY’S representative.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

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

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or
local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) November 30, 2020 or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2020.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b),
above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

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

17.0 ENTIRE AGREEMENT.

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

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

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Walter E. Deuchler Associates Inc.
230 Woodlawn Avenue
Aurora, Illinois 60506
ATTN: Mark J. Halm, P.E., DCEE; Vice President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sean Reese, Public Works Manager
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30 p.m. CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 RESERVED

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage
Public Works Department

_________________________
Nicholas W. Kottmeyer, P.E.
Superintendent

Name: 
Title: 

ATTEST: 

_________________________
Angela M. Bendinelli
Administrative Assistant

Name: 
Title: 

ATTEST:
REGARDING GENERAL AGREEMENT BETWEEN DUPAGE COUNTY
DEPARTMENT OF PUBLIC WORKS AND WALTER E. DEUCHLER ASSOCIATES, INC.
(Contract #PW-P-0051-16)

TASK ORDER NO. 3: NPDES Permit Compliance: Phosphorus-Related Reports
Knollwood Special Condition 17 and 20 of Permit IL 0065188
Woodridge Special Condition 6 of Permit IL 0031844

Scope of Services:

The NPDES permits for the Knollwood (KW) and Woodridge Greene Valley (WGV) wastewater treatment plants require periodic reporting on construction and phosphorus discharge optimization. Table 1 lists the reports and respective deadline dates for submittal to the Illinois Environmental Protection Agency.

<table>
<thead>
<tr>
<th>Report</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report 1</td>
<td>KW Phosphorus Construction Progress Report: KW Phosphorus Discharge Optimization Plan Annual Report #1</td>
<td>03/01/2018</td>
</tr>
<tr>
<td>Report 2</td>
<td>WGV Phosphorus Discharge Optimization Plan (PDOP) Annual Report #1</td>
<td>03/31/2018</td>
</tr>
<tr>
<td>Report 3</td>
<td>WGV Phosphorus Discharge Optimization Plan Annual Report #2</td>
<td>03/31/2019</td>
</tr>
<tr>
<td>Report 4</td>
<td>KW Phosphorus Discharge Optimization Plan Annual Report #3</td>
<td>03/31/2019</td>
</tr>
<tr>
<td>Report 5</td>
<td>WGV Phosphorus Discharge Optimization Plan Annual Report #3</td>
<td>03/31/2020</td>
</tr>
</tbody>
</table>

The required reports will be combined as shown in Table 1.

Deliverables

Walter E. Deuchler Associates, Inc. will prepare a draft for each of the four reports identified in Table 1 approximately two (2) weeks prior to the IEPA deadline. Upon receipt of DuPage County’s changes to the draft report, a final copy will be provided no later than two (2) days prior to the IEPA due date.

Additional Services

Additional support in preparing NPDES reports and permitting assistance will be provided per mutual written agreement referencing this Task Order.
Fees

Not-to-Exceed Fee for Services: $22,500.00

Dupage County Department of Public Works:

Name (printed)  
Sean Reese, Public Works Manager

Signature

Date

Walter E. Deuchler Associates, Inc.:

Name (printed)  
Mark J. Halm, P.E. BCEE; Vice President

Signature:

Date:
DuPage County Division of Public Works
Consultant Employee Rate Listing

Project: Task Order 3 - NPDES Permit Compliance: Phosphorus Related
Reports Knollwood Special Condition 17 and 20 of Permit IL
0065188 and Woodridge Special Condition 6 of Permit IL
0031844

Project Multiplier 2.8
Duration: Rates good through 12/31/18

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>RATE RANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MINIMUM</td>
</tr>
<tr>
<td>Principal</td>
<td>$55.00</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$40.00</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$45.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$50.00</td>
</tr>
<tr>
<td>Engineer Level IV</td>
<td>$42.00</td>
</tr>
<tr>
<td>Engineer Level III</td>
<td>$32.00</td>
</tr>
<tr>
<td>Engineer Level II</td>
<td>$22.00</td>
</tr>
<tr>
<td>Engineer Level I</td>
<td>$15.00</td>
</tr>
<tr>
<td>CAD Designer</td>
<td>$25.00</td>
</tr>
<tr>
<td>Survey Crew Chief</td>
<td>$30.00</td>
</tr>
<tr>
<td>Technician Level III</td>
<td>$35.00</td>
</tr>
<tr>
<td>Technician Level II</td>
<td>$20.00</td>
</tr>
<tr>
<td>Technician Level I</td>
<td>$12.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

It is understood that direct expenses and subcontractor expenses will be billed without markup and copies of said
expenses will be provided with all invoicing.

Mileage expenses are not allowed

It is also understood that an increase in hourly rates will not cause an increase in the upper limit of compensation

Pursuant to the Professional Services Agreement, salary rate increases will be permitted on an annual basis.
<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>To provide engineering services related to NPDES permit compliance for the Woodridge and Knollwood Wastewater Treatment Facilities through 6/30/20</td>
<td>2000</td>
<td>2555</td>
<td>53010</td>
<td></td>
<td></td>
<td>22,500.00</td>
<td>22,500.00</td>
</tr>
</tbody>
</table>

**Requisition Total**: $22,500

**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):
## Required Vendor Ethics Disclosure Statement

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

### Company Information

<table>
<thead>
<tr>
<th>Company Name: Walter E. Deuchler Associates, Inc.</th>
<th>Company Contact: Mark Halm, P.E. BCEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-897-4651</td>
<td>Contact Email: <a href="mailto:mhal@deuchler.com">mhal@deuchler.com</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

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

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

**Authorized Signature**

[Signature on File]

**Printed Name**

Mark J. Halm, P.E. BCEE

**Title**

Vice President

**Date**

February 8, 2017

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

2018-72
## PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 6, 2018</td>
<td>$24,000.00</td>
<td>MARCH 8, 2018 THROUGH MARCH 7, 2019</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>Completed</td>
<td>02/06/2018 4:20 PM</td>
</tr>
<tr>
<td>Tim Harbaugh</td>
<td>Completed</td>
<td>02/06/2018 4:31 PM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>02/07/2018 8:32 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/12/2018 9:58 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/14/2018 9:07 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/14/2018 3:17 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/15/2018 11:31 AM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Pending</td>
<td>02/20/2018 9:15 AM</td>
</tr>
</tbody>
</table>
**Vendor:** Metropolitan Industries, Inc.  
**Vendor #:** 11012  
**Attn:** Brad Overton  
**Email:** boverton@metropolitanind.com

**Address:** 37 Forestwood Drive  
**City:** Romeoville  
**State:** IL  
**Zip:** 60446  
**Phone:** 815-886-9200  
**Fax:** 815-886-4573

**Send Invoices To:**  
---  
**Vendor:** Metropolitan Industries, Inc.  
**Vendor #:** 11012  
**Attn:** Tim Harbaugh  
**Email:** mary.ventrella@dupageco.org

**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-5700  
**Fax:** 630-407-5701

---

**Send Payments To:**  
---  
**Vendor:** Metropolitan Industries, Inc.  
**Vendor #:** 11012  
**Attn:**  
**Email:**

**Address:** 37 Forestwood Drive  
**City:** Romeoville  
**State:** IL  
**Zip:** 60446  
**Phone:**  
**Fax:**

---

**Send Purchase Order To:**  
---  
**Vendor:** Metropolitan Industries, Inc.  
**Vendor #:** 11012  
**Attn:**  
**Email:**

**Address:** 37 Forestwood Drive  
**City:** Romeoville  
**State:** IL  
**Zip:** 60446  
**Phone:**  
**Fax:**

---

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

---

**Use for Contract Administrator**  
**Contract Start Date**  
**Contract End Date**

---

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Replacement Metropolitan Pumps</td>
<td>Replacement Metropolitan Pumps</td>
<td>1000</td>
<td>1100</td>
<td>52000</td>
<td></td>
<td></td>
<td>12,500.00</td>
<td>12,500</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>Pumps Parts</td>
<td>Pumps Parts</td>
<td>1000</td>
<td>1100</td>
<td>52250</td>
<td></td>
<td></td>
<td>10,000.00</td>
<td>10,000</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LO</td>
<td>Pump Repairs - Regular Rate $145.00/hr. Rate &amp; Half $217.50/hr. Double Rate $290.00/hr.</td>
<td>Pump Repairs - Regular Rate $145.00/hr. Rate &amp; Half $217.50/hr. Double Rate $290.00/hr.</td>
<td>1000</td>
<td>1100</td>
<td>53370</td>
<td></td>
<td></td>
<td>1,500.00</td>
<td>1,500</td>
</tr>
</tbody>
</table>

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

Provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps as needed for County campus.

**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):

Public Works Committee: 02/20/18
JUSTIFICATION FOR SOLE SOURCE

(please complete and attach to purchase requisition)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>MANUFACTURER</th>
<th>PRODUCT #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Facilities Management</td>
<td>Metropolitan Industries, Inc.</td>
<td></td>
</tr>
</tbody>
</table>

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
Metropolitan pump repairs, parts and replacements as needed for campus discharge pumps at quoted service rates for a one year period.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:

☐ sole provider of a licensed or patented good or service
☑ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☐ sole provider of factory-authorized warranty service
☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)
☐ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE: Metropolitan Industries, Inc.

CONTACT: Brad Overton

PHONE: 815-886-9200

WEBSITE: www.metropolitanind.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
Metropolitan Industries, Inc. is the only company in the Midwest that designs and builds the entire unit, consisting of the control unit, pump, pit, flotation system & cover, all necessary for our applications. They provide OEM parts and service technicians for the existing Metropolitan pumps servicing the County campus facilities.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)
No, other pumps will not mount to our existing hangers and mounts. With some pumps 15' to 30' below ground, it is not practical to replace flanges to accept other manufactured pumps. Labor cost and time to replace make this prohibited.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)
Well and Barnes pumps are also used on the campus, but will not mount to the existing hangers and mounts where Metropolitan pumps are currently being used.

Signature on File 2-15-18

DEPARTMENT APPROVAL 2-6-18

Purchasing Review Date

Packet Pg. 144
February 8, 2017

DuPage County Facilities Management
Mary Ventrallia
421 N. County Farm Road
Wheaton, IL 60187

Re: Pumps and Pumping Systems

To Whom It May Concern:

Please be advised that Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, Illinois 60446 is the exclusive distributor of Pentair Brand pumps and parts in Illinois and Indiana. We are also the Pentair warranty service center for Illinois and Indiana.

We are the sole manufacturer and distributor of Metropolitan brand self-priming pumps and Metropolitan pumping systems. We handle all warranty and non-warranty service on a twenty four hour basis.

We are the sole distributor of pumps and parts for the municipal market in Illinois and Indiana, of Pentair and Metropolitan brands.

Please call me with any questions.

Sincerely,

METROPOLITAN INDUSTRIES, INC.

Diane Ahrendt

Engineering    Manufacturing    Service
Effective February 1, 2017

Municipal Service Rates

We offer 24 hour service on pumps and associated control panels, to all our customers. Our charges are calculated from the time the service technician leaves our shop until he returns. The following rates are per man/per hour.

<table>
<thead>
<tr>
<th>Time</th>
<th>Rate</th>
<th>Rate Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 a.m. – 3:00 p.m. Monday - Friday</td>
<td>$145.00 / Hour</td>
<td>Regular Rate</td>
</tr>
<tr>
<td>3:00 p.m. – 7:00 a.m. Monday – Friday</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Saturday – All Day</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Sunday and Holidays – All day</td>
<td>$290.00 / Hour</td>
<td>Double Rate</td>
</tr>
</tbody>
</table>

- 15% discount on replacement pumps and parts

There is a 4 hour minimum billing on regular hourly rate.
There is a 4 hour minimum billing on overtime hourly rate.

We will be happy to provide you with a written quotation on any repairs you might need.

If you have any questions or would like references, please call me: Brad Overton, Service Manager at 815-886-9200 ext. 230.
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name: Metropolitan Industries, Inc.</th>
<th>Company Contact: Diane Ahrendt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 815/886-9200</td>
<td>Contact Email: <a href="mailto:dahrendt@metropolitanind.com">dahrendt@metropolitanind.com</a></td>
</tr>
</tbody>
</table>

**Bid/Contract/PO #:**

**Date:** Feb 2, 2018

---

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

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

   - **BOX** (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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

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

   - **BOX** (check here) - If no contacts have been made

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

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

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

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

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

http://www.dupagecounty.com/CountyBoard/Policies/

---

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

**Authorized Signature**  
Signature on file

**Printed Name**  
Diane Ahrendt

**Title**  
Vice President

**Date**  
February 2, 2018

---

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Procurement Review Checklist
Procurement Services Division

Date: Feb 2, 2018

Vendor: Metropolitan Industries, Inc.
Vendor #: 11012
Dept: Facilities Management
Contact: Tim Harbaugh
Phone: 630-407-5700

Contract Term: 03/08/18 through 03/07/19
Contract Total: $24,000.00

Assigned Committee: Public Works
Committee: 02/20/18

Description of Procurement/Scope of Work/Background
Recommendation for the approval of a contract purchase order to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for a total contract amount not to exceed $24,000.00; per 55 1ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids. Sole Provider of Metropolitan Pumps.

Reason for Procurement
There are approximately twenty four (24) Metropolitan discharge pumps in service on the campus used to carry ground water from the facilities, which routinely require repair, replacement parts and replacement.

Funding Source
☑ Procurement budgeted for (FY and budget code(s)): 1000-1100-52000, 52250, 53370
☐ 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:

Sole provider of items that are compatible with existing equipment.

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: ________________________________  Date: Feb 2, 2018

Recommended for Approval: ________________________________  Date: 2-6-18

If Approval, if required: ________________________________  Date: 2-14-18

Reviewed By: ________________________________  Date: 2-13-18

Procurement Office: ________________________________  Date: 2-14-18

Chief Financial Officer: ________________________________  Date: 2-14-18

Chairman's Office: ________________________________  Date: (Decision Memos Over $25,000)
Resolution
PW-R-0076-18

APPROVAL OF AGREEMENT AND RELEASE BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND DIXON ENGINEERING, INC. FOR THE FINAL RESOLUTION OF WARRANTY CLAIMS RELATING TO THE ROSEWOOD WATER TOWER REHABILITATION WORK

WHEREAS, pursuant to Resolution PWp-012-13, the County OF DuPage (“County”) and Dixon Engineering, Inc. (“Dixon”) entered into an agreement (“Design Agreement”) for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

WHEREAS, Dixon performed the services set forth in the Design Agreement; and

WHEREAS, Dixon and the County subsequently identified design and construction management tasks were not performed, or which were not performed in accordance with the appropriate engineering standard; and

WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Design Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes; and

WHEREAS, Dixon and the County have negotiated the attached Settlement Agreement and Release whereby the County will agree to release its claims against Dixon arising from the 2013 procurement in exchange for Dixon’s agreement to refund the County for design and construction management tasks either not performed, or which were not performed in accordance with the appropriate engineering standard., and reimburse the County for other attendant expenses; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of the attached Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Settlement Agreement and Release is hereby approved; and

BE IT FURTHER RESOLVED that the County Board Chairman, or his designee, the Superintendent of Public Works, is authorized to executed said Settlement Agreement and Release on behalf of the County of DuPage, together with such supplementary materials as necessary to carry out and implement the matters set forth therein.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution
PW-R-0076-18

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Agreement”) made and entered into this ____ day of February, 2018 by and between the County of DuPage, a body politic and corporate with offices at 421 North County Farm Road, Wheaton, Illinois (“County”) and Dixon Engineering Inc., (hereinafter referred to as “Dixon”) a Michigan corporation, licensed to do business in Illinois, with offices at 1104 Third Avenue, Lake Odessa, Michigan, (collectively Dixon and the County are referred to hereafter as the “Parties,” and may be referred to individually as a “Party”).

Recitals.

A. WHEREAS, pursuant to Resolution PWp-012-13, the County and Dixon entered into an Agreement (“Agreement”) for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

B. WHEREAS, Dixon performed the services set forth in the Agreement; and

C. WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

D. WHEREAS, Dixon denies the County allegations regarding Dixon’s performance under the Agreement and further denies that County was injured as a consequence of Dixon’s services provided to the County; and

E. WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including but not limited to, the covenants and agreements hereinafter set forth, the undersigned parties agree as follows:

1. Dixon and County have agreed, for the purposes set forth in this Settlement Agreement, that upon execution of this Settlement Agreement, Dixon agrees to pay the County the amount of fifty-six thousand five hundred dollars ($56,500.00), which sum shall be paid by Dixon to the County in two (2) equal installments of twenty-eight
forever discharge the County, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which Dixon asserted, could have asserted or may assert in the future against the County arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

5. The Parties further agree that during the period of time in which Dixon is performing its obligations pursuant to Paragraphs 1-3, above, any and all statutes of limitations relating to any claim, or claims, the County may have against Dixon related to Dixon’s performance, including any alleged errors or omission and warranty claims, per the original Agreement are hereby suspended, extended, or otherwise held in abeyance until December 31, 2019, or such later date(s) as may be allowed by the Agreement or Illinois law, but further subject to their earlier Release and Discharge in accordance with paragraph 4, above. The County covenants and agrees to forbear the filing of any suit against Dixon prior to August 2, 2019, excepting in the event of Dixon’s default under this Agreement, and also subject to the earlier Release and Discharge thereof in accordance with paragraph 4, above.

6. County and Dixon further agree that nothing herein shall constitute, or be construed as, an admission of concession of liability by either party hereto of these contested claims.

7. County and Dixon represent that they have each read this Agreement, understands that it contains a mutual Release, has signed it voluntarily after consultation with counsel, and acknowledges that it is not entering into this Agreement on the basis of any promise or representation, express or implied, that is not set forth herein.

8. This Agreement set forth the entire agreement between County and Dixon, and there are no prior or contemporaneous oral or written representations, promises or agreements not expressly referred to herein. Any amendment, alteration of addition to this Agreement must be made in writing, dated and signed by the County and by Dixon. All words, phrases, sentences and paragraphs, including the recitals hereto, are material to the execution hereof.

9. This Agreement may be signed in counterpart, and each executed copy shall be a counterpart original, of full force and effect, and enforceable against the party executing the counterpart, but all Counterparts, together, shall constitute one and the same instrument.
thousand two hundred fifty dollars ($28,250), the first installment payable on or before August 1, 2018 and the second installment payable on or before August 1, 2019.

2. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereby waive, relinquish and forgo its charge and fee for work previously completed by Dixon for the County of DuPage involving the remote inspection of the 1.2 MG water tank located at the DuPage County Governmental Campus, Wheaton Illinois; which work was undertaken pursuant to County Purchase Order (PO) 2321-0001 by Dixon acting as a sub-consultant (sub-contractor) to Rempe-Sharpe & Associates, Inc..

3. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereafter prepare documents for a project to remove the existing failing exterior system and to recoat the exterior surfaces of the County’s Rosewood Water Tower, located at 10 S 480 Route 83, Hinsdale, Illinois. More specifically, Dixon shall prepare all technical specifications and drawings, including Performance based requirements for containment of debris and waste disposal of tower’s existing lead based coating system per Illinois EPA’s requirements using SSPC Guide 6. The County shall prepare the front-end bid document forms (e.g., standard conditions, contract, disclosure forms, and ethics statements). The foregoing work shall be completed, and all work tendered to the County, on or before December 31, 2018. It is expressly understood by the Parties that Dixon is not required to perform construction management or construction inspections during the mitigation project work. Dixon shall not assume responsibility or be assigned as responsible generator of waste, hazardous or non-hazardous.

4. Upon Dixon’s satisfactory completion of all obligations set forth in the preceding Paragraphs 1-3, above, the Parties agree to a mutual release of any and all claims each Party may have against the other Party as set forth hereafter:

A. County, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and forever discharge Dixon, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which County asserted or could have asserted against Dixon arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

B. Dixon, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and
10. The validity, construction and enforceability of this Agreement shall be construed under and governed by the laws of the State of Illinois.

COUNTY OF DU PAGE

By: ____________________________
   Daniel Cronin, Chairman

ATTEST:

By: ____________________________
   Paul Hinds, County Clerk

DIXON ENGINEERING INC.

By: ____________________________
   President

ATTEST:

By: ____________________________
   Name: ____________________________
   Title: ____________________________
AWARDING RESOLUTION
ISSUED TO BUCHANAN ENERGY (N), LLC
TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,
PUBLIC WORKS AND FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $1,347,400.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation and Public Works Committees recommend County Board approval for the issuance of a contract to Buchanan Energy (N), LLC, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Buchanan Energy (N), LLC, 7315 Mercy Road, Omaha, Nebraska 68124, for a contract total not to exceed $1,347,400.00 (Division of Transportation - $800,000.00/ Public Works - $475,000.00/ Facilities Management - $72,400.00), per renewal option under bid award 16-043-BF, second of three options to renew.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>$1,347,400.00</td>
<td>04/01/18-03/31/19</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**NEW PURCHASE ORDER REQUEST**

**SOLICITATION METHOD FOR SOURCE SELECTION**

*No Decision Memo Required*  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock: Completed 01/26/2018 11:16 AM
- Christopher Snyder: Completed 01/26/2018 11:36 AM
- Angela Bendinelli: Completed 02/05/2018 3:13 PM
- Nick Kottmeyer: Completed 02/06/2018 8:36 AM
- Laura Grobe: Completed 02/12/2018 3:40 PM
- Tim Harbaugh: Completed 02/12/2018 4:30 PM
- Kathy Ostrowski: Completed 02/13/2018 8:21 AM
- James McGuire: Completed 02/13/2018 9:29 AM
- Paul Rafac: Completed 02/13/2018 4:57 PM
- Kathy Ostrowski: Completed 02/15/2018 10:54 AM
- Public Works Committee: Pending 02/20/2018 9:15 AM
- Transportation Committee: Pending 02/20/2018 10:00 AM
- Finance Committee: Pending 02/27/2018 8:00 AM
- County Board: Pending 02/27/2018 10:00 AM
# Purchase Requisition

**Procurement Services Division**

<table>
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<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Accctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<td>2,400.00</td>
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**Requisition Total**: $1,347,400.00

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL FOR THE PERIOD APRIL 1, 2018 THROUGH MARCH 31, 2019 PER LOW BID OPTION TO RENEW #16-043 GROUP 1 (DOT) AND GROUP 3 (FM)

THIS IS THE SECOND OF THREE OPTIONAL RENEWALS

DOLLAR VALUE IS ESTIMATED. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS, WITH ITEMS AND QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED.

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

SEND COMPLETED APPROVED PO TO MATTHEW ATKINS

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

FY2018 1500-3520-52260 $500,000.00
FY2019 1500-3520-52260 $300,000.00

DT-P-0034-18
Public Works - 02/20/18
Transportation - 02/20/18
Finance - 02/27/18
County Board - 02/27/18
Procurement Review Checklist

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

Vendor: Buchanan Energy, LLC
Vendor #: 24431
Dept: Transportation
Contact: Joe Bechtold
Phone: 630-407-6931

Contract Term: 4/1/2018 - 3/31/2019
Contract Total: $1,347,400.00
Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background:
To furnish and deliver Gasoline and Diesel Fuel, for a contract total, not to exceed, $1,347,400.00.

Reason for Procurement:
To provide Gasoline and Diesel fuel for County owned and operated vehicles and equipment.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1500-3520-52260 (DOT) 2000-2665-52260 (PW) 1000-1100-52260,53300 (FM)
☐ 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 # 16-043-BF ☐ 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)

Prepared By: Jake Czanczyk
Prepared Date: 1/24/18
Recommended for Approval: 1/31/18
IT Approval, if required: 2/1/18

REVIEWED BY (Initials Only)

Buyer: Jake Czanczyk
Date: 1/31/18
Procurement Officer: Jake Czanczyk
Date: 2/1/18

Chief Financial Officer (Decision Memos Over $25,000)
Date: 2/13/18
Chairman’s Office (Decision Memos Over $25,000)
Date: 2/13/18
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Buchanan Energy (N) LLC, 7315 Mercy Rd, Omaha, NB 68124 herein after called the "Contractor"; witnesseth;

The County and the Contractor have previously entered into a 1st Renewal Contract, pursuant to low bid #16-043 which became effective April 1, 2017, and which expires March 31, 2018. The contract is subject to a 2nd option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract #16-043.

The contract renewal becomes effective April 1, 2018 and expires March 31, 2019 contingent upon any applicable Parent Committee and Board approval.

BUCHANAN ENERGY (N) LLC.  
Signature on File 1/15/2018  
Signature on File 2/5/18

Adriion Mahone  
PRINTED NAME
Business Development Manager  
PRINTED TITLE

COUNTY OF DU PAGE  
Signature on File  
Signature on File 2/5/18

GLENDA VASAK  
BUYER II
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

<table>
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<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
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<tbody>
<tr>
<td>Tim Elliot</td>
<td>Chicago SPE (N) Inc</td>
<td>Cashier Check</td>
<td>$5,000</td>
<td>Mar 17, 2016</td>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

Signature on File

Printed Name: Adarion Mahone
Title: Business Development Manager
Date: January 29, 2018

Packet Pg. 160
Request for three (3) Public Works staff one (1) Water Operator and two (2) Wastewater Operators to travel to Springfield, Illinois on March 20-21, 2018 to attend the WATERCON 2018 Conference. The Conference covers potable water, wastewater, and stormwater issues, along with several technical presentations and numerous exhibits. Expenses to include: registration, lodging, meals, and gas for an approximate overall cost of $1,620.00

<table>
<thead>
<tr>
<th>Name: [Redacted]</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department: Public Works Committee</td>
<td></td>
</tr>
<tr>
<td>Request Date: February 15, 2018</td>
<td>Account Code: 2000-2665-53510</td>
</tr>
</tbody>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)

American Water Works Association’s “WATERCON 2018” to be held in Springfield, IL on March 20-21, 2018. This conference covers potable water, wastewater and stormwater issues, technical presentations, and exhibits. This conference will be beneficial to introduce any advancements in the industry.

Destination: Springfield, Illinois

Date of Departure: March 20, 2018 | Date of Return Arrival: March 21, 2018

(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
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<th>Quantity</th>
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</tr>
<tr>
<td>Lodging: x 3</td>
<td></td>
<td>600.00</td>
</tr>
<tr>
<td>Rental Car:</td>
<td>x 3</td>
<td>0</td>
</tr>
<tr>
<td>Gas:</td>
<td></td>
<td>60.00</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems) x 3</td>
<td></td>
<td>360.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,620.00</strong></td>
</tr>
</tbody>
</table>

Reviewed by and Date Approved

- Angela Bendinelli: Completed 02/15/2018 3:11 PM
- Nick Kottmeyer: Completed 02/15/2018 3:12 PM
- Public Works Committee: Pending 02/20/2018 9:15 AM
- County Board: Pending 02/27/2018 10:00 AM
MEMORANDUM

DATE: February 15, 2018

TO: James Healy, Chairman
    Members of the Public Works Committee

FROM: Nick Kottmeyer, Director

RE: Approval to attend the WATERCON 2018 Conference

Authorization is requested to send one (1) Water Operator and two (2) Wastewater Operators to the WATERCON 2018 Total Water Conference held March 20-21, 2018 in Springfield, Illinois. This conference covers potable water, wastewater and stormwater issues, along with several technical presentations and numerous exhibits.

The cost for the conference is:

- Registration: $200.00 x 3 = $600.00
- Hotel: 1 night $200.00 x 3 = $600.00
- Per Diem: $120.00 x 3 = $360.00
- Gas: $60.00 = $60.00

TOTAL……………….. $1,620.00
<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Collections</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Management – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Water Treatment</td>
</tr>
<tr>
<td>8:00 am – 1:00 pm</td>
<td>Women In Water (all are welcome)</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Operator &amp; Small Systems Track – Meet the IEPA</td>
</tr>
<tr>
<td>10:00 am – 5:00 pm</td>
<td>Operator &amp; Small Systems Track</td>
</tr>
<tr>
<td>10:30 am – 2:00 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Box Lunch</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Engineering – Water</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Asset Management – Water and Wastewater</td>
</tr>
<tr>
<td>3:00 – 5:00 pm</td>
<td>Treatment – Wastewater</td>
</tr>
<tr>
<td>5:00 – 6:00 pm</td>
<td>Meet &amp; Greet Exhibit Hall Reception</td>
</tr>
<tr>
<td>6:00 – 8:00 pm</td>
<td>Women In Water Adventure Activity</td>
</tr>
</tbody>
</table>

**Tuesday, March 20 | Operators Day**

**Wednesday, March 21 | Retirees Day**

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Stormwater Management</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Asset Management – Water</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Engineering – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 – 11:30 am</td>
<td>Operator Testing Prep – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Safety and Security</td>
</tr>
<tr>
<td>8:00 am – 4:30 pm</td>
<td>Water Distribution</td>
</tr>
<tr>
<td>8:30 – 10:00 am</td>
<td>Junior Science Fair Presentations</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Bullet Journalling</td>
</tr>
<tr>
<td>9:00 am – 4:30 pm</td>
<td>Workforce Development &amp; Mentoring</td>
</tr>
<tr>
<td>10:00 am – 4:30 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 2:00 pm</td>
<td>Fuller Award Lunch</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Operators Testing Lunch (Long 9 Buffet)</td>
</tr>
<tr>
<td>1:00 – 6:00 pm</td>
<td>EPA Administered Operator Tests – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>2:00 – 4:00 pm</td>
<td>Tour of CWLP Treatment Plant</td>
</tr>
<tr>
<td>2:00 – 4:30 pm</td>
<td>Source Water</td>
</tr>
<tr>
<td>3:00 – 4:30 pm</td>
<td>Water Loss</td>
</tr>
<tr>
<td>3:00 pm</td>
<td>Meter Madness</td>
</tr>
<tr>
<td>4:00 pm</td>
<td>Hydrant Hysteria</td>
</tr>
<tr>
<td>5:00 pm</td>
<td>Tapping Competition</td>
</tr>
</tbody>
</table>

**Thursday, March 22**

<table>
<thead>
<tr>
<th>Time</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30 – 9:00 am</td>
<td>Installation of Officers and Awards Breakfast</td>
</tr>
<tr>
<td>9:00 am – 12:00 pm</td>
<td>Regulatory Session</td>
</tr>
</tbody>
</table>

**Water Operator License Credits Information**
All technical sessions, and Exhibit Hall Stretch Your Education sessions qualify unless stated otherwise. Water, wastewater, and stormwater courses apply for water operator renewal training credit. Sessions are 30 minutes in duration unless otherwise noted.

**Engineering License Credit Information**
All sessions apply for Engineering Professional Development Hours.
1. CALL TO ORDER

9:15 AM meeting was called to order by Chair James Healy at 9:15 AM.

2. ROLL CALL

PRESENT: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Public Works Committee - Regular Meeting - Jan 16, 2018 9:15 AM

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ACCEPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Sean T Noonan, Vice Chair</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Robert L Larsen, District 6</td>
</tr>
<tr>
<td>AYES:</td>
<td>Grasso, Healy, Larsen, Noonan</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Fichtner, Grant</td>
</tr>
</tbody>
</table>

B. New Business

Director Kottmeyer presented Regulatory Manager Phillip with a 20 Year Anniversary Award. Greg has been instrumental in the success of the Drainage Division.

5. BUDGET TRANSFERS

The motion was to combine and approve the Budget Transfers as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. Budget Transfers -- Budget Transfer – Drainage - $20,000.00 – Budget transfer for cost share with Public Works and Stormwater on Xylem Water Solutions pump purchase.

B. Budget Transfers -- Budget Transfer – Public Works - $20,000.00 – Residents have begun to take advantage of the County’s overhead sewer program. Budget transfer is to cover reimbursement costs to residents for installing overhead sewers.

C. Budget Transfers -- Budget Transfer – Facilities Management - $40,397.00 – Budget transfer to Drainage to cover Oct/Nov labor charges from Public Works.

6. CONSENT ITEMS

A. Consent Item -- Phoenix Systems & Service - Contract Extension

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

7. CLAIMS REPORT

A. Payment of Claims -- Public Works, Drainage, Facilities Management

The motion was to combine and approve the Claims Reports as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

8. JOINT PURCHASING AGREEMENT
A. PW-P-0047-18 Recommendation for the approval of a contract purchase order to Supply Works, for janitorial supplies, as needed, for Public Works, for the period January 1, 2018, through, October 31, 2020, for a total contract amount not to exceed $45,000.00. Contract pursuant to the Intergovernmental Cooperation Act US Communities Contract #17-21.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. PW-P-0046-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of one (1) 2018 Ford Transit 250 van, for Public Works, for a contract total amount not to exceed $26,114.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

C. FM-P-0038-18 Recommendation for the approval of a contract purchase order to F.H. Paschen, S.N. Nielsen & Assoc. LLC, for General Governmental Services Contracting (GGSC), for on-call repair and construction services for County facilities, for Facilities Management, for the period February 14, 2018 through August 20, 2019, for a total contract amount not to exceed $475,000.00, per 30 ILCS 525 (Village of Lakemoor RFP NO. 17-RFP-512)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

D. PW-P-0039-18 Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2018 Ford F-350 Super Cab 4x4 truck, for Public Works, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act [State of Illinois]
RESULT: APPROVED [UNANIMOUS]  
MOVER: Robert L Larsen, District 6  
SECONDER: Sean T Noonan, Vice Chair  
AYES: Grasso, Healy, Larsen, Noonan  
ABSENT: Fichtner, Grant

E. FM-P-0040-18 Recommendation for the approval of a contract purchase order to Trane U.S. Incorporated, to provide an AdaptiView Control Panel Upgrade for chiller #3 at the Power Plant, for Facilities Management, for the period February 14, 2018 through November 30, 2018, for a total contract amount not to exceed $60,000.00. Contract pursuant to the Intergovernmental Cooperation Act U.S. Communities #15-JLP-023

RESULT: APPROVED [UNANIMOUS]  
MOVER: Robert L Larsen, District 6  
SECONDER: Sean T Noonan, Vice Chair  
AYES: Grasso, Healy, Larsen, Noonan  
ABSENT: Fichtner, Grant

F. FM-P-0041-18 Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc., for roof inspection, preventive maintenance and minor repair as needed for campus roofs, for Facilities Management, for the period February 14, 2018 through February 28, 2019, for a contract total amount not to exceed $122,718.82. Contract pursuant to the Intergovernmental Cooperation Act National IPA #R132205

The motion was to combine and approve Joint Purchasing Agreement Items 8B. through 8F. as presented.

RESULT: APPROVED [UNANIMOUS]  
MOVER: Robert L Larsen, District 6  
SECONDER: Sean T Noonan, Vice Chair  
AYES: Grasso, Healy, Larsen, Noonan  
ABSENT: Fichtner, Grant

9. LOW QUOTE  
The motion was to combine and approve the Low Quotes as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. 2018-58 Recommendation for the approval of a contract purchase order to LAI, Ltd., to furnish and deliver three (3) Safe-Tank double wall high density cross-linked polyethylene tanks, for Public Works, for a contract total amount not to exceed $24,945.00, per low quote 18-021-JM

B. 2018-59 Recommendation for the approval of a contract purchase order to Elmhurst Chicago Stone, for the disposal of uncontaminated soil due to sewer and water main repairs, for Public Works, for the period February 6, 2018 through February 5, 2019, for a total contract amount not to exceed $23,000.00, per E-Quote 18-010-JM (Other than lowest responsible quote)

C. 2018-60 Recommendation for the approval of a contract purchase order to PAHCS II/Northwestern Medicine Occupational Health, to provide comprehensive post offer physicals and functional job screening, for Facilities Management, for the two year period March 24, 2018 through March 23, 2020, for a total contract amount not to exceed $11,000.00, per low quote #17-197-JM

D. 2018-61 Recommendation for the approval of a contract purchase order to Columbia Pipe & Supply Co. for Fifty Six 4-inch butterfly valves for Woodridge Greene Valley aeration tank for Public Works, for a contract total amount not to exceed $6,654.48, per low quote Q18-012JM

10. SOLE SOURCE

A. 2018-62 Recommendation for the approval of a contract purchase order to Corrpro Companies, Inc., to furnish and install two (2) cathodic protection systems for pump stations, for the Judicial Office Facility, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $23,175.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – equipment consistency for maintenance

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

11. BID AWARD
A. FM-P-0042-18 Recommendation for the approval of a contract purchase order to Butler Chemicals Co., Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for a three year period, February 14, 2018 through February 13, 2021 for a contract total amount not to exceed $105,000.00, per lowest responsible bid #18-018-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

12. ACTION ITEMS

A. Action Item -- Recommendation to reject all bids received for Bid #18-007-DT, Northern Campus Tree Program, bid opened January 19, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. DT-R-0058-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE services for the Division of Transportation and Department of Public Works, for an estimated County cost of $62,000.00 (Division of Transportation - $40,000.00/ Public Works - $22,000.00)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Grasso, District 3
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

13. OLD BUSINESS

14. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:37 AM.
5.A.a

Packet Pg. 170

Attachment: Fox Valley Fire - CO (17-18-268 : FM Fox Valley Fire & Safety)

Request for Change Order
Procurement Services Division

Date: Feb 5, 2018
MinuteTraq (IQM2) ID #: 11950

Purchase Order #: 1960-1 SERV
Original Purchase Order Date: Aug 28, 2016
Change Order #: 4
Department: Facilities Management
Vendor Name: Fox Valley Hre & Safety Company, Inc.
Vendor #: 11067
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53300 $11,608.84, line 4 1500-3510-53300 $50.00, line 5 2000-2555-53300 $12,632.50, line 6 2000-2665-53300 $2,750.00 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A Starting contract value $123,445.00
B Net $ change for previous Change Orders
C Current contract amount (A + B) $123,445.00
D Amount of this Change Order ☐ increase ☒ Decrease ($27,041.34)
E New contract amount (C + D) $96,403.66
F Percent of current contract value this Change Order represents (D / C) 91%
G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) 91%

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Contract Only
☐ Change budget code from: to: ____________________________
☐ Increase/Decrease quantity from: to: ____________________________
☐ Price shows: ____________________________ should be: ____________________________
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

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

KB 5695 Feb 5, 2018 2/7/2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 2/12/18 Procurement Officer 2-12-18
Date Date

Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date

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

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #</th>
<th>Original Purchase Order Date</th>
<th>Change Order #</th>
<th>Dept Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>2230-1 SERV</td>
<td>Oct 1, 2016</td>
<td>1</td>
<td>Katie Boffa</td>
</tr>
</tbody>
</table>

**Vendor Name:** CenterPoint Energy Services, Inc.

**Vendor #:** 19425

**Department:** Facilities Management

**Background and/or Reason for Change Order Request:** Change order to decrease line 1 1000-1100-53200 $42,668.26, line 2 1200-2045-53200 $11,020.33 and close contract.

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

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

#### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Starting contract value</td>
<td>Net $ change for previous Change Orders</td>
<td>Current contract amount (A + B)</td>
<td>Amount of this Change Order</td>
<td>New contract amount (C + D)</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($53,688.59)</td>
<td>-10.23%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$477,311.41</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$525,000.00</td>
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</tr>
</tbody>
</table>

#### DECISION MEMO NOT REQUIRED

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

#### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from: ______________________ to: ______________________
- [ ] Increase $25,000.00, or ≥ 10%, of current contract amount
- [ ] Funding Source
- [ ] OTHER - explain below:

---

**Reviewed By:** (Initials Only)

<table>
<thead>
<tr>
<th>KB</th>
<th>Prepared By (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5695</td>
<td>d.</td>
<td>6818</td>
<td>Feb 2, 2018</td>
<td>March 2018</td>
<td>2-2-2018</td>
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**Buyer**

<table>
<thead>
<tr>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-18-18</td>
<td>j.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-13-18</td>
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</tr>
</tbody>
</table>

---

**CEN cT AEG A D**

**RECEIVED**

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**Packet Pg. 171**

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

**Procurement Services Division**

**Attach copies of all prior Change Orders**

**Date:** Feb 7, 2018

**MinuteTraq (IQM2) ID #:** 11982

**Purchase Order #:** 2141-1 SERV  
**Original Purchase Order Date:** Nov 2, 2016  
**Change Order #:** 1  
**Department:** Facilities Management  
**Vendor Name:** Home Depot U.S.A., Inc.  
**Vendor #:** 11219  
**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 $6,436.03, line 2 $1,056.62, line 3 $200.00, line 4 $47.53, line 5 $4,932.91, line 6 $218.18 and close contract.

---

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

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$24,500.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$24,500.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>$12,891.27</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$11,608.73</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-2.62%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (8+D/A): (60% maximum on construction contracts)</td>
<td>-2.62%</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- Cancel entire order  
- Change budget code from:  
- Increase/Decrease quantity from:  
- Price shows:  
- Decrease remaining encumbrance and close contract

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from:  
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
- OTHER - explain below:

---

**KB 5695**  
**Prepared By (Initials):**  
**Phone Ext:**  
**Date:** Feb 7, 2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:** 2-6-18  
**2-6-2018**

**REVIEWED BY (Initials Only):**

- John  
  **Date:** 2/12/18  
  **Procurment Officer:**  

**FINANCE**

- Chief Financial Officer  
  **Date:**  
  **Chairman's Office:**  
  **Date:**

---

**CONSENT AGENDA**

**Packet Pg. 172**

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

**Rev 1.6**
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2292-1 SERV</th>
<th>Original Purchase Order Date: Jan 26, 2017</th>
<th>Change Order #: 4</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Prism Mechanical Corp.</td>
<td>Vendor #: 11249</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 $4,983.02, line 3 $5,654.87, line 6 $9,475.30 and close contract.

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

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

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$60,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$85,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease $(20,113.19)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$64,886.81</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-23.65%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D)/A) (60% maximum on construction contracts)</td>
<td>8.14%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Feb 7, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
<tr>
<td>2-8-2018</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5818</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-14-18</td>
<td>2-13-18</td>
<td></td>
</tr>
</tbody>
</table>

**Chief Financial Officer**

<table>
<thead>
<tr>
<th>(Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-FEB-8 PM 2:47</td>
<td></td>
</tr>
</tbody>
</table>

**CONSENT AGENDA**

**Packet Pg. 173**

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order
Procurement Services Division

Date: Feb 7, 2018
MinuteTraq (IQM2) ID #: 11980

<table>
<thead>
<tr>
<th>Purchase Order #: 2047-1 SERV</th>
<th>Original Purchase Order Date: Dec 1, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Red Wing Brands of America Inc</td>
<td>Vendor #: 10549</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $3,216.38, line 2 $4,849.61, line 3 $2,300.00, line 4 $4,763.19, line 5 $1,105.30, line 6 $495.06 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$46,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$46,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$29,270.46</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-36.37%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>-36.37%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB: 5695  Phone Ext: 5695  Date: Feb 7, 2018  Recommended for Approval (Initials): X 6818  2-8-2018

Prepared By (Initials): [Signature]  Date: Feb 7, 2018  Reviewed by (Initials Only): [Signature]  Date: Feb 7, 2018

Procurement Officer: [Signature]  Date: 2-14-18

Chairman's Office: [Signature]  Date: 2-14-18

Chief Financial Officer (Decision Memos Over $25,000): [Signature]  Date: 2-14-18

CONSENT AGENDA FEB 7 2018

Packet Pg. 174

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

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2048-1 SERV</th>
<th>Original Purchase Order Date: Nov 13, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Tee Jay Service Company, Inc.</td>
<td>Vendor #: 11358</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

Change order to decrease line 1 $19,329.68, line 2 $356.00 and close contract.

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

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

## INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value $45,612.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B) $45,612.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order [ ] Increase [X] Decrease $(19,685.68)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D) $25,926.32</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C) -43.16%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A; 60% maximum on construction contracts) -43.16%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance and close contract
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [X] Consent Only

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>KB</th>
<th>S695</th>
<th>Feb 7, 2018</th>
<th>x 6618</th>
<th>2-8-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
</tr>
</tbody>
</table>

**Reviewed By (Initials Only)**

- **Buyer** 2/12/18
- **Procurement Officer** 2-13-18
- **Chief Financial Officer** (Decision Memos Over $25,000) Date
  - **Chairman’s Office** (Decision Memos Over $25,000) Date

**Consent Agenda**

**2018 FEB 27 REV 1.6**

Attachment: Tee Jay Service - CO (17-18-273 : FM-Tee Jay)
### Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2024-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 3</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Wheaton Sanitary District</td>
<td>Vendor #: 10037</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

- Change order to decrease line 1 $9,474.77, line 2 $4,331.32 and close contract.

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

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

#### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A Starting contract value</th>
<th>$280,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$430,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($13,806.09)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$416,193.91</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-3.21%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (F + D/A; 60% maximum on construction contracts)</td>
<td>48.64%</td>
</tr>
</tbody>
</table>

#### DECISION MEMO NOT REQUIRED

<table>
<thead>
<tr>
<th>Cancel entire order</th>
<th>Close Contract</th>
<th>Contract Extension (29 days)</th>
<th>Consent Only</th>
</tr>
</thead>
</table>

#### DECISION MEMO REQUIRED

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

<table>
<thead>
<tr>
<th>KB</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5695</td>
<td>Feb 7, 2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

- Buyer: [Signature] Date: 3/13/18
- Procurement Officer: [Signature] Date: 2/14/18
- Chief Financial Officer (Decision Memos Over $25,000): [Signature] Date: 3/13/18
- Chairman's Office (Decision Memos Over $25,000): [Signature] Date: 3/13/18

**CONSENT AGENDA**

**FEB 7, 2018**

**RECEIVED**

**FEB 7, 2018**

**CONSENT AGENDA**

**Rev. 1.6**

Packet Pg. 176
# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>315-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Nov 1, 2014</th>
<th>Change Order #:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Atlas Copco Compressors LLC</td>
<td>Vendor #:</td>
<td>12071</td>
<td>Department:</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

**Department Contact:** Katie Boffa

### Background and/or Reason for Change Order Request:
Change order to decrease line 1 $5,874.97, line 3 $4,125.03 and close contract.

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

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

### INCREASE/DECREASE

| A Starting contract value | $34,750.18 |
| B Net $ change for previous Change Orders | $0.00 |
| C Current contract amount (A + B) | $34,750.18 |
| D Amount of this Change Order | Decrease | ($10,000.00) |
| E New contract amount (C + D) | $24,750.18 |
| F Percent of current contract value this Change Order represents (D / C) | -28.78% |
| G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) | -28.78% |

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

### OTHER - explain below:

![Signature]

KB 5695
Prepared By (Initials) Phone Ext Date
Feb 7, 2018

**KB 6818**
Recommended for Approval (Initials) Phone Ext Date
Feb 7, 2018

**KB 6818**
REVIEWED BY (Initials Only)

Buyer Date

2/12/18

Procurement Officer Date

2/14/18

Chief Financial Officer Date

Chairman's Office Date

(Finance)

(Finance)

2018-02-08 PM 2:46

CONSENT AGENDA

Packet Pg. 177
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2287-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Feb 11, 2015</th>
<th>Change Order #:</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Brown and Root Industrial Services, LLC</td>
<td>Vendor #:</td>
<td>26144</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept Contact:</td>
<td>Katie Boffa</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Change order to decrease line 1 $1,099.42, line 2 $72,605.14 and close contract.

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

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

#### INCREASE/DECREASE

| A Starting contract value | $365,000.00 |
| B Net $ change for previous Change Orders | $0.00 |
| C Current contract amount (A + B) | $365,000.00 |
| D Amount of this Change Order | Decrease ($73,704.56) |
| E New contract amount (C + D) | $291,295.44 |
| F Percent of current contract value this Change Order represents (D / C) | -20.19% |
| G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) | -20.19% |

**DECISION MEMO NOT REQUIRED**

- ✗ Close Contract
- ✗ Contract Extension (29 days)
- ✗ Consent Only

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Feb 7, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement Officer</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

**CONSENT AGENDA**

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 178
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2312-1 SERV</th>
<th>Original Purchase Order Date: May 11, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Brown and Root Industrial Services, LLC</td>
<td>Vendor #: 26144</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Change order to decrease line 2 $27,687.59 and close contract.

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**
- [X] (A) Were not reasonably foreseeable at the time the contract was signed.
- [ ] (B) The change is germane to the original contract as signed.
- [ ] (C) Is in the best interest for the County of DuPage and authorized by law.

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>A Starting contract value</th>
<th>$250,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>[ ] Increase [x] Decrease</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$222,312.41</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-11.08%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (F+D/A): (60% maximum on construction contracts)</td>
<td>-11.08%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**
- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [x] Consent Only
- [ ] Change budget code from:
- [ ] to:
- [ ] Increase/Decrease quantity from: [ ] to: [ ]
- [ ] Price shows: [ ] should be: [ ]
- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

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

---

**KB 5695**
Prepared By (Initials) | Phone Ext | Date
---|---|---
| Feb 7, 2018 | Recommended for Approval (Initials) | Phone Ext | Date
---|---|---
| | 2-8-2018 | | |

**REVIEWED BY (Initials Only)**
Buyer | Date | Procurement Officer | Date
---|---|---|---
| 2-13-18 | 2-14-18 | |

Chief Financial Officer (Decision Memos Over $25,000)
Date | Chairman's Office (Decision Memos Over $25,000) | Date
---|---|---
| | 2-13-17 | |

Packet Pg. 179
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 1963-1 SERV  
**Original Purchase Order Date:** Aug 5, 2016  
**Change Order #:** 1  
**Department:** Facilities Management

**Vendor Name:** Builders Chicago Corporation  
**Vendor #:** 11624  
**Dept Contact:** Katie Boffa

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

Change order to decrease line 1 1000-1100-53300 $45,468.50, line 2 1500-3510-53300 $24,022.21 and close contract.

---

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

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

---

### INCREASE/DECREASE

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$90,871.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$90,871.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>($69,490.71)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-76.47%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (3+D/A); 60% maximum on construction contracts</td>
<td>-76.47%</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Change budget code from: to:  
- Increase/Decrease quantity from: to:  
- Price shows: should be:  
- Decrease remaining encumbrance and close contract

---

### DECISION MEMO REQUIRED

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

---

**KB 5695**  
**Prepared By:**  
**Phone Ext:**  
**Recommended for Approval:**  
**Phone Ext:**  
**Date:**  Feb 2, 2018  
**Reviewed by (Initials Only):**  
**Procurement Officer:**  
**Date:**  2-13-18  
**Finance:**  
**Chief Financial Officer:**  
**Date:**  2-14-18  
**Chairman's Office:**  
**Date:**

---

**CONSENT AGENDA**  
**Packet Pg. 180**

---

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

**Procurement Services Division**

*Attach copies of all prior Change Orders*

<table>
<thead>
<tr>
<th>Purchase Order #: 2023-1 SERV</th>
<th>Original Purchase Order Date: Oct 1, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Name</strong>: City of Wheaton</td>
<td><strong>Vendor #: 10074</strong></td>
<td><strong>Dept Contact</strong>: Katie Boffa</td>
<td></td>
</tr>
<tr>
<td><strong>Background and/or Reason for Change Order Request</strong>: Change order to decrease line 1 1000-1100-53220 $4,716.11, line 2 1200-2045-53220 $7,848.84 and close contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Attachment</strong>: City of Wheaton - CO (17-18-279 : FM City of Wheaton)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$575,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$725,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease $(12,564.95)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$712,435.05</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-1.73%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>23.90%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

---

**KB 5695**

Prepared By (Initials)  Phone Ext  Date  Recommended for Approval (Initials)  Phone Ext  Date

**FEB 2-18**

REVIEWED BY (Initials Only)

**SN**  Date  Procurement Officer  Date 2-14-18

Chief Financial Officer (Decision Memos Over $25,000)  Date  Chairman's Office (Decision Memos Over $25,000)  Date

---

**CONSENT AGENDA**

FEB 2-7 2018

Packet Pg. 181
### Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>1915-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jul 15, 2016</th>
<th>Change Order #:</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Charles Equipment Energy Systems LLC</td>
<td>Vendor #:</td>
<td>11365</td>
<td>Department:</td>
<td>Facilities Management</td>
</tr>
<tr>
<td>Dept Contact:</td>
<td>Katie Boffa</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- Change order to decrease line 1 1100-1100-53300 $35,055.21, line 2 1100-1300-53300 $2,728.63, line 3 1500-3510-53300 $3,130.13 and close contract.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$76,800.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td>B</td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>C</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>D</td>
</tr>
<tr>
<td>Increase</td>
<td>☑</td>
</tr>
<tr>
<td>Decrease</td>
<td>☑</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>E</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>F</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
<td>G</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**KB**

- 5695
- 6818
- Feb 2, 2018
- 2-2-2018

**Prepared By (Initials)**

- 5695 Phone Ext
- Feb 2, 2018

**Recommended for Approval (Initials)**

- Phone Ext
- Date

**Reviewed By (Initials Only)**

- 2/13/18
- Date
- Procurement Officer
- 2/14/18

**Chief Financial Officer**

- (Decision Memos Over $25,000)
- (Decision Memos Over $25,000)
- Date
- Date
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1957SERV  Original Purchase Order Date: Aug 18, 2016  Change Order #: 4  Department: Public Works
Vendor Name: CDW-Government  Vendor #: 10667  Dept Contact: Amy Arlowe/Dawn Carbone

Background and/or Reason for Change Order Request:
Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

| A  | Starting contract value | $35,000.00 |
| B  | Net $ change for previous Change Orders | |
| C  | Current contract amount (A + B) | $35,000.00 |
| D  | Amount of this Change Order | Decrease $(12,054.72) |
| E  | New contract amount (C + D) | $22,945.28 |
| F  | Percent of current contract value this Change Order represents (D / C) | -34.44% |
| G  | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -34.44% |

DECISION MEMO NOT REQUIRED
☐ Cancel entire order  ☐ Close Contract  ☐ Contract Extension (29 days)  ☐ Consent Only
☐ Change budget code from: ___________________________ to: ___________________________
☐ Price shows: ___________________________ should be: ___________________________
☒ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract  ☐ Decrease encumbrance  ☐ Increase encumbrance

DECISION MEMO REQUIRED
☐ Increase (greater than 29 days) contract expiration from: ___________________________ to: ___________________________
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source: ___________________________
☐ OTHER - explain below: ___________________________

Prepared By (Initials) X 6818  Date 2/2/2018
Recommended for Approval (Initials) X 6818  Date 2/2/2018

Reviewed By (Initials Only) 2/2/2018
Buyer 2/2/2018
Procurement Officer

Chief Financial Officer (Decision Memos Over $25,000) Date
Chairman's Office (Decision Memos Over $25,000) Date
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2066SERV</th>
<th>Original Purchase Order Date: Sep 16, 2016</th>
<th>Change Order #: 4</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Chellino Crane Inc</td>
<td>Vendor #: 20729</td>
<td>Dept Contact: Amy Arlowe/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:** Decrease and close contract.

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

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

### INCREASE/DECREASE

| A | Starting contract value | $20,000.00 |
| B | Net $ change for previous Change Orders |
| C | Current contract amount (A + B) | $20,000.00 |
| D | Amount of this Change Order | Decrease | ($10,494.56) |
| E | New contract amount (C + D) | $9,505.44 |
| F | Percent of current contract value this Change Order represents (D / C) | -52.47% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -52.47% |

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Change budget code from:  to:  
- Increase/Decrease quantity from:  to:  
- Price shows:  should be:  
- Decrease remaining encumbrance and close contract

### DECISION MEMO REQUIRED

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

---

**Prepared By (Initials):**  
**Phone Ext:**  
**Date:** 2/2/2018  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date:** 2/2/2018

---

**Reviewed By (Initials Only):**  
**Buyer:**  
**Date:** 2/12/18  
**Procurement Officer:**  
**Date:**  
**Chief Financial Officer (Decision Memos Over $25,000):**  
**Date:**  
**Chairman's Office (Decision Memos Over $25,000):**  
**Date:**

---

**Attachment:** Chellino Crane - CO (17-18-282 : PW Chellino Crane Inc)
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

<table>
<thead>
<tr>
<th>Purchase Order #: 15995ERV</th>
<th>Original Purchase Order Date: Jan 12, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Hewlett Packard Enterprises Co</td>
<td>Vendor #: 23068</td>
<td>Dept Contact: Amy Arolew/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

### Background and/or Reason for Change Order Request:
Decrease and close contract.

---

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

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

#### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($33,549.09)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$26,450.91</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-55.92%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-55.92%</td>
</tr>
</tbody>
</table>

#### DECISION MEMO NOT REQUIRED

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

- [ ] Change budget code from: ___________________________ to: ___________________________
- [ ] Increase/Decrease quantity from: ___________________________ to: ___________________________
- [ ] Price shows: ___________________________ should be: ___________________________
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

---

#### DECISION MEMO REQUIRED

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

OTHER - explain below:

---

**Prepared By (Initials):** [Initials]  
**Phone Ext:** [Number]  
**Date:** 2/2/2018  
**Recommended for Approval (Initials):** [Initials]  
**Phone Ext:** [Number]  
**Date:** 2/2/2018

---

**Reviewed By (Initials Only):**

**Buyer:** [Signature]  
**Date:** 2/2/2018  
**Procurement Officer:** [Signature]  
**Date:** [Signature]  

**Chief Financial Officer:**

**Date:** 2/2/2018  
**Chairman's Office:**

**Date:** 2/2/2018
# Request for Change Order

**Procurement Services Division**

**Date:** Jan 29, 2018

**MinuteTraq (IQM2) ID #:** 11916

### Purchase Order Details

- **Purchase Order #:** 2622SERV
- **Original Purchase Order Date:** Jun 20, 2017
- **Change Order #:** 1
- **Vendor Name:** Central Sod Farms Inc
- **Vendor #:** 10304
- **Dept Contact:** Amy Arlowe/Dawn Carbone

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

Decrease and close contract.

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

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

### INCREASE/DECREASE

| A | Starting contract value | $15,670.00 |
| B | Net $ change for previous Change Orders | |
| C | Current contract amount (A + B) | $15,670.00 |
| D | Amount of this Change Order | Decrease |
| E | New contract amount (C + D) | $510.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 96.75% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 96.75% |

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

---

**PREPARED BY (INITIALS):**  
**Phone Ext:**  
**Date:** 2/12/2018

**REVIEWED BY (INITIALS ONLY):**  
**By:**  
**Date:** 2/12/18

**Prorogation Officer:**  
**Date:** 2/12/18

**Chief Financial Officer:**  
**Date:**  
**Chairman's Office:**  
**Date:**  

---

**CONSENT AGENDA**

---

**Packet Pg. 186**
# Request for Change Order

**Procurement Services Division**  
Attach copies of all prior Change Orders

- **Purchase Order #:** 2017SERV  
  **Original Purchase Order Date:** Oct 1, 2016  
  **Change Order #:** 2  
  **Department:** Public Works  
  **Vendor Name:** ComEd  
  **Vendor #:** 10023  
  **Dept Contact:** Amy Arlowe/Dawn Carbone

**Background and/or Reason for Change Order Request:**  
Decrease and close contract.

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

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

## INCREASE/DECREASE

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

### DECISION MEMO NOT REQUIRED

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

- [ ] Change budget code from: to:
- [ ] Increase/Decrease quantity from: to:
- [ ] Price shows: should be: 

### DECISION MEMO REQUIRED

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

**Prepared By (Initials):** x6818  
**Phone Ext:** 2/2/2018  
**Recommended for Approval (Initials):** x6818  
**Phone Ext:** 2/2/2018

**Reviewed By (Initials Only):** 
**Buyer:**  
**Date:** 2/13/18  
**Procurement Officer:**  
**Date:** 2/14/18

**Chief Financial Officer**  
**Date:**  
**Chairman's Office**  
**Date:**

**CONSENT AGENDA**

- **FEB 27, 2018**

---

**Packet Pg. 187**

---

**Attachment:** PW ComEd - CO (17-18-285 : PW ComEd)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 19655SERV</th>
<th>Original Purchase Order Date: Aug 15, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: HD Supply Waterworks LTD</td>
<td>Vendor #: 12438</td>
<td>Dept Contact: Amy Arlowe/Dawn Carbone</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request: Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

### INCREASE/DECREASE

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

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/2/2018</td>
<td>NIM</td>
</tr>
<tr>
<td>2/2/2018</td>
<td>6618</td>
</tr>
</tbody>
</table>

Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

FEB 5 2018

Reviewed By (Initials Only) Date

<table>
<thead>
<tr>
<th>Date</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/13/18</td>
<td>BM</td>
</tr>
</tbody>
</table>

Buyer Date Procurement Officer Date

Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date

Packet Pg. 188
# Request for Change Order

**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2311-1 SERV</td>
<td>Jun 11, 2014</td>
<td>3</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

**Vendor Name:** Brown and Root Industrial Services, LLC  
**Vendor #:** 26144  
**Dept Contact:** Katie Boffa  
**Background and/or Reason for Change Order Request:**  
Change order to decrease line 1 $26,675.84 and close contract.

---

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

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

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td></td>
<td>$100,000.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td></td>
<td>$100,000.00</td>
</tr>
</tbody>
</table>
| D | Amount of this Change Order  
   - [ ] Increase  
   - [x] Decrease |
|   | ($26,675.84) |
| E | New contract amount (C + D) |
|   | $73,324.16 |
| F | Percent of current contract value this Change Order represents (D / C) |
|   | -26.68% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) |
|   | -26.68% |

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [ ] Change budget code from:   
  to:   
- [ ] Increase/Decrease quantity from:   
  to:   
- [ ] Price shows:   
  should be:   
- [x] Decrease remaining encumbrance and close contract  
- [ ] Increase encumbrance and close contract  
- [ ] Decrease encumbrance  
- [ ] Increase encumbrance

### KB 5695

**Prepared By (Initials):** Jan 13, 2018  
**Phone Ext:** 6818  
**Date:** Feb 7, 2018  
**Recommended for Approval (Initials):** Jan 13, 2018  
**Phone Ext:** 6818  
**Date:** Feb 7, 2018

### REVIEWED BY (Initials Only)

**Buyer:** Jan 13, 2018  
**Procurement Officer:** Jan 13, 2018

**Chief Financial Officer:** (Decision Memos Over $25,000)  
**Date:**  
**Chairman's Office:** (Decision Memos Over $25,000)  
**Date:**

---

2018PFB-8  2-13-18  2-13-18

**Consent Agenda**

---

**Packet Pg. 189**
# Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

<table>
<thead>
<tr>
<th>Purchase Order #: 2547-1 SERV</th>
<th>Original Purchase Order Date: Dec 14, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Name:</strong> Brown and Root Industrial Services, LLC</td>
<td><strong>Vendor #:</strong> 26144</td>
<td><strong>Dept Contact:</strong> Katie Bolfa</td>
<td></td>
</tr>
</tbody>
</table>

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

Change order to decrease line 2 $174,754.42 and close contract.

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

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

**INCREASE/DECREASE**

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

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

---

**KB: S695**

Prepared By (Initials): __________

Phone Ext: __________

Date: __________

**Recommended for Approval (Initials): GRIA**

Phone Ext: __________

Date: __________

**REVIEWS BY (Initials Only):**

- **Buyer:** __________
  - Date: __________
  - Procurement Officer: __________
    - Date: __________

- **Chief Financial Officer:**
  - Decision Memos Over $25,000
    - Date: __________
    - Chairman's Office
    - Decision Memos Over $25,000
      - Date: __________

---

**CONSENT AGENDA**

FEB 2, 2018

REV 1.6

Packet Pg. 190
# Public Works
## Schedule of Claims

**2/20/2018**

<table>
<thead>
<tr>
<th>Pay Vendor Name</th>
<th>Description</th>
<th>Check Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A T &amp; T</td>
<td>Phone Service</td>
<td>2/2/2018</td>
<td>$622.47</td>
</tr>
<tr>
<td>ANTARCTIC MECHANICAL SERVICES</td>
<td>Demolition &amp; piping</td>
<td>2/2/2018</td>
<td>$114,478.63</td>
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<tr>
<td>CAROLLO ENGINEERS INC</td>
<td>Master Plan -Engineering</td>
<td>2/2/2018</td>
<td>$46,065.58</td>
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<tr>
<td>CUMMINS NPW POWER LLC</td>
<td>Pressure sensor</td>
<td>2/2/2018</td>
<td>$124.94</td>
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<tr>
<td>EMERGENT SAFETY SUPPLY</td>
<td>Oxygen sensors</td>
<td>2/2/2018</td>
<td>$532.97</td>
</tr>
<tr>
<td>FEDEX</td>
<td>Shipping</td>
<td>2/2/2018</td>
<td>$199.01</td>
</tr>
<tr>
<td>GRAINGER INC</td>
<td>Electrical supplies</td>
<td>2/2/2018</td>
<td>$233.36</td>
</tr>
<tr>
<td>GRAYBAR</td>
<td>Electrical supplies</td>
<td>2/2/2018</td>
<td>$2,333.06</td>
</tr>
<tr>
<td>HOME DEPOT CREDIT SERVICES</td>
<td>Maintenance repair parts</td>
<td>2/2/2018</td>
<td>$3,182.68</td>
</tr>
<tr>
<td>ILLINOIS SECTION AWWA</td>
<td>Operator math for class C/D</td>
<td>2/2/2018</td>
<td>$36.00</td>
</tr>
<tr>
<td>IWEA</td>
<td>Government affairs conference</td>
<td>2/2/2018</td>
<td>$95.00</td>
</tr>
<tr>
<td>JACOBSON, YVONNE</td>
<td>Reimbursement for plumber</td>
<td>2/2/2018</td>
<td>$672.20</td>
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<tr>
<td>JP MORGAN CHASE BANK N.A</td>
<td>Bank fees</td>
<td>2/2/2018</td>
<td>$3,743.03</td>
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<tr>
<td>JULIE INC</td>
<td>Annual locates</td>
<td>2/2/2018</td>
<td>$14,700.76</td>
</tr>
<tr>
<td>K-FIVE HODGINS LLC</td>
<td>Cold patch</td>
<td>2/2/2018</td>
<td>$1,706.60</td>
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<tr>
<td>MENARDS</td>
<td>Paint rollers</td>
<td>2/2/2018</td>
<td>$88.88</td>
</tr>
<tr>
<td>MEZZO, CHRISTOPHER</td>
<td>Overhead sewer reimbursement</td>
<td>2/2/2018</td>
<td>$5,000.00</td>
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<td>OFFICE DEPOT</td>
<td>Office supplies</td>
<td>2/2/2018</td>
<td>$371.91</td>
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<td>PATSON INC</td>
<td>EPF cover</td>
<td>2/2/2018</td>
<td>$228.26</td>
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<td>RED WING SHOE STORE</td>
<td>Safety shoes</td>
<td>2/2/2018</td>
<td>$378.49</td>
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<td>RUN GROUP INC.</td>
<td>Site Investigation</td>
<td>2/2/2018</td>
<td>$1,375.18</td>
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<td>SAFETY-KLEEN SYSTEMS, INC.</td>
<td>Parts cleaner service</td>
<td>2/2/2018</td>
<td>$709.50</td>
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<tr>
<td>STANDARD EQUIPMENT COMPANY</td>
<td>Mesh filters, clamps</td>
<td>2/2/2018</td>
<td>$413.12</td>
</tr>
<tr>
<td>SUBURBAN DOOR CHECK &amp; LOCK SVC</td>
<td>60 keys</td>
<td>2/2/2018</td>
<td>$168.00</td>
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<tr>
<td>T &amp; T TOWING SERVICES, INC.</td>
<td>Towing</td>
<td>2/2/2018</td>
<td>$412.50</td>
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<td>VERIZON WIRELESS</td>
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<td>2/2/2018</td>
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<tr>
<td>WALTER E DEUCHLER ASSOC INC</td>
<td>BNR -Phosphate removal</td>
<td>2/2/2018</td>
<td>$8,708.95</td>
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<tr>
<td>A T &amp; T</td>
<td>Phone Service</td>
<td>2/6/2018</td>
<td>$3,552.14</td>
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<td>ADVANCE AUTO PARTS</td>
<td>Auto parts</td>
<td>2/6/2018</td>
<td>$18.22</td>
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<tr>
<td>AUTOZONE INC</td>
<td>Vehicle parts</td>
<td>2/6/2018</td>
<td>$302.62</td>
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<tr>
<td>COM ED</td>
<td>Electricity</td>
<td>2/6/2018</td>
<td>$11,055.52</td>
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<tr>
<td>ENVIROTEST PERRY LABORATORIES</td>
<td>Coliform testing</td>
<td>2/6/2018</td>
<td>$830.50</td>
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<tr>
<td>FEDEX</td>
<td>Shipping</td>
<td>2/6/2018</td>
<td>$109.37</td>
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<tr>
<td>FIRESTONE COMPLETE AUTO CARE</td>
<td>Tires</td>
<td>2/6/2018</td>
<td>$463.32</td>
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<tr>
<td>PDC LABORATORIES</td>
<td>Fluoride</td>
<td>2/6/2018</td>
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<td>Sewer service fees</td>
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<td>Preventive services</td>
<td>2/9/2018</td>
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<td>APEX INDUSTRIAL AUTOMATION LLC</td>
<td>Gear box and repair kit</td>
<td>2/9/2018</td>
<td>$1,340.77</td>
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<tr>
<td>AUTOZONE INC</td>
<td>Vehicle parts</td>
<td>2/9/2018</td>
<td>$19.09</td>
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<td>BIOTEK CORPORATION</td>
<td>Waterless handcleaner, dispenser</td>
<td>2/9/2018</td>
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<td>Diesel fuel</td>
<td>2/9/2018</td>
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<td>CHICAGO CHAIN &amp; TRANSMISSION</td>
<td>Pulley assembly</td>
<td>2/9/2018</td>
<td>$1,788.48</td>
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<td>COMCAST CABLE</td>
<td>Internet</td>
<td>2/9/2018</td>
<td>$469.70</td>
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<tr>
<td>Environmental Express Inc.</td>
<td>Lab supplies and reagents</td>
<td>2/9/2018</td>
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<td>FISHER SCIENTIFIC</td>
<td>TISAB II solution</td>
<td>2/9/2018</td>
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<td>FOSTER'S TRUCK REPAIR</td>
<td>Safety lane inspections</td>
<td>2/9/2018</td>
<td>$253.50</td>
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<td>FRY'S ELECTRONICS</td>
<td>Computer hardware parts to build new computer</td>
<td>2/9/2018</td>
<td>$1,486.88</td>
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<tr>
<td>GASVODA &amp; ASSOCIATES INC.</td>
<td>Pump tubes, band latch kit</td>
<td>2/9/2018</td>
<td>$386.00</td>
</tr>
<tr>
<td>Company</td>
<td>Item Description</td>
<td>Date</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------------</td>
<td>--------</td>
<td>----------</td>
</tr>
<tr>
<td>GRAINGER INC</td>
<td>Electrical supplies</td>
<td>2/9/2018</td>
<td>$596.76</td>
</tr>
<tr>
<td>GRAYBAR</td>
<td>Electrical supplies</td>
<td>2/9/2018</td>
<td>$1,420.89</td>
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<tr>
<td>HAWK FORD</td>
<td>Sensor assembly</td>
<td>2/9/2018</td>
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<td>ILLINOIS WASTEWATER AGENCIES</td>
<td>Technical committee mg-Starved Rock</td>
<td>2/9/2018</td>
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<tr>
<td>IMPERIAL SUPPLIES LLC</td>
<td>Wheel lube, blue/yellow connectors</td>
<td>2/9/2018</td>
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<tr>
<td>JOHNSTONE SUPPLY</td>
<td>Outdoor air sensor, in duct thermostat</td>
<td>2/9/2018</td>
<td>$1,043.13</td>
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<tr>
<td>KAMAN FLUID POWER</td>
<td>Hose assembly, couplers</td>
<td>2/9/2018</td>
<td>$176.41</td>
</tr>
<tr>
<td>MCCANN INDUSTRIES INC</td>
<td>Repair, pipe, o-ring</td>
<td>2/9/2018</td>
<td>$547.92</td>
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<tr>
<td>MCMASTER-CARR</td>
<td>Trash can lid, recycle bin lid</td>
<td>2/9/2018</td>
<td>$158.05</td>
</tr>
<tr>
<td>NAPA AUTO PARTS</td>
<td>Diesel additive</td>
<td>2/9/2018</td>
<td>$143.76</td>
</tr>
<tr>
<td>NEUCO INC</td>
<td>Actuator</td>
<td>2/9/2018</td>
<td>$878.86</td>
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<tr>
<td>NICOR GAS</td>
<td>Gas</td>
<td>2/9/2018</td>
<td>$4,773.46</td>
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<td>OFFICE DEPOT</td>
<td>Office supplies</td>
<td>2/9/2018</td>
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<tr>
<td>OZINGA READY MIX CONCRETE INC</td>
<td>Concrete</td>
<td>2/9/2018</td>
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<tr>
<td>PACO CORPORATION</td>
<td>Pieces of grating</td>
<td>2/9/2018</td>
<td>$1,985.00</td>
</tr>
<tr>
<td>PITNEY BOWES INC</td>
<td>Ink cartridge</td>
<td>2/9/2018</td>
<td>$84.79</td>
</tr>
<tr>
<td>PPG ARCHITECTURAL FINISHES</td>
<td>Paint</td>
<td>2/9/2018</td>
<td>$98.70</td>
</tr>
<tr>
<td>SCHNEIDER ELECTRIC SYSTEMS USA</td>
<td>6&quot; magnetic flow sensor</td>
<td>2/9/2018</td>
<td>$1,591.13</td>
</tr>
<tr>
<td>SCOTT, LAPOINTE</td>
<td>Reimburse plumbing fees</td>
<td>2/9/2018</td>
<td>$295.00</td>
</tr>
<tr>
<td>SERVICE INDUSTRIAL SUPPLY INC</td>
<td>Repair sludge hose for tanker</td>
<td>2/9/2018</td>
<td>$165.00</td>
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<tr>
<td>SOUTH SIDE CONTROL SUPPLY CO</td>
<td>Couplings</td>
<td>2/9/2018</td>
<td>$87.80</td>
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<tr>
<td>STONE WHEEL INC</td>
<td>Wiper blades</td>
<td>2/9/2018</td>
<td>$78.47</td>
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<tr>
<td>SUBURBAN DOOR CHECK &amp; LOCK SVC</td>
<td>Keys</td>
<td>2/9/2018</td>
<td>$23.20</td>
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<tr>
<td>TOSHIBA FINANCIAL SERVICES</td>
<td>Copier rental</td>
<td>2/9/2018</td>
<td>$1,038.37</td>
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<tr>
<td>VILLAGE OF DOWNERS GROVE</td>
<td>Meter reads</td>
<td>2/9/2018</td>
<td>$45.78</td>
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<tr>
<td>WATER PRODUCTS-AURORA</td>
<td>Valve kit, backwater valve, clean out hub</td>
<td>2/9/2018</td>
<td>$938.73</td>
</tr>
<tr>
<td>ZIEBELL WATER SVC PRODUCTS INC</td>
<td>Sewer repairs</td>
<td>2/9/2018</td>
<td>$6,618.50</td>
</tr>
<tr>
<td>CLEAR EDGE FILTRATION, INC.</td>
<td>Belt</td>
<td>2/13/2018</td>
<td>$666.13</td>
</tr>
<tr>
<td>ENDRESS &amp; HAUSER</td>
<td>Level probe</td>
<td>2/13/2018</td>
<td>$1,928.03</td>
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<tr>
<td>FEDEX</td>
<td>Shipping</td>
<td>2/13/2018</td>
<td>$196.60</td>
</tr>
<tr>
<td>GRAINGER INC</td>
<td>Electrical supplies</td>
<td>2/13/2018</td>
<td>$385.89</td>
</tr>
<tr>
<td>IAFSM</td>
<td>Annual Conference</td>
<td>2/13/2018</td>
<td>$420.00</td>
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<tr>
<td>KAMAN FLUID POWER</td>
<td>Parker filter</td>
<td>2/13/2018</td>
<td>$152.38</td>
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<tr>
<td>OFFICE DEPOT</td>
<td>Office supplies</td>
<td>2/13/2018</td>
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<tr>
<td>REDWING BUSINESS ADVANTAGE</td>
<td>Safety shoes</td>
<td>2/13/2018</td>
<td>$169.99</td>
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<tr>
<td>STANDARD EQUIPMENT COMPANY</td>
<td>Indicator/pressure gauges</td>
<td>2/13/2018</td>
<td>$73.80</td>
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<tr>
<td>SUPPLYWORKS</td>
<td>Multifold towels, paper towels, trash bags</td>
<td>2/13/2018</td>
<td>$1,521.83</td>
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<tr>
<td>VILLAGE OF GLEN ELLYN</td>
<td>Sewer fee reimbursement</td>
<td>2/13/2018</td>
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</tr>
</tbody>
</table>

**Total**                                                                                                                   $373,082.69
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>SERVICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DB Starlin</td>
<td>Liberty Park Drainage</td>
<td>$2,188.82</td>
</tr>
<tr>
<td>Vulcan Materials</td>
<td>Stone</td>
<td>$273.54</td>
</tr>
<tr>
<td>David K Lewellyan</td>
<td>Land Appraisal</td>
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</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$2,862.36</strong></td>
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## Facilities Management Department
### Schedule of Other Payments

**February 20, 2018**

<table>
<thead>
<tr>
<th>CONTRACT #</th>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>Start</th>
<th>End</th>
<th>FUND</th>
<th>DEPT</th>
<th>ACCOUNT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2335-0001 SERV</td>
<td>A &amp; P Grease Treppere, Inc.</td>
<td>Sanitary, grease trap and storm basin pumping, jetting and cleaning</td>
<td>01/13/17</td>
<td>01/19/18</td>
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<td>Evogus Water Technologies LLC</td>
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<td>Fox Valley Fire &amp; Safety</td>
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<td>Grainger</td>
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<td>Roland Sales Corporation</td>
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<td>Metal fabrication services</td>
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Attachment: Claims 220 (2) (17-18-289 : Claims 220)
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<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>FUND</th>
<th>DEPT</th>
<th>ACCOUNT</th>
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<td>Amazon.com LLC</td>
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Requisition under 25k dollars

2018-71
Requisition under 25k dollars

2018-71

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
<tr>
<td>February 8, 2018</td>
<td>$22,500</td>
<td>THROUGH JUNE 30, 2020</td>
<td>PUBLIC WORKS</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

- Angela Bendinelli Completed 02/08/2018 1:05 PM
- Nick Kottmeyer Completed 02/13/2018 11:30 AM
- Kathy Ostrowski Completed 02/14/2018 9:06 AM
- James McGuire Completed 02/14/2018 9:08 AM
- Paul Rafac Completed 02/15/2018 1:51 PM
- Kathy Ostrowski Completed 02/16/2018 12:03 PM
- Public Works Committee Pending 02/20/2018 9:15 AM
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Walter E. Deuchler Associates, Inc
Vendor #: 24327
Dept: Public Works
Contact: Sean Reese
Phone: 630-985-7400

Contract Term: Through 11/30/2020
Contract Total: $22,500.00

Assigned Committee: Public Works

Description of Procurement/Scope of Work/Background
To provide engineering services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities not to exceed $22,500.

Reason for Procurement
The NPDES reports for both Woodridge and Knollwood require periodic reporting on status of the facilities. This contract will be used for evaluation of the discharge processes to ensure NPDES compliance with the I EPA.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 2000-2355-53010
☐ 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' (c) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

☐ DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
☐ 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)

Prepared By ____________________ Date 2-8-2018
Recommended for Approval ____________________ Date 2-8-2018

IT Approval, if required ____________________ Date

REVIEWED BY (Initials Only)

Buyer ____________________ Date 2-13-18
Procurement Officer ____________________ Date 2-18-18

Chief Financial Officer ____________________ Date 2-15-18
(Decision Memos Over $25,000)
Chairman’s Office ____________________ Date
(Decision Memos Over $25,000)
### Decision Memo

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Public Works</th>
<th>Department Contact: Sean Reese</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Sean.Reese@dupageco.org">Sean.Reese@dupageco.org</a></td>
<td>Contact Phone: 630-985-7400</td>
</tr>
<tr>
<td>Vendor Name: Walter E. Deuchler Associates</td>
<td>Vendor #: 24327</td>
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</table>

**Date:** Feb 7, 2018

**MinuteTraq (IQM2) ID #:** 11962

**Department Requisition #:** 18213009

### Action Requested

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

A new contract is needed with Walter E. Deuchler Associates for on-call professional services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities in the amount of $22,500.

### Summary Explanation/Background

Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The NPDES permits for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities require periodic reporting on construction. Walter E. Deuchler was retained to provide expertise in reporting and construction needed for compliance in regards to NPDES permits as required by the IEPA.

### Strategic Impact

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

This contract will be used to provide professional engineering services in relation to NPDES permit compliance that is required by the IEPA to control discharges from municipal and industrial wastewater treatment plants to prevent pollution of surface waters in lakes and natural waterways.

### Source Selection/Vetting Information

Describe method used to select source.

The County examined multiple engineering firms to provide this service. Firms that have in-depth knowledge of current NPDES permits and conditions were preferred. Through examination, staff has determined that Walter E. Deuchler Associates meets all the above requirements.

### Recommendations/Alternatives

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

1) Contract with Walter E. Deuchler for this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the area of NPDES permits and conditions.
2) Contract with an alternative engineering firm. Not recommended due to the expertise Walter E. Deuchler holds that is needed on this contract.
3) Do not have a contract. Not recommended due to having to meet the required IEPA special conditions associated with the NPDES permit at the Knollwood and Woodridge Wastewater Treatment Facilities.

### Fiscal Impact/Cost Summary

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

$22,500 will be removed from 2000-255-53010
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WALTER E. DEUCHLER ASSOCIATES, INC. FOR PROFESSIONAL
ENGINEERING SERVICES FOR NPDES PERMIT COMPLIANCE FOR THE
WOODRIDGE GREENE VALLEY AND KNOLLWOOD TREATMENT FACILITIES

This Professional Service Agreement (“AGREEMENT”), is made this 20th day of
February, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with
offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the
COUNTY) and Walter E. Deuchler Associates, Inc., a corporation, licensed to do business
in the State of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506;
(hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT
are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECIPIENTS

WHEREAS, the Illinois General Assembly has granted the County of DuPage
(“COUNTY”) authority to
maintain and operate sanitary sewer and waste treatment
systems and to enter into agreements for the purpose of providing such services (Illinois
Compiled Statutes Chapter 55 paragraphs 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY operates the Greene Valley
and Knollwood Wastewater Treatment Facilities (“Facilities”); and

WHEREAS, the Facilities are further subject to Illinois Environmental Protection
Agency (“IEPA”) regulations which require periodic reporting on the discharge processes
to ensure NPDES permit compliance of the facilities; and

WHEREAS, the CONSULTANT is in the business of providing the above-
described services and is willing to perform the required services for an amount not to
exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00); 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 part thereof,
the same constituting the factual basis for this AGREEMENT.

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

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.4 All work, assignments and services are to be performed by professionals under this AGREEMENT and, where required, shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2020 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT.
The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work not stated in the Scope of Work, the CONSULTANT shall not be responsible for performing such work until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “B.”

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

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit “B”.

6.5 The CONSULTANT shall submit its invoice, for services/tasks rendered, to the COUNTY following completion of the task invoiced, and in no event later than sixty (60) days following completion of the work being invoiced. CONSULTANT may bill for multiple tasks per invoice but said invoice shall summarize, as applicable, each task performed. The CONSULTANT shall provide, upon the COUNTY’S request, an itemization of CONSULTANT’S man-hours per task and list of personnel used for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of a properly documented invoice, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amount invoiced, provided that the amount invoiced, plus all previously
invoiced sums, do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause.

6.7 RESERVED.

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

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

7.0 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY, contemporaneous with its invoice for payment, or before the expiration of this AGREEMENT, or promptly after giving (or receiving) notice of termination, or at such other time that the SUPERINTENDENT may direct, the deliverables specified in Exhibit A of this AGREEMENT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million dollars ($2,000,000) per occurrence, and one million dollars ($1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000) per incident/three million dollars ($3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars ($1,000,000) and shall be maintained in the form of an additional endorsement for a period of two (2) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

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

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

8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT’S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of
premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

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

8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, 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 to the extent caused by the CONSULTANT’S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

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

10.2 The CONSULTANT’S services shall be performed in a manner consistent with the customary skill and care of its profession.

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

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

11.0 BREACH OF CONTRACT

11.1 Either Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, shall
be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY’S representative.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and subconsultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or
local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) November 30, 2020 or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2020.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b),
above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

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

17.0 ENTIRE AGREEMENT.

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

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

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Walter E. Deuchler Associates Inc.
230 Woodlawn Avenue
Aurora, Illinois 60506
ATTN: Mark J. Halm, P.E., DCEE; Vice President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sean Reese, Public Works Manager
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 RESERVED

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage
Public Works Department

__________________________
Nicholas W. Kottmeyer, P.E.
Superintendent

Name: ________________________
Title: ________________________

ATTEST: ________________________

Angela M. Bendinelli
Administrative Assistant

Name: ________________________
Title: ________________________
REGARDING GENERAL AGREEMENT BETWEEN DUPAGE COUNTY
DEPARTMENT OF PUBLIC WORKS AND WALTER E. DEUCHLER ASSOCIATES, INC.
(Contract #PW-P-0051-16)

TASK ORDER NO. 3: NPDES Permit Compliance: Phosphorus-Related Reports
Knollwood Special Condition 17 and 20 of Permit IL 0065188
Woodridge Special Condition 6 of Permit IL 0031844

Scope of Services:

The NPDES permits for the Knollwood (KW) and Woodridge Greene Valley (WGV) wastewater treatment plants require periodic reporting on construction and phosphorus discharge optimization. Table 1 lists the reports and respective deadline dates for submittal to the Illinois Environmental Protection Agency.

<table>
<thead>
<tr>
<th>Report</th>
<th>Description</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Report 1</td>
<td>KW Phosphorus Construction Progress Report: KW Phosphorus Discharge Optimization Plan Annual Report #1</td>
<td>03/01/2018</td>
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<tr>
<td>Report 2</td>
<td>WGV Phosphorus Discharge Optimization Plan (PDOP) Annual Report #1</td>
<td>03/31/2018</td>
</tr>
<tr>
<td>Report 3</td>
<td>WGV Phosphorus Discharge Optimization Plan Annual Report #2</td>
<td>03/31/2019</td>
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<td>Report 4</td>
<td>KW Phosphorus Discharge Optimization Plan Annual Report #2</td>
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<td></td>
<td>WGV Phosphorus Discharge Optimization Plan Annual Report #3</td>
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<tr>
<td></td>
<td>KW Phosphorus Discharge Optimization Plan Annual Report #3</td>
<td>03/31/2020</td>
</tr>
</tbody>
</table>

The required reports will be combined as shown in Table 1.

Deliverables

Walter E. Deuchler Associates, Inc. will prepare a draft for each of the four reports identified in Table 1 approximately two (2) weeks prior to the IEPA deadline. Upon receipt of DuPage County’s changes to the draft report, a final copy will be provided no later than two (2) days prior to the IEPA due date.

Additional Services

Additional support in preparing NPDES reports and permitting assistance will be provided per mutual written agreement referencing this Task Order.

- Water Works and Sewerage
- Streets and Street Lighting
- Building and Structures
- Investigations and Reports
- Design and Construction
- Project Finance
Fees

Not-to-Exceed Fee for Services: $22,500.00

Dupage County Department of Public Works:

Name (printed)                      Sean Reese, Public Works Manager
Signature
Date

Walter E. Deuchler Associates, Inc.:

Name (printed)                      Mark J. Halm, P.E. BCEE; Vice President
Signature:
Date:
DuPage County Division of Public Works  
Consultant Employee Rate Listing 

Project: Task Order 3 - NPDES Permit Compliance: Phosphorus Related Reports Knollwood Special Condition 17 and 20 of Permit IL 0065188 and Woodridge Special Condition 6 of Permit IL 0031844

Project Multiplier: 2.8  
Duration: Rates good through 12/31/18

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<thead>
<tr>
<th>CLASSIFICATION</th>
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<td>MINIMUM</td>
</tr>
<tr>
<td>Principal</td>
<td>$ 55.00</td>
</tr>
<tr>
<td>Structural Engineer</td>
<td>$ 40.00</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$ 45.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Engineer Level IV</td>
<td>$ 42.00</td>
</tr>
<tr>
<td>Engineer Level III</td>
<td>$ 32.00</td>
</tr>
<tr>
<td>Engineer Level II</td>
<td>$ 22.00</td>
</tr>
<tr>
<td>Engineer Level I</td>
<td>$ 15.00</td>
</tr>
<tr>
<td>CAD Designer</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>Survey Crew Chief</td>
<td>$ 30.00</td>
</tr>
<tr>
<td>Technician Level III</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Technician Level II</td>
<td>$ 20.00</td>
</tr>
<tr>
<td>Technician Level I</td>
<td>$ 12.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 20.00</td>
</tr>
</tbody>
</table>

It is understood that direct expenses and subcontractor expenses will be billed without markup and copies of said expenses will be provided with all invoicing.

Mileage expenses are not allowed.

It is also understood that an increase in hourly rates will not cause an increase in the upper limit of compensation.

Pursuant to the Professional Services Agreement, salary rate increases will be permitted on an annual basis.
# Purchase Requisition

**Procurement Services Division**

**Date:** Feb 7, 2018  
**MinuteTraq (IQM2) ID #:** 11962  
**Department Req #:** 18213  
**RFP, Bid or Quote #:**

## Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Walter E. Deuchler Associates</th>
<th>Vendor #: 24327</th>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mark Halm</td>
<td>Email:</td>
<td>Attn: Accounts Payable</td>
<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 230 Woodlawn Avenue</td>
<td></td>
<td>Address: 7900 S. Route 53</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Aurora</td>
<td>State: IL</td>
<td>Zip: 60506</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-897-4651</td>
<td>Fax: 630-897-5696</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Send Invoices To:

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

## Send Payments To:

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

## Payment Terms

<table>
<thead>
<tr>
<th>PER 50 ILC5 505/1</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use for PO25 only</td>
<td>Contract Administrator</td>
<td>Contract Start Date</td>
<td>Contract End Date</td>
</tr>
</tbody>
</table>

## 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):

## LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>To provide engineering services related to NPDES permit compliance for the Woodridge and Knollwood Wastewater Treatment Facilities through 6/30/20</td>
<td>2000</td>
<td>2555</td>
<td>53010</td>
<td>22,500.00</td>
<td>22,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $22,500
Required Vendor Ethics Disclosure Statement

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

Company Name: Walter E. Deuchler Associates, Inc.  
Contact Phone: 630-897-4651

Company Contact: Mark Halm, P.E. BCCE
Contact Email: mhalme@deuchler.com

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: __________________________

Printed Name: Mark J. Halm, P.E. BCCE

Title: Vice President

Date: February 8, 2017

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

2018-72
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 6, 2018</td>
<td>March 8, 2018 through March 7, 2019</td>
<td>$24,000.00</td>
<td>Facilities Management</td>
<td>Laura Grobe Completed 02/06/2018 4:20 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Tim Harbaugh Completed 02/06/2018 4:31 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Nick Kottmeyer Completed 02/07/2018 8:32 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Kathy Ostrowski Completed 02/12/2018 9:58 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>James McGuire Completed 02/14/2018 9:07 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Paul Rafac Completed 02/14/2018 3:17 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Kathy Ostrowski Completed 02/15/2018 11:31 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Public Works Committee Pending 02/20/2018 9:15 AM</td>
</tr>
</tbody>
</table>

Requisition under 25k dollars

2018-72
**Purchase Requisition**  
**Procurement Services Division**

**Send Purchase Order To:**  
Vendor: Metropolitan Industries, Inc.  
Vendor #: 11012  
Attn: Brad Overton  
Email: boverton@metropolitanind.com  
Address: 37 Forestwood Drive  
City: Romeoville  
State: IL  
Zip: 60446  
Phone: 815-886-9200  
Fax: 815-886-4573

**Send Invoices To:**  
Vendor: Metropolitan Industries, Inc.  
Vendor #: 11012  
Attn: Tim Harbaugh  
Email: mary.ventrella@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-5700  
Fax: 630-407-5701

**Send Payments To:**  
Vendor: Metropolitan Industries, Inc.  
Vendor #: 11012  
Attn:  
Email:  
Address: 37 Forestwood Drive  
City: Romeoville  
State: IL  
Zip: 60446  
Phone:  
Fax: 

**Ship To:**  
Vendor: Metropolitan Industries, Inc.  
Vendor #: 11012  
Attn: Brad Overton  
Email: boverton@metropolitanind.com  
Address: 37 Forestwood Drive  
City: Romeoville  
State: IL  
Zip: 60446  
Phone: 815-886-9200  
Fax: 815-886-4573

**Payment Terms:** F.O.B.  
**PO 20 Delivery Date:** 
**Requisitioner:** Mary Ventrella

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Mary Ventrella</td>
<td>Mar 8, 2018</td>
<td>Mar 7, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td></td>
<td>Replacement Metropolitan Pumps</td>
<td>1000</td>
<td>1100</td>
<td>52000</td>
<td></td>
<td></td>
<td>12,500.00</td>
<td>12,500</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td></td>
<td>Pumps Parts</td>
<td>1000</td>
<td>1100</td>
<td>52250</td>
<td></td>
<td></td>
<td>10,000.00</td>
<td>10,000</td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LO</td>
<td></td>
<td>Pump Repairs - Regular Rate $145.00/hr. Rate &amp; Half $217.50/hr. Double Rate $290.00/hr.</td>
<td>1000</td>
<td>1100</td>
<td>53370</td>
<td></td>
<td></td>
<td>1,500.00</td>
<td>1,500</td>
</tr>
</tbody>
</table>

Requisition Total $ 24,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):  
Provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps as needed for County campus.

**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):  
Public Works Committee: 02/20/18
## JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

<table>
<thead>
<tr>
<th>REQUISITION #</th>
<th>DEPARTMENT</th>
<th>Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANUFACTURER</td>
<td>Metropolitan Industries, Inc.</td>
<td></td>
</tr>
<tr>
<td>PRODUCT #</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
Metropolitan pump repairs, parts and replacements as needed for campus discharge pumps at quoted service rates for a one year period.

### THIS IS A SOLE SOURCE BECAUSE VENDOR IS:
- [ ] sole provider of a licensed or patented good or service
- [x] sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- [ ] sole provider of factory-authorized warranty service
- [ ] sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
- [ ] the manufacturer (please detail below or attach information regarding why only this manufacturers product can be used)
- [ ] the software manufacturer (and sole maintenance/update provider)
- [ ] other – (please detail below or in an attachment)

### REQUESTED SOURCE
<table>
<thead>
<tr>
<th>Metropolitan Industries, Inc.</th>
</tr>
</thead>
</table>

### CONTACT
<table>
<thead>
<tr>
<th>Brad Overton</th>
</tr>
</thead>
</table>

### PHONE
| 815-886-9200 |

### WEBSITE
| www.metropolitanind.com |

### WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
Metropolitan Industries, Inc. is the only company in the Midwest that designs and builds the entire unit, consisting of the control unit, pump, pit, flotation system & cover, all necessary for our applications. They provide OEM parts and service technicians for the existing Metropolitan pumps servicing the County campus facilities.

### HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)
No, other pumps will not mount to our existing hangers and mounts. With some pumps 15' to 30' below ground, it is not practical to replace flanges to accept other manufactured pumps. Labor cost and time to replace make this prohibited.

### WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)
Well and Barnes pumps are also used on the campus, but will not mount to the existing hangers and mounts where Metropolitan pumps are currently being used.

---

**Signature on File** 2-15-18

**DEPARTMENT APPROVAL** 2-6-18

---

Attachment: Metropolitan Industries - Sole Source (2018-72 : FM Metropolitan Industries)
February 8, 2017

DuPage County Facilities Management
Mary Ventralia
421 N. County Farm Road
Wheaton, IL 60187

Re: Pumps and Pumping Systems

To Whom It May Concern:

Please be advised that Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, Illinois 60446 is the exclusive distributor of Pentair Brand pumps and parts in Illinois and Indiana. We are also the Pentair warranty service center for Illinois and Indiana.

We are the sole manufacturer and distributor of Metropolitan brand self-priming pumps and Metropolitan pumping systems. We handle all warranty and non-warranty service on a twenty four hour basis.

We are the sole distributor of pumps and parts for the municipal market in Illinois and Indiana, of Pentair and Metropolitan brands.

Please call me with any questions.

Sincerely,
METROPOLITAN INDUSTRIES, INC.

Diane Ahrendt
Effective February 1, 2017

Municipal Service Rates

We offer 24 hour service on pumps and associated control panels, to all our customers. Our charges are calculated from the time the service technician leaves our shop until he returns. The following rates are per man/per hour.

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Rate</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 a.m. – 3:00 p.m. Monday - Friday</td>
<td>$145.00 / Hour</td>
<td>Regular Rate</td>
</tr>
<tr>
<td>3:00 p.m. – 7:00 a.m. Monday – Friday</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Saturday – All Day</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Sunday and Holidays – All day</td>
<td>$290.00 / Hour</td>
<td>Double Rate</td>
</tr>
</tbody>
</table>

- 15% discount on replacement pumps and parts

There is a 4 hour minimum billing on regular hourly rate.
There is a 4 hour minimum billing on overtime hourly rate.

We will be happy to provide you with a written quotation on any repairs you might need.

If you have any questions or would like references, please call me: Brad Overton, Service Manager at 815-886-9200 ext. 230.
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: Feb 2, 2018

BID/Contract/PO #: 

Company Name: Metropolitan Industries, Inc.  Company Contact: Diane Ahrendt
Contact Phone: 815/886-9200  Contact Email: dahrendt@metropolitanind.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description (e.g. cash, type of item, in-kind services, etc.)

<table>
<thead>
<tr>
<th>Amount/Value</th>
<th>Date Made</th>
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</thead>
<tbody>
<tr>
<td></td>
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</table>

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

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

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

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

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

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

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

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

Authorized Signature ____________________________  Signature on file

Printed Name: Diane Ahrendt  Title: Vice President

Date: February 2, 2018

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Metropolitan Industries, Inc.</th>
<th>Vendor #: 11012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Tim Harbaugh</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Assign: Public Works Committee: 02/20/18</td>
</tr>
</tbody>
</table>

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

Recommendation for the approval of a contract purchase order to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for a total contract amount not to exceed $24,000.00 per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids. Sole Provider of Metropolitan Pumps.

**Reason for Procurement**

There are approximately twenty-four (24) Metropolitan discharge pumps in service on the campus used to carry ground water from the facilities, which routinely require repair, replacement parts and replacement.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1000-1100-52000, 52250, 53370
- 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(8) (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: Sole provider of items that are compatible with existing equipment.

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
- 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)**

- Prepared By: [Signature] Feb 2, 2018
- Recommended for Approval: [Signature] 2-6-18
- FT Approval, if required: [Signature] Date

**REVIEWED BY (Initials Only)**

- Buyer: [Signature] 2-13-18
- Procurement Officer: [Signature] 2-14-18
- Chief Financial Officer (Decision Memos Over $25,000): [Signature] 2-14-18
- Chairman's Office (Decision Memos Over $25,000): [Signature] Date

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 228
Resolution
PW-R-0076-18

APPROVAL OF AGREEMENT AND RELEASE BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND DIXON ENGINEERING, INC. FOR THE FINAL RESOLUTION OF WARRANTY CLAIMS RELATING TO THE ROSEWOOD WATER TOWER REHABILITATION WORK

WHEREAS, pursuant to Resolution PWp-012-13, the County OF DuPage ("County") and Dixon Engineering, Inc. ("Dixon") entered into an agreement ("Design Agreement") for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

WHEREAS, Dixon performed the services set forth in the Design Agreement; and

WHEREAS, Dixon and the County subsequently identified design and construction management tasks were not performed, or which were not performed in accordance with the appropriate engineering standard; and

WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Design Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes; and

WHEREAS, Dixon and the County have negotiated the attached Settlement Agreement and Release whereby the County will agree to release its claims against Dixon arising from the 2013 procurement in exchange for Dixon’s agreement to refund the County for design and construction management tasks either not performed, or which were not performed in accordance with the appropriate engineering standard., and reimburse the County for other attendant expenses; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of the attached Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Settlement Agreement and Release is hereby approved; and

BE IT FURTHER RESOLVED that the County Board Chairman, or his designee, the Superintendent of Public Works, is authorized to executed said Settlement Agreement and Release on behalf of the County of DuPage, together with such supplementary materials as necessary to carry out and implement the matters set forth therein.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

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

PW-R-0076-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter "Agreement") made and entered into this ____ day of February, 2018 by and between the County of DuPage, a body politic and corporate with offices at 421 North County Farm Road, Wheaton, Illinois ("County") and Dixon Engineering Inc., (hereinafter referred to as "Dixon") a Michigan corporation, licensed to do business in Illinois, with offices at 1104 Third Avenue, Lake Odessa, Michigan, (collectively Dixon and the County are referred to hereafter as the "Parties," and may be referred to individually as a "Party").

Recitals.

A. WHEREAS, pursuant to Resolution PWp-012-13, the County and Dixon entered into an Agreement ("Agreement") for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

B. WHEREAS, Dixon performed the services set forth in the Agreement; and

C. WHEREAS, a dispute has arisen between the Parties with respect to Dixon's performance under the Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

D. WHEREAS, Dixon denies the County allegations regarding Dixon's performance under the Agreement and further denies that County was injured as a consequence of Dixon's services provided to the County; and

E. WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including but not limited to, the covenants and agreements hereinafter set forth, the undersigned parties agree as follows:

1. Dixon and County have agreed, for the purposes set forth in this Settlement Agreement, that upon execution of this Settlement Agreement, Dixon agrees to pay the County the amount of fifty-six thousand five hundred dollars ($56,500.00), which sum shall be paid by Dixon to the County in two (2) equal installments of twenty-eight
forever discharge the County, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which Dixon asserted, could have asserted or may assert in the future against the County arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

5. The Parties further agree that during the period of time in which Dixon is performing its obligations pursuant to Paragraphs 1-3, above, any and all statutes of limitations relating to any claim, or claims, the County may have against Dixon related to Dixon’s performance, including any alleged errors or omission and warranty claims, per the original Agreement are hereby suspended, extended, or otherwise held in abeyance until December 31, 2019, or such later date(s) as may be allowed by the Agreement or Illinois law, but further subject to their earlier Release and Discharge in accordance with paragraph 4, above. The County covenants and agrees to forbear the filing of any suit against Dixon prior to August 2, 2019, excepting in the event of Dixon’s default under this Agreement, and also subject to the earlier Release and Discharge thereof in accordance with paragraph 4, above.

6. County and Dixon further agree that nothing herein shall constitute, or be construed as, an admission of concession of liability by either party hereto of these contested claims.

7. County and Dixon represent that they have each read this Agreement, understands that it contains a mutual Release, has signed it voluntarily after consultation with counsel, and acknowledges that it is not entering into this Agreement on the basis of any promise or representation, express or implied, that is not set forth herein.

8. This Agreement set forth the entire agreement between County and Dixon, and there are no prior or contemporaneous oral or written representations, promises or agreements not expressly referred to herein. Any amendment, alteration of addition to this Agreement must be made in writing, dated and signed by the County and by Dixon. All words, phrases, sentences and paragraphs, including the recitals hereto, are material to the execution hereof.

9. This Agreement may be signed in counterpart, and each executed copy shall be a counterpart original, of full force and effect, and enforceable against the party executing the counterpart, but all Counterparts, together, shall constitute one and the same instrument.
thousand two hundred fifty dollars ($28,250), the first installment payable on or before August 1, 2018 and the second installment payable on or before August 1, 2019.

2. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereby waive, relinquish and forgo its charge and fee for work previously completed by Dixon for the County of DuPage involving the remote inspection of the 1.2 MG water tank located at the DuPage County Governmental Campus, Wheaton Illinois; which work was undertaken pursuant to County Purchase Order (PO) 2321-0001 by Dixon acting as a sub-consultant (sub-contractor) to Rempe-Sharpe & Associates, Inc..

3. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereafter prepare documents for a project to remove the existing failing exterior system and to recoat the exterior surfaces of the County’s Rosewood Water Tower, located at 10 S 480 Route 83, Hinsdale, Illinois. More specifically, Dixon shall prepare all technical specifications and drawings, including Performance based requirements for containment of debris and waste disposal of tower’s existing lead based coating system per Illinois EPA’s requirements using SSPC Guide 6. The County shall prepare the front-end bid document forms (e.g., standard conditions, contract, disclosure forms, and ethics statements). The foregoing work shall be completed, and all work tendered to the County, on or before December 31, 2018. It is expressly understood by the Parties that Dixon is not required to perform construction management or construction inspections during the mitigation project work. Dixon shall not assume responsibility or be assigned as responsible generator of waste, hazardous or non-hazardous.

4. Upon Dixon’s satisfactory completion of all obligations set forth in the preceding Paragraphs 1-3, above, the Parties agree to a mutual release of any and all claims each Party may have against the other Party as set forth hereafter:

A. County, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and forever discharge Dixon, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which County asserted or could have asserted against Dixon arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

B. Dixon, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and
10. The validity, construction and enforceability of this Agreement shall be construed under and governed by the laws of the State of Illinois.

COUNTY OF DU PAGE

By: ____________________________
Daniel Cronin, Chairman

ATTEST:

By: ____________________________
Paul Hinds, County Clerk

DIXON ENGINEERING INC.

By: ____________________________
President

ATTEST:

By: ____________________________
Name: __________________________
Title: __________________________
AWARDING RESOLUTION
ISSUED TO BUCHANAN ENERGY (N), LLC
TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,
PUBLIC WORKS AND FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $1,347,400.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation and Public Works Committees recommend County Board approval for the issuance of a contract to Buchanan Energy (N), LLC, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Buchanan Energy (N), LLC, 7315 Mercy Road, Omaha, Nebraska 68124, for a contract total not to exceed $1,347,400.00 (Division of Transportation - $800,000.00/ Public Works - $475,000.00/ Facilities Management - $72,400.00), per renewal option under bid award 16-043-BF, second of three options to renew.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<td>$1,347,400.00</td>
<td>TRANSPORTATION COMMITTEE</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

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<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>01/26/2018 11:36 AM</td>
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<tr>
<td>Angela Bendinelli</td>
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<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>02/06/2018 8:36 AM</td>
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<tr>
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<td>Tim Harbaugh</td>
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<tr>
<td>James McGuire</td>
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<tr>
<td>Paul Rafac</td>
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<td>County Board</td>
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<td>02/27/2018 10:00 AM</td>
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**Purchase Requisition**
Procurement Services Division

**Send Purchase Order To:**
Vendor: Buchanan Energy (N) LLC  
Vendor #: 24431  
Attn: Matthew Atkins  
Email: matkins@buchananenergy.com  
Address: 7315 Mercy Road  
City: Omaha  
State: NE  
Zip: 68124  
Phone: 630-509-2051  
Fax: 866-460-7283

**Send Invoices To:**
Dept: Division of Transportation  
Division: Fleet Maintenance  
Attn: Kathy Curtio  
Email: kathy.black@dupageco.org  
Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6892  
Fax: 

**Send Payments To:**
Vendor: Buchanan Energy (N) LLC  
Vendor #: 24431  
Attn:  
Email:  
Address: 7315 Mercy Road  
City: Omaha  
State: NE  
Zip: 68124  
Phone: 630-509-2051  
Fax: 866-460-7283

**Ship To:**
Dept: Division of Transportation  
Division: Fleet Maintenance  
Attn: Joe Bechtold  
Email: Joseph.bechtold@dupageco.org  
Address: 180 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6931  
Fax: 630-407-6962

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<th>Dept #</th>
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<th>Act #</th>
<th>Sub-Accts and/or Activity #</th>
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<td></td>
<td></td>
<td>2,400.00</td>
<td>2,400.00</td>
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**Requisition Total:** $1,347,400.00

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL FOR THE PERIOD APRIL 1, 2018 THROUGH MARCH 31, 2019 PER LOW BID OPTION TO RENEW #16-043 GROUP 1 (DOT) AND GROUP 3 (FM)

THIS IS THE SECOND OF THREE OPTIONAL RENEWALS

DOLLAR VALUE IS ESTIMATED. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS, WITH ITEMS AND QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED.

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

SEND COMPLETED APPROVED PO TO MATTHEW ATKINS

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

FY2018 1500-3520-52260 $500,000.00  
FY2019 1500-3520-52260 $300,000.00

DT-P-0034-18  
Public Works - 02/20/18  
Transportation - 02/20/18  
Finance - 02/27/18  
County Board - 02/27/18
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver Gasoline and Diesel Fuel, for a contract total, not to exceed, $1,347,400.00.

**Reason for Procurement**

To provide Gasoline and Diesel fuel for County owned and operated vehicles and equipment.

**FUNDING SOURCE**

☑ Procurement budgeted for (FY and budget code(s)): 1500-3520-52260 (DOT) 2000-2665-52260 (PW) 1000-1100-52260, 53300 (FM)

☐ 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 # 16-043-BF ☐ 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)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval Date</th>
<th>IT Approval, if required Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DG, CPPB</td>
<td>1/18</td>
<td>1/24/18</td>
<td></td>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer Date</th>
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<tbody>
<tr>
<td>1/31/18</td>
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<td>2-1-18</td>
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<table>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office Date</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>2-13-18</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Buchanan Energy (N) LLC, 7315 Mercy Rd, Omaha, NB 68124 herein after called the "Contractor", witnesseth;

The County and the Contractor have previously entered into a 1st Renewal Contract, pursuant to low bid #16-043 which became effective April 1, 2017, and which expires March 31, 2018. The contract is subject to a 2nd option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract #16-043.

The contract renewal becomes effective April 1, 2018 and expires March 31, 2019 contingent upon any applicable Parent Committee and Board approval.

BUCHANAN ENERGY (N) LLC.  
Signature on File

Signature on File

DATE

ADAM MONAHON

DATE

GLENDA VASAK
BUYER II

COUNTY OF DUBUQUE

SIGNATURE

PRINTED NAME

PRINTED TITLE

PACKET PG. 239
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: Jan 29th, 2018
Bid/Contract/PO #: 16-043

Company Name: Buchanan Energy
Contact Phone: (312) 796-4693
Company Contact: Adarion Mahone
Contact Email: Amahone@buchananenergy.com

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Elliot</td>
<td>Chicago SPE (N) Inc</td>
<td>Cashier Check</td>
<td>$5,000</td>
<td>Mar 17, 2016</td>
</tr>
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</table>

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

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

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

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

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

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

Authorized Signature: __________________________

Printed Name: Adarion Mahone
Title: Business Development Manager
Date: January 29, 2018

Attach additional sheets if necessary. Sign each sheet and number each page.  Page 1 of 1 (total number of pages)
Request for three (3) Public Works staff one (1) Water Operator and two (2) Wastewater Operators to travel to Springfield, Illinois on March 20-21, 2018 to attend the WATERCON 2018 Conference. The Conference covers potable water, wastewater, and stormwater issues, along with several technical presentations and numerous exhibits. Expenses to include: registration, lodging, meals, and gas for an approximate overall cost of $1,620.00

<table>
<thead>
<tr>
<th>Name: [REDACTED]</th>
<th>Title:</th>
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</thead>
<tbody>
<tr>
<td>Department: Public Works Committee</td>
<td></td>
</tr>
<tr>
<td>Request Date: February 15, 2018</td>
<td>Account Code: 2000-2665-53510</td>
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</tbody>
</table>

Purpose of Trip: (explain fully the necessity of making the trip)
American Water Works Association’s “WATERCON 2018” to be held in Springfield, IL on March 20-21, 2018. This conference covers potable water, wastewater and stormwater issues, technical presentations, and exhibits. This conference will be beneficial to introduce any advancements in the industry.

| Destination: Springfield, Illinois |
| Date of Departure: March 20, 2018 | Date of Return Arrival: March 21, 2018 |
|(Please include a detailed explanation if different from official business dates) |

Please indicate the estimated amount for each applicable expense.

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<tr>
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Reviewed by and Date Approved

<table>
<thead>
<tr>
<th>Reviewer</th>
<th>Completed Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Bendinelli</td>
<td>02/15/2018 3:11 PM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>02/15/2018 3:12 PM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Pending</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
</tr>
<tr>
<td></td>
<td>02/27/2018 10:00 AM</td>
</tr>
</tbody>
</table>
MEMORANDUM

DATE: February 15, 2018

TO: James Healy, Chairman
Members of the Public Works Committee

FROM: Nick Kottmeyer, Director

RE: Approval to attend the WATERCON 2018 Conference

Authorization is requested to send one (1) Water Operator and two (2) Wastewater Operators to the WATERCON 2018 Total Water Conference held March 20-21, 2018 in Springfield, Illinois. This conference covers potable water, wastewater and stormwater issues, along with several technical presentations and numerous exhibits.

The cost for the conference is:

- Registration: $200.00 x 3 = $600.00
- Hotel: 1 night $200.00 x 3 = $600.00
- Per Diem: $120.00 x 3 = $360.00
- Gas: $60.00 = $60.00

TOTAL..................$1,620.00
## Tuesday, March 20 | Operators Day

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Collections</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Management – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Water Treatment</td>
</tr>
<tr>
<td>8:00 am – 1:00 pm</td>
<td>Women In Water (all are welcome)</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Operator &amp; Small Systems Track – Meet the IEPA</td>
</tr>
<tr>
<td>10:00 am – 5:00 pm</td>
<td>Operator &amp; Small Systems Track</td>
</tr>
<tr>
<td>10:30 am – 2:00 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Box Lunch</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Engineering – Water</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Asset Management – Water and Wastewater</td>
</tr>
<tr>
<td>3:00 – 5:00 pm</td>
<td>Treatment – Wastewater</td>
</tr>
<tr>
<td>5:00 – 6:00 pm</td>
<td>Meet &amp; Greet Exhibit Hall Reception</td>
</tr>
<tr>
<td>6:00 – 8:00 pm</td>
<td>Women In Water Adventure Activity</td>
</tr>
</tbody>
</table>

## Wednesday, March 21 | Retirees Day

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Stormwater Management</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Asset Management – Water</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Engineering – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 – 11:30 am</td>
<td>Operator Testing Prep – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Safety and Security</td>
</tr>
<tr>
<td>8:00 am – 4:30 pm</td>
<td>Water Distribution</td>
</tr>
<tr>
<td>8:30 – 10:00 am</td>
<td>Junior Science Fair Presentations</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Bullet Journalling</td>
</tr>
<tr>
<td>9:00 am – 4:30 pm</td>
<td>Workforce Development &amp; Mentoring</td>
</tr>
<tr>
<td>10:00 am – 4:30 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 2:00 pm</td>
<td>Fuller Award Lunch</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Operators Testing Lunch (Long 9 Buffet)</td>
</tr>
<tr>
<td>1:00 – 6:00 pm</td>
<td>EPA Administered Operator Tests – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>2:00 – 4:00 pm</td>
<td>Tour of CWLP Treatment Plant</td>
</tr>
<tr>
<td>2:00 – 4:30 pm</td>
<td>Source Water</td>
</tr>
<tr>
<td>3:00 – 4:30 pm</td>
<td>Water Loss</td>
</tr>
<tr>
<td>3:00 pm</td>
<td>Meter Madness</td>
</tr>
<tr>
<td>4:00 pm</td>
<td>Hydrant Hysteria</td>
</tr>
<tr>
<td>5:00 pm</td>
<td>Tapping Competition</td>
</tr>
</tbody>
</table>

## Thursday, March 22

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30 – 9:00 am</td>
<td>Installation of Officers and Awards Breakfast</td>
</tr>
<tr>
<td>9:00 am – 12:00 pm</td>
<td>Regulatory Session</td>
</tr>
</tbody>
</table>

## Water Operator License Credits Information

All technical sessions, and Exhibit Hall Stretch Your Education sessions qualify unless stated otherwise. Water, wastewater, and stormwater courses apply for water operator renewal training credit. Sessions are 30 minutes in duration unless otherwise noted.

## Engineering License Credit Information

All sessions apply for Engineering Professional Development Hours.
1. CALL TO ORDER

9:15 AM meeting was called to order by Chair James Healy at 9:15 AM.

2. ROLL CALL

PRESENT: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Public Works Committee - Regular Meeting - Jan 16, 2018 9:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. New Business

Director Kottmeyer presented Regulatory Manager Phillip with a 20 Year Anniversary Award. Greg has been instrumental in the success of the Drainage Division.

5. BUDGET TRANSFERS

The motion was to combine and approve the Budget Transfers as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. Budget Transfers -- Budget Transfer – Drainage - $20,000.00 – Budget transfer for cost share with Public Works and Stormwater on Xylem Water Solutions pump purchase.

B. Budget Transfers -- Budget Transfer – Public Works - $20,000.00 – Residents have begun to take advantage of the County’s overhead sewer program. Budget transfer is to cover reimbursement costs to residents for installing overhead sewers.

C. Budget Transfers -- Budget Transfer – Facilities Management - $40,397.00 – Budget transfer to Drainage to cover Oct/Nov labor charges from Public Works.

6. CONSENT ITEMS

A. Consent Item -- Phoenix Systems & Service - Contract Extension
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

7. CLAIMS REPORT

A. Payment of Claims -- Public Works, Drainage, Facilities Management
The motion was to combine and approve the Claims Reports as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

8. JOINT PURCHASING AGREEMENT
A. PW-P-0047-18 Recommendation for the approval of a contract purchase order to Supply Works, for janitorial supplies, as needed, for Public Works, for the period January 1, 2018, through, October 31, 2020, for a total contract amount not to exceed $45,000.00. Contract pursuant to the Intergovernmental Cooperation Act US Communities Contract #17-21.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. PW-P-0046-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of one (1) 2018 Ford Transit 250 van, for Public Works, for a contract total amount not to exceed $26,114.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

C. FM-P-0038-18 Recommendation for the approval of a contract purchase order to F.H. Paschen, S.N. Nielsen & Assoc. LLC, for General Governmental Services Contracting (GGSC), for on-call repair and construction services for County facilities, for Facilities Management, for the period February 14, 2018 through August 20, 2019, for a total contract amount not to exceed $475,000.00, per 30 ILCS 525 (Village of Lakemoor RFP NO. 17-RFP-512)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

D. PW-P-0039-18 Recommendation for the approval of a contract purchase order to Bob Ridings, Inc., for the purchase of one (1) 2018 Ford F-350 Super Cab 4x4 truck, for Public Works, for a contract total amount not to exceed $48,946.00. Contract let pursuant to the Governmental Joint Purchasing Act [State of Illinois]
RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

E. FM-P-0040-18 Recommendation for the approval of a contract purchase order to Trane U.S. Incorporated, to provide an AdaptiView Control Panel Upgrade for chiller #3 at the Power Plant, for Facilities Management, for the period February 14, 2018 through November 30, 2018, for a total contract amount not to exceed $60,000.00. Contract pursuant to the Intergovernmental Cooperation Act U.S. Communities #15-JLP-023

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

F. FM-P-0041-18 Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc., for roof inspection, preventive maintenance and minor repair as needed for campus roofs, for Facilities Management, for the period February 14, 2018 through February 28, 2019, for a contract total amount not to exceed $122,718.82. Contract pursuant to the Intergovernmental Cooperation Act National IPA #R132205

The motion was to combine and approve Joint Purchasing Agreement Items 8B. through 8F. as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

9. LOW QUOTE
The motion was to combine and approve the Low Quotes as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

A. 2018-58 Recommendation for the approval of a contract purchase order to LAI, Ltd., to furnish and deliver three (3) Safe-Tank double wall high density cross-linked polyethylene tanks, for Public Works, for a contract total amount not to exceed $24,945.00, per low quote 18-021-JM

B. 2018-59 Recommendation for the approval of a contract purchase order to Elmhurst Chicago Stone, for the disposal of uncontaminated soil due to sewer and water main repairs, for Public Works, for the period February 6, 2018 through February 5, 2019, for a total contract amount not to exceed $23,000.00, per E-Quote 18-010-JM (Other than lowest responsible quote)

C. 2018-60 Recommendation for the approval of a contract purchase order to PAHCS II/Northwestern Medicine Occupational Health, to provide comprehensive post offer physicals and functional job screening, for Facilities Management, for the two year period March 24, 2018 through March 23, 2020, for a total contract amount not to exceed $11,000.00, per low quote #17-197-JM

D. 2018-61 Recommendation for the approval of a contract purchase order to Columbia Pipe & Supply Co. for Fifty Six 4-inch butterfly valves for Woodridge Greene Valley aeration tank for Public Works, for a contract total amount not to exceed $6,654.48, per low quote Q18-012JM

10. SOLE SOURCE

A. 2018-62 Recommendation for the approval of a contract purchase order to Corrpro Companies, Inc., to furnish and install two (2) cathodic protection systems for pump stations, for the Judicial Office Facility, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $23,175.00, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – equipment consistency for maintenance

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

11. BID AWARD
A. FM-P-0042-18 Recommendation for the approval of a contract purchase order to Butler Chemicals Co., Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for a three year period, February 14, 2018 through February 13, 2021 for a contract total amount not to exceed $105,000.00, per lowest responsible bid #18-018-GV.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Sean T Noonan, Vice Chair
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

12. ACTION ITEMS

A. Action Item -- Recommendation to reject all bids received for Bid #18-007-DT, Northern Campus Tree Program, bid opened January 19, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

B. DT-R-0058-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE services for the Division of Transportation and Department of Public Works, for an estimated County cost of $62,000.00 (Division of Transportation - $40,000.00/ Public Works - $22,000.00)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gary Grasso, District 3
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Fichtner, Grant

13. OLD BUSINESS

14. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:37 AM.
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1960-1 SERV  Original Purchase Order Date: Aug 28, 2016  Change Order #: 4
Vendor Name: Fox Valley Hre & Safety Company, Inc.  Vendor #: 11067  Department: Facilities Management
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53300 $11,608.84, line 4 1500-3510-53300 $50.00, line 5 2000-2555-53300 $12,632.50, line 6 2000-2665-53300 $2,750.00 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$123,445.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$123,445.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>-$27,041.34</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$96,403.66</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>91%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B + D / A) 60% maximum on construction contracts</td>
<td>91%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days)  ☒ Contract Only
☐ Change budget code from: __________________________ to: __________________________
☐ Increase/Decrease quantity from: __________________________ to: __________________________
☐ Price shows: __________________________________ should be: __________________________
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

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

KB 5695 Feb 5, 2018  2/7/2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEVED BY (Initials Only)

Buyer  3/12/18  Procurement Officer  2-12-18
Date  Date

Chief Financial Officer  Date
(Decision Memos Over $25,000)
Chairman's Office  Date
(Decision Memos Over $25,000)

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>2230-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Oct 1, 2016</th>
<th>Change Order #:</th>
<th>1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>CenterPoint Energy Services, Inc.</td>
<td>Vendor #:</td>
<td>19425</td>
<td>Dept Contact:</td>
<td>Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53200 $42,668.26, line 2 1200-2045-53200 $11,020.33 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

---

KB: 5695 | Prepared By (Initials): ________________ | Phone Ext: 5695 | Date: Feb 2, 2018 | Recommended for Approval (Initials): ________________ | Phone Ext: 6818 | Date: 2-2-2018

REVIEWED BY (Initials Only):

[Signature] 2-18-18 | Buyer: ________________ | Date: ________________ | Procurement Officer: ________________ | Date: ________________

[Signature] 2-13-18 | Chief Financial Officer (Decision Memos Over $25,000): ________________ | Date: ________________ | Chairman's Office (Decision Memos Over $25,000): ________________ | Date: ________________

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

CITY OF CHICAGO

CITY OF CHICAGO

CITY OF CHICAGO

CITY OF CHICAGO
Request for Change Order
Procurement Services Division

Purchase Order #: 2141-1 SERV
Original Purchase Order Date: Nov 2, 2016
Change Order #: 1
Department: Facilities Management
Vendor Name: Home Depot U.S.A., Inc.
Vendor #: 11219
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $6,436.03, line 2 $1,056.62, line 3 $200.00, line 4 $47.53, line 5 $4,932.91, line 6 $218.18 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

| A Starting contract value | $24,500.00 |
| B Net $ change for previous Change Orders |
| C Current contract amount (A + B) | $24,500.00 |
| D Amount of this Change Order | Increase | Decrease | ($12,891.27) |
| E New contract amount (C + D) | $11,608.73 |
| F Percent of current contract value this Change Order represents (D / C) | -52.62% |
| G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -52.62% |

DECISION MEMO NOT REQUIRED

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

☐ Change budget code from: ________________________________ to: ________________________________

☐ Increase/Decrease quantity from: ________________________________ to: ________________________________

☐ Price shows: ________________________________ should be: ________________________________

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

DECISION MEMO REQUIRED

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

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

OTHER - explain below:

KB 5695 Feb 7, 2018 6818 2-08-2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

\[signature\]
Buyer 2/12/18

\[signature\]
Prourement Officer 2/14/18

\[signature\]
Chief Financial Officer 1/2/18
(Decision Memos Over $25,000)

\[signature\]
Chairman's Office 2/14/18
(Decision Memos Over $25,000)

2018-EPB-8 PM 2:47
FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 22921 SERV
Original Purchase Order Date: Jan 26, 2017
Change Order #: 4
Department: Facilities Management

Vendor Name: Prism Mechanical Corp.
Vendor #: 11249
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request: Change order to decrease line 1 $4,983.02, line 3 $5,654.87, line 6 $9,475.30 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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<tr>
<th>INCREASE/DECREASE</th>
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<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
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DECISION MEMO NOT REQUIRED

☐ Cancel entire order
☐ Close Contract
☐ Contract Extension (29 days)
☒ Consent Only
☐ Decrease remaining encumbrance and close contract
☐ Increase encumbrance and close contract
☐ Decrease encumbrance
☐ Increase encumbrance

DECISION MEMO REQUIRED

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

KB 5695 Phone Ext Feb 7, 2018 16818 2-8-2018
Prepared By (Initials)  Phone Ext Date  Recommended for Approval (Initials)  Date

REVIEWED BY (Initials Only)

Buyer  Date  Procurement Officer  Date
2/13/18  2-14-18

Chief Financial Officer (Decision Memos Over $25,000)  Date  Chairman's Office (Decision Memos Over $25,000)  Date
2018 FEB - 8 PM 4/17

CONSENT AGENDA

Rev 1.6
Packet Pg. 253

### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

**Purchase Order #:** 2047-1 SERV  
**Original Purchase Order Date:** Dec 1, 2016  
**Change Order #:** 1  
**Department:** Facilities Management

**Vendor Name:** Red Wing Brands of America Inc  
**Vendor #:** 10549  
**Dept Contact:** Katie Boffa

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 $3,216.38, line 2 $4,849.61, line 3 $2,300.00, line 4 $4,763.19, line 5 $1,105.30, line 6 $495.06 and close contract.

---

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

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

### INCREASE/DECREASE

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

### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order
- [ ] Change budget code from: to:
- [ ] Increase/Decrease quantity from: to:
- [ ] Price shows: should be:
- [x] Decrease remaining encumbrance and close contract

### DECISION MEMO REQUIRED

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

---

**KB** 5695  
**Prepared By (Initials):**  
**Phone Ext:**  
**Feb 7, 2018**  
**Recommended for Approval (Initials):**  
**Phone Ext:**  
**Date: 2-18-2018**

**Reviewed By (Initials Only):**

- **Buyer:**  
  - **Date:** 2-12-18  
  - **Procurement Officer:**  
    - **Date:** 2-14-18

- **Chief Financial Officer**  
  - **Date:**  
    - **Chairman’s Office**  
      - **Date:**

---

**CONSENT AGENDA**

**FEB 7 2018**

**Packet Pg. 254**

**Rev 1.6**

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2048-1 SERV</th>
<th>Original Purchase Order Date: Nov 13, 2016</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Tee Jay Service Company, Inc.</td>
<td>Vendor #: 11358</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $19,329.68, line 2 $356.00 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value $45,612.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C Current contract amount (A + B) $45,612.00</td>
</tr>
<tr>
<td>D Amount of this Change Order Increase Decrease $(19,685.68)</td>
</tr>
<tr>
<td>E New contract amount (C + D) $25,926.32</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C) -43.16%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -43.16%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

K8 5695 Feb 7, 2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

2-8-2018

REVIEWED BY (Initials Only)

Buyer 2/21/18 Procurement Officer 2-13-18

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

Chairman's Office (Decision Memos Over $25,000) Date

2018-FEB 8 PM 2:17

CONSENT AGENDA

FEB 2 7 2018

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FORM OPTIMIZED FOR ACSOBAT AND ADOBE READER VERSION 9 OR LATER
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2024-1 SERV</th>
<th>Original Purchase Order Date: Oct 1, 2016</th>
<th>Change Order #: 3</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Wheaton Sanitary District</td>
<td>Vendor #: 10037</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request: Change order to decrease line 1 $9,474.77, line 2 $4,331.32 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$280,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$150,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$430,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease $(13,806.09)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$416,193.91</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>3.21%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (D+C/A) (60% maximum on construction contracts)</td>
<td>48.64%</td>
</tr>
</tbody>
</table>

#### DECISION MEMO NOT REQUIRED

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

#### DECISION MEMO REQUIRED

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

KB 5695 Phone Ext 6518
Prepared By (Initials) Feb 7, 2018 Date Recommended for Approval (Initials) Phone Ext 2-8-2018 Date

**REVIEWED BY (Initials Only)**

Buyer

Date: 3/13/18 Date: 2-14-18

Prourement Officer

Finance

Chief Financial Officer

(Decision Memos Over $25,000)

Date: Chairman’s Office

(Decision Memos Over $25,000)

Date: Chairman’s Office
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 315-1 SERV
Original Purchase Order Date: Nov 1, 2014
Change Order #: 1
Department: Facilities Management

Vendor Name: Atlas Copco Compressors LLC
Vendor #: 12071
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $5,874.97, line 3 $4,125.03 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A Starting contract value $347,500.18
B Net $ change for previous Change Orders 0.00
C Current contract amount (A + B) $347,500.18
D Amount of this Change Order
   ☐ Increase
   ☑ Decrease ($10,000.00)
E New contract amount (C + D) $247,500.18
F Percent of current contract value this Change Order represents (D/C) -28.78%
G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -28.78%

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☑ Consent Only
☐ Change budget code from: ☐ Close Contract ☒ Contract Extension (29 days) ☐ Consent Only
☐ Increase/Decrease quantity from: ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Price shows: ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

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

KB 5695 Feb 7, 2018 2-8-2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 2/12/18 Procurement Officer 2-14-18
Chief Financial Officer Date Chairman’s Office Date

2018 FEB - 8 PM 2:46

CONSENT AGENDA

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

### Procurement Services Division

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2287-1 SERV</th>
<th>Original Purchase Order Date: Feb 11, 2015</th>
<th>Change Order #: 4</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Brown and Root Industrial Services, LLC</td>
<td>Vendor #: 26144</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

Change order to decrease line 1 $1,099.42, line 2 $72,605.14 and close contract.

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

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

### INCREASE/DECREASE

| A | Starting contract value | $365,000.00 |
| B | Net $ change for previous Change Orders | $0.00 |
| C | Current contract amount (A + B) | $365,000.00 |
| D | Amount of this Change Order | Decrease ($73,704.56) |
| E | New contract amount (C + D) | $291,295.44 |
| F | Percent of current contract value this Change Order represents (D / C) | -20.19% |
| G | Cumulative percent of all Change Orders (B+D/A). (60% maximum on construction contracts) | -20.19% |

### DECISION MEMO NOT REQUIRED

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

- [ ] Change budget code from: ____________________________ to: ____________________________
- [ ] Increase/Decrease quantity from: ____________________________ to: ____________________________
- [ ] Price shows: ____________________________ should be: ____________________________

- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

### DECISION MEMO REQUIRED

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

<table>
<thead>
<tr>
<th>KB</th>
<th>5695</th>
<th>Feb 7, 2018</th>
<th>Recomended for Approval (Initials)</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
<td>Recomended for Approval (Initials)</td>
<td>Phone Ext</td>
<td>Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

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

**Consen Agenda**

Form optimized for Acrobat and Adobe Reader version 9 or later.
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2312-1 SERV</th>
<th>Original Purchase Order Date: May 11, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Brown and Root Industrial Services, LLC</td>
<td>Vendor #: 26144</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**
Change order to decrease line 2 $27,687.59 and close contract.

---

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

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

---

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$250,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$250,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$222,312.41</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-11.08%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (9+D/A); (60% maximum on construction contracts)</td>
<td>-11.08%</td>
</tr>
</tbody>
</table>

---

### DECISION MEMO NOT REQUIRED

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

---

### DECISION MEMO REQUIRED

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

- [ ] OTHER - explain below:

---

**KB 5695**

Date: Feb 7, 2018

**Recommended for Approval (Initials)**

Date: 2-8-2018

---

**REVIEWED BY (Initials Only)**

Buyer: 2-1378

Date: 2-14-18

Proclamation Officer:

Date: 

Chief Financial Officer

Date: 2-18-16

Chairman’s Office

Date: 

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---

**CONSENT AGENDA**

Rev 1.6

Attachment: Brown and Root 11973 - CO (17-18-277 : FM-Brown and Root Industrial Services 2312-1SERV)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1963-1 SERV</th>
<th>Original Purchase Order Date: Aug 5, 2016</th>
<th>Change Order #: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Builders Chicago Corporation</td>
<td>Vendor #: 11624</td>
<td>Department: Facilities Management</td>
</tr>
<tr>
<td>Dept Contact: Katie Boffa</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Change order to decrease line 1 1000-1100-53300 $45,468.50, line 2 1500-3510-53300 $24,022.21 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Were not reasonably foreseeable at the time the contract was signed.</td>
<td>(B) The change is germane to the original contract as signed.</td>
<td>(C) Is in the best interest for the County of DuPage and authorized by law.</td>
</tr>
</tbody>
</table>

INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td></td>
<td>$90,871.00</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td></td>
<td>$90,871.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td></td>
<td>($69,490.71)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td></td>
<td>$21,380.29</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td></td>
<td>-76.47%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (3+D/A); (60% maximum on construction contracts)</td>
</tr>
<tr>
<td></td>
<td>-76.47%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Cancel entire order</td>
<td>□ Close Contract</td>
<td>□ Contract Extension (29 days)</td>
</tr>
<tr>
<td>□ Change budget code from:</td>
<td>□ Increase Encumbrance and close contract</td>
<td>□ Decrease Encumbrance</td>
</tr>
<tr>
<td>□ Price shows:</td>
<td>□ Decrease Encumbrance and close contract</td>
<td></td>
</tr>
<tr>
<td>□ Decrease remaining encumbrance and close contract</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DECISION MEMO REQUIRED

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Increase (greater than 29 days) contract expiration from:</td>
<td>□ Funding Source</td>
<td></td>
</tr>
<tr>
<td>□ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>□ OTHER - explain below:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

KB 5695 Feb 2, 2018 X 6818 2-2-2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 2/13/18 Procurement Officer 2-14-18
Date Date

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

CONSENT AGENDA
FEB 2 7 20   Rev 1.6
Packet Pg. 260
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2023-1 SERV</th>
<th>Original Purchase Order Date: Oct 1, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: City of Wheaton</td>
<td></td>
<td>Vendor #: 10074</td>
<td>Dept Contact: Katie Boffa</td>
</tr>
</tbody>
</table>

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

Change order to decrease line 1 1000-1100-53220 $4,716.11, line 2 1200-2045-53220 $7,848.84 and close contract.

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

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

### INCREASE/DECREASE

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

**DECISION MEMO NOT REQUIRED**

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

### DECISION MEMO REQUIRED

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

---

**KB**

**Prepared By (Initials):** 5695

**Date:** Feb 2, 2018

**Recommended for Approval (Initials):** x 6818

**Phone Ext:** Date 2-2-2018

---

**REVIEWED BY (Initials Only):**

**Date:** 2/13/18

**Procurment Officer:**

**Date:** 2-14-18

**Chief Financial Officer**

(Decision Memos Over $25,000)

**Date:**

Chairman’s Office

(Decision Memos Over $25,000)

**Date:**

---

**CONSENT AGENDA**

**REV. 1.6**

Packet Pg. 261
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1915-1 SERV</th>
<th>Original Purchase Order Date: Jul 15, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Charles Equipment Energy Systems LLC</td>
<td>Vendor #: 11365</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request: Change order to decrease line 1 1100-1100-53300 $35,055.21, line 2 1100-1300-53300 $2,728.63, line 3 1500-3510-53300 $3,130.13 and close contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A Starting contract value | $76,800.00 |
| B Net $ change for previous Change Orders |
| C Current contract amount (A + B) | $76,800.00 |
| D Amount of this Change Order | $540,913.97 |
| E New contract amount (C + D) | $35,886.03 |
| F Percent of current contract value this Change Order represents (D / C) | -53.27% |
| G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts) | -53.27% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB 5695 2/2/2018 5618 2/2/2018
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer 2/13/18 Procurement Officer 2/14/18

Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date

CONSENT AGENDA

FEB 2 7 2018

Received
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1957SERV  Original Purchase Order Date: Aug 18, 2016  Change Order #: 4
Vendor Name: CDW-Government  Vendor #: 10667
Department: Public Works  Dept Contact: Amy Arlowe/Dawn Carbone

Background and/or Reason for Change Order Request: Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A Starting contract value
B Net $ change for previous Change Orders
C Current contract amount (A + B)
D Amount of this Change Order
☐ Increase  ☒ Decrease
E New contract amount (C + D)
F Percent of current contract value this Change Order represents (D / C)
G Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials)  x 6818  2/2/2018  Recommended for Approval (Initials)  x 6818  2/2/2018
Prepared By (Phone Ext)  Date  Recommended for Approval (Phone Ext)  Date

Reviewed By (Initials Only)
Buyer  2/2/2018  Procurement Officer  2/2/2018

Chief Financial Officer  (Decision Memos Over $25,000)  Date  Chairman’s Office  (Decision Memos Over $25,000)  Date

FORM OPTIMIZED FOR ADOBE READER 9 OR LATER
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 29, 2018
MinuteTraq (IQM2) ID #: 11915

Purchase Order #: 20665ERV
Original Purchase Order Date: Sep 16, 2016
Change Order #: 4

Department: Public Works
Vendor Name: Chellino Crane Inc
Vendor #: 20729
Dept Contact: Amy Arole/Dawn Carbene

Background and/or Reason for Change Order Request:
Decrease and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

| A  | Starting contract value                                      | $20,000.00 |
| B  | Net $ change for previous Change Orders                     |            |
| C  | Current contract amount (A + B)                             | $20,000.00 |
| D  | Amount of this Change Order                                 | ($10,494.56) |
| E  | New contract amount (C + D)                                 | $9,505.44  |
| F  | Percent of current contract value this Change Order represents (D / C) | -52.47% |
| G  | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -52.47% |

DEcision Memo Not Required

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

DEcision Memo Required

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

Prepared By (Initials) Phone Ext Date
M x 6818 2/2/2018 M x 6818 2/2/2018

Reviewed By (Initials Only)

Buyer Date
Chief Financial Officer Date

Chairman’s Office Date

CONSENT AGENDA

FEB 27 2018
Packet Pg. 264
Rev 1.6
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 15995ERV  
**Original Purchase Order Date:** Jan 12, 2016  
**Change Order #:** 1  
**Department:** Public Works

**Vendor Name:** Hewlett Packard Enterprises Co  
**Vendor #:** 23068  
**Dept Contact:** Amy Arlowe/Dawn Carbone

---

**Background and/or Reason for Change Order Request:** Decrease and close contract.

---

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

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

---

**INCREASE/DECREASE**

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

---

**DECISION MEMO NOT REQUIRED**

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

- [ ] Change budget code from:   
  to:   

- [ ] Price shows:   
  should be:   

- [x] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from:   
  to:   

- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- [ ] Funding Source   

- [ ] OTHER - explain below:

---

**Prepared By (Initials):** x 6B18  
**Date:** 2/2/2018  
**Recommended for Approval (Initials):** x 6B18  
**Date:** 2/2/2018

---

**REVIEWED BY (Initials Only):**

**Buyer:**  
**Date:** 2/18  
**Procurement Officer:**  
**Date:** 3-12-18

---

**Chief Financial Officer:** (Decision Memos Over $25,000)  
**Date:**  
**Chairman's Office:** (Decision Memos Over $25,000)  
**Date:**

---

**CONSENT AGENDA**

FEB 27 2018

Packet Pg. 265
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

**Packet Pg. 266**

**Central Sod Farms Inc**

**Vendor #: 10304**

**Dept Contact:** Amy Arlowe/Dawn Carbone

**Original Purchase Order Date:** Jun 20, 2017

**Change Order #: 1**

**Department:** Public Works

**Background and/or Reason for Change Order Request:** Decrease and close contract.

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

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

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$15,670.00</td>
</tr>
<tr>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$15,670.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$510.00</td>
</tr>
<tr>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-96.75%</td>
</tr>
<tr>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-96.75%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**FEB - 5 AM - 35**

**REVIEWED BY (Initials Only)**

- [ ]_Byr_ 2/12/18
- [ ]_Procurement Officer_ 2-12-18

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

- [ ]_Date_

**Chairman's Office (Decision Memos Over $25,000)**

- [ ]_Date_

**Packet Pg. 266**
## Request for Change Order

**Procurement Services Division**

**Attach copies of all prior Change Orders**

**Purchase Order #:** 2017SERV  
**Original Purchase Order Date:** Oct 1, 2016  
**Change Order #:** 2  
**Department:** Public Works

**Vendor Name:** ComEd  
**Vendor #:** 10023  
**Dept Contact:** Amy Arlowe/Dawn Carbone

**Background and/or Reason for Change Order Request:** Decrease and close contract.

---

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

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

### INCREASE/DECREASE

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

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

---

**Prepared By (Initials):**   
**Phone Ext:**   
**Date:** 2/2/2018

**Recommended for Approval (Initials):**   
**Phone Ext:**   
**Date:** 2/2/2018

**REVIEWED BY (Initials Only):**

**Buyer:**   
**Date:** 2/13/18  
**Procurement Officer:**   
**Date:** 2/14/18

**Chief Financial Officer**

(Decision Memos Over $25,000)

(Decision Memos Over $25,000)

---

**CONSENT AGENDA**

**Packet Pg. 267**
### Request for Change Order

**Procurement Services Division**

*Attach copies of all prior Change Orders*

**Purchase Order #:** 19655ERV  
**Original Purchase Order Date:** Aug 15, 2016  
**Change Order #:** 2  
**Department:** Public Works  
**Vendor Name:** HD Supply Waterworks LTD  
**Vendor #:** 12438  
**Dept Contact:** Amy Arlowe/Dawn Carbone

**Background and/or Reason for Change Order Request:** Decrease and close contract.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$60,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease ($38,904.54)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$21,095.46</td>
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<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-64.84%</td>
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<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-64.84%</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

**Prepared By (Initials):** 6/8/18  
**Date:** 2/2/2018  
**Recommended for Approval (Initials):** 6/8/18  
**Date:** 2/2/2018

**Reviewed By (Initials Only):**

**Buyer:** 2/13/18  
**Procurement Officer:** 2/13/18

**Chief Financial Officer:** (Decision Memos Over $25,000)  
**Date:** 2/13/18  
**Chairman's Office:** (Decision Memos Over $25,000)  
**Date:** 2/13/18

---

**CONSENT AGENDA**

**Packet Pg. 268**

---

**Rev. 1.6**
Request for Change Order
Procurement Services Division

<table>
<thead>
<tr>
<th>Purchase Order #: 2311-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Change Order #: 3</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Brown and Root Industrial Services, LLC</td>
<td>Vendor #: 26144</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change order to decrease line 1 $26,675.84 and close contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Starting contract value</th>
<th>$100,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Decrease $(26,675.84)</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$73,324.16</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>-26.68%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+C/A)</td>
<td>(60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

- Cancel entire contract
- Change budget code from: 
  to: 
- Increase/Decrease quantity from: 
  to: 
- Price shows:  
  should be: 
- Decrease remaining encumbrance and close contract
- Increase encumbrance and close contract
- Decrease encumbrance
- Increase encumbrance

**DECISION MEMO REQUIRED**

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

---

Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2547-1 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Dec 14, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Brown and Root Industrial Services, LLC</td>
<td>Vendor #: 26144</td>
<td>Dept Contact: Katie Bofa</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request: Change order to decrease line 2 $174,754.42 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$275,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$275,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease ($174,754.42)</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$100,245.58</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-63.55%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-63.55%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB 5695 | Feb 7, 2018 | 681 B 2-8-2018
Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext | Date |

Reviewed by (Initials Only):

Buyer 2-13-18 Procurement Officer 2-14-18
Date

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

Chairman's Office (Decision Memos Over $25,000) Date

CONSENT AGENDA

FEB 27, 2018

Received

FEB - 8 PM 2-1-17

Packet Pg. 270

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
<table>
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**Total**                                                                 |                                   |       | $373,082.69 |
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<td>Vulcan Materials</td>
<td>Stone</td>
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## Facilities Management Department

### Schedule of Other Payments

**February 20, 2018**

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<td>Applied Industrial Technologies</td>
<td>Replacement parts</td>
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Attachment: Claims 220 (2) (17-18-289 : Claims 220)
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<td>Preventative maintenance</td>
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Requisition under 25k dollars
Requisition under 25k dollars

PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<tr>
<td>February 8, 2018</td>
<td>THROUGH JUNE 30, 2020</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

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<tr>
<th>Name</th>
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<tr>
<td>Angela Bendinelli</td>
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<td>Nick Kottmeyer</td>
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<td>02/13/2018 11:30 AM</td>
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<td>Completed</td>
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</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/14/2018 9:08 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/15/2018 1:51 PM</td>
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<td>Kathy Ostrowski</td>
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<tr>
<td>Public Works Committee</td>
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Procurement Review Checklist
Procurement Services Division

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

<table>
<thead>
<tr>
<th>Vendor: Walter E. Deuchler Associates, Inc</th>
<th>Vendor #: 24327</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Sean Reese</td>
</tr>
<tr>
<td>Phone: 630-985-7400</td>
<td>Assigned Committee: Public Works</td>
</tr>
<tr>
<td>Contract Term: Through 11/30/2020</td>
<td>Contract Total: $22,500.00</td>
</tr>
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</table>

**Description of Procurement/ Scope of Work/ Background:**
To provide engineering services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities not to exceed $22,500.

**Reason for Procurement:**
The NPDES reports for both Woodridge and Knollwood require periodic reporting on status of the facilities. This contract will be used for evaluation of the discharge processes to ensure NPDES compliance with the IHPA.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 2000-2555-53010
- Budget Transfer (Date) and 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’ (c) IT/Telecom purchases under $35,000.00
- Public Utility
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- RENEWAL OF RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

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

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

<table>
<thead>
<tr>
<th>Reviewed By</th>
<th>Date</th>
<th>Procurment Officer</th>
</tr>
</thead>
<tbody>
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<table>
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<th>Date</th>
<th>Chairman's Office</th>
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<tbody>
<tr>
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**Packet Pg. 279**
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Public Works</th>
<th>Department Contact: Sean Reese</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Sean.Reese@dupageco.org">Sean.Reese@dupageco.org</a></td>
<td>Contact Phone: 630-985-7400</td>
</tr>
<tr>
<td>Vendor Name: Walter E. Deuchler Associates</td>
<td>Vendor #: 24327</td>
</tr>
</tbody>
</table>

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

A new contract is needed with Walter E. Deuchler Associates for on-call professional services for NPDES permit compliance for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities in the amount of $22,500.

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

The NPDES permits for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities require periodic reporting on construction. Walter E. Deuchler was retained to provide expertise in reporting and construction needed for compliance in regards to NPDES permits as required by the IEPA.

**Strategic Impact**

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

This contract will be used to provide professional engineering services in relation to NPDES permit compliance that is required by the IEPA to control discharges from municipal and industrial wastewater treatment plants to prevent pollution of surface waters in lakes and natural waterways.

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

The County examined multiple engineering firms to provide this service. Firms that have in-depth knowledge of current NPDES permits and conditions were preferred. Through examination, staff has determined that Walter E. Deuchler Associates meets all the above requirements.

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

1) Contract with Walter E. Deuchler for this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the area of NPDES permits and conditions.
2) Contract with an alternative engineering firm. Not recommended due to the expertise Walter E. Deuchler holds that is needed on this contract.
3) Do not have a contract. Not recommended due to having to meet the required IEPA special conditions associated with the NPDES permit at the Knollwood and Woodridge Wastewater Treatment Facilities.

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

$22,500 will be removed from 2000-255-53010
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND WALTER E. DEUCHLER ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR NPDES PERMIT COMPLIANCE FOR THE WOODRIDGE GREENE VALLEY AND KNOLLWOOD TREATMENT FACILITIES

This Professional Service Agreement ("AGREEMENT"), is made this 20th day of February, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Walter E. Deuchler Associates, Inc., a corporation, licensed to do business in the State of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RE C IT A LS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to maintain and operate sanitary sewer and waste treatment systems and to enter into agreements for the purpose of providing such services (Illinois Compiled Statutes Chapter 55 paragraphs 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY operates the Greene Valley and Knollwood Wastewater Treatment Facilities ("Facilities"); and

WHEREAS, the Facilities are further subject to Illinois Environmental Protection Agency ("IEPA") regulations which require periodic reporting on the discharge processes to ensure NPDES permit compliance of the facilities; and

WHEREAS, the CONSULTANT is in the business of providing the above-described services and is willing to perform the required services for an amount not to exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00); 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 part thereof, the same constituting the factual basis for this AGREEMENT.

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

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

2.4 All work, assignments and services are to be performed by professionals under this AGREEMENT and, where required, shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.

3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.

4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2020 unless the term of this AGREEMENT is extended.

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

6.0 COMPENSATION.

6.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT.
The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Twenty Two Thousand Five Hundred dollars and 00/100 ($22,500.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work not stated in the Scope of Work, the CONSULTANT shall not be responsible for performing such work until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT’S staff, and approved subconsultant’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “B.”

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

6.4.a For all direct expenses more than $25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit “B”.

6.5 The CONSULTANT shall submit its invoice, for services/tasks rendered, to the COUNTY following completion of the task invoiced, and in no event later than sixty (60) days following completion of the work being invoiced. CONSULTANT may bill for multiple tasks per invoice but said invoice shall summarize, as applicable, each task performed. The CONSULTANT shall provide, upon the COUNTY’S request, an itemization of CONSULTANT’S man-hours per task and list of personnel used for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

6.6 Upon receipt, review and approval of a properly documented invoice, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amount invoiced, provided that the amount invoiced, plus all previously
invoiced sums, do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause.

6.7 RESERVED.

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

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

7.0 DELIVERABLES

7.1 The CONSULTANT shall provide the COUNTY, contemporaneous with its invoice for payment, or before the expiration of this AGREEMENT, or promptly after giving (or receiving) notice of termination, or at such other time that the SUPERINTENDENT may direct, the deliverables specified in Exhibit A of this AGREEMENT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
8.1.a  **Worker's Compensation Insurance** in the statutory amounts.

8.1.b  **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c  **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million dollars ($2,000,000) per occurrence, and one million dollars ($1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

8.1.d  **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis.**

8.1.e  **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000) per incident/three million dollars ($3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars ($1,000,000) and shall be maintained in the form of an additional endorsement for a period of two (2) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same.

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

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

8.4 The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e, CONSULTANT’S insurance providers shall be licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of
premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

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

8.6 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, 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 to the extent caused by the CONSULTANT’S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

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

10.0 Satisfactory Performance

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

10.2 The CONSULTANT’S services shall be performed in a manner consistent with the customary skill and care of its profession.

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

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

11.0 Breach of Contract

11.1 Either Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, shall
be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY’S representative.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or
local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY’S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) November 30, 2020 or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2020.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b),
above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, above.

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

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

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

17.0 ENTIRE AGREEMENT.

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

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

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Walter E. Deuchler Associates Inc.
230 Woodlawn Avenue
Aurora, Illinois 60506
ATTN: Mark J. Halm, P.E., DCEE; Vice President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sean Reese, Public Works Manager
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 RESERVED

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage
Public Works Department

_________________________
Nicholas W. Kottmeyer, P.E.
Superintendent

Walter E. Deuchler Associates, Inc.

_________________________
Name: 
Title: 

_________________________
Angela M. Bendinelli
Administrative Assistant

_________________________
Name: 
Title:
 REGARDING GENERAL AGREEMENT BETWEEN DUPAGE COUNTY
DEPARTMENT OF PUBLIC WORKS AND WALTER E. DEUCHLER ASSOCIATES, INC.
(Contract #PW-P-0051-16)

TASK ORDER NO. 3: NPDES Permit Compliance: Phosphorus-Related Reports
Knollwood Special Condition 17 and 20 of Permit IL 0065188
Woodridge Special Condition 6 of Permit IL 0031844

Scope of Services:

The NPDES permits for the Knollwood (KW) and Woodridge Greene Valley (WGV) wastewater
treatment plants require periodic reporting on construction and phosphorus discharge
optimization. **Table 1** lists the reports and respective deadline dates for submittal to the Illinois
Environmental Protection Agency.

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<td>Report 1</td>
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The required reports will be combined as shown in **Table 1**.

**Deliverables**

Walter E. Deuchler Associates, Inc. will prepare a draft for each of the four reports identified in
**Table 1** approximately two (2) weeks prior to the IEPA deadline. Upon receipt of DuPage
County’s changes to the draft report, a final copy will be provided no later than two (2) days
prior to the IEPA due date.

**Additional Services**

Additional support in preparing NPDES reports and permitting assistance will be provided per
mutual written agreement referencing this Task Order.
Fees

Not-to-Exceed Fee for Services: $ 22,500.00

Dupage County Department of Public Works:

Name (printed)  
Sean Reese, Public Works Manager

Signature

Date

Walter E. Deuchler Associates, Inc.:

Name (printed)  
Mark J. Halm, P.E. BCEE; Vice President

Signature: 

Date:
DuPage County Division of Public Works
Consultant Employee Rate Listing

Project: Task Order 3 - NPDES Permit Compliance: Phosphorus Related Reports Knollwood Special Condition 17 and 20 of Permit IL 0065188 and Woodridge Special Condition 6 of Permit IL 0031844

Project Multiplier: 2.8
Duration: Rates good through 12/31/18

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<tr>
<td>Survey Crew Chief</td>
<td>$ 30.00</td>
<td>$ 40.00</td>
<td></td>
</tr>
<tr>
<td>Technician Level III</td>
<td>$ 35.00</td>
<td>$ 50.00</td>
<td></td>
</tr>
<tr>
<td>Technician Level II</td>
<td>$ 20.00</td>
<td>$ 35.00</td>
<td></td>
</tr>
<tr>
<td>Technician Level I</td>
<td>$ 12.00</td>
<td>$ 20.00</td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 20.00</td>
<td>$ 35.00</td>
<td></td>
</tr>
</tbody>
</table>

It is understood that direct expenses and subcontractor expenses will be billed without markup and copies of said expenses will be provided with all invoicing.

Mileage expenses are not allowed

It is also understood that an increase in hourly rates will not cause an increase in the upper limit of compensation

Pursuant to the Professional Services Agreement, salary rate increases will be permitted on an annual basis.
**Purchase Requisition**

**Procurement Services Division**

**Date:** Feb 7, 2018

**MinuteTraq (IQM2) ID #:** 11962

**Department Req #:** 18213

**Send Purchase Order To:**
- **Vendor:** Walter E. Deuchler Associates  
  **Vendor #:** 24327  
  **Attn:** Mark Halm  
  **Email:**  
  **Address:** 230 Woodlawn Avenue  
  **City:** Aurora  
  **State:** IL  
  **Zip:** 60506  
  **Phone:** 630-897-4651  
  **Fax:** 630-897-5696

**Send Invoices To:**
- **Dept:** DuPage County Public Works  
  **Division:**  
  **Attn:** Accounts Payable  
  **Email:** pwaccountspayable@dupageco.org  
  **Address:** 7900 S. Route 53  
  **City:** Woodridge  
  **State:** IL  
  **Zip:** 60517  
  **Phone:** 630-985-7400  
  **Fax:** 630-985-4802

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

**Ship To:**
- **Dept:** SAME  
  **Division:**  
  **Attn:**  
  **Email:**  
  **Address:**  
  **City:**  
  **State:** IL  
  **Zip:**  
  **Phone:**  
  **Fax:**

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

**PER 50 ILCS 505/1**
- Use for Contract Administrator
- Contract Start Date
- Contract End Date
- Use for PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>To provide engineering services related to NPDES permit compliance for the Woodridge and Knollwood Wastewater Treatment Facilities through 6/30/20</td>
<td>2000</td>
<td>2555</td>
<td>53010</td>
<td></td>
<td></td>
<td>22,500.00</td>
<td>22,500</td>
</tr>
</tbody>
</table>

**Requisition Total:** $22,500

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

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

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

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

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officials 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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officials or employees in relation to the contract or bid

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

Mark J. Halm, P.E. BCEE

Vice President

February 8, 2017

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

2018-72
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 6, 2018</td>
<td>$24,000.00</td>
<td>MARCH 8, 2018 THROUGH MARCH 7, 2019</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Completed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>Completed</td>
<td>02/06/2018 4:20 PM</td>
</tr>
<tr>
<td>Tim Harbaugh</td>
<td>Completed</td>
<td>02/06/2018 4:31 PM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>02/07/2018 8:32 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/12/2018 9:58 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/14/2018 9:07 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/14/2018 3:17 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/15/2018 11:31 AM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Pending</td>
<td>02/20/2018 9:15 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**  
 Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Metropolitan Industries, Inc.  
  **Vendor #:** 11012  
  **Attn:** Brad Overton  
  **Email:** boverton@metropolitanind.com  
  **Address:** 37 Forestwood Drive  
  **City:** Romeoville  
  **State:** IL  
  **Zip:** 60446  
  **Phone:** 815-886-9200  
  **Fax:** 815-886-4573

### Send Invoices To:
- **Vendor:** Metropolitan Industries, Inc.  
  **Vendor #:** 11012  
  **Attn:** Tim Harbaugh  
  **Email:** mary.ventrella@dupageco.org  
  **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-407-5700  
  **Fax:** 630-407-5701

### Send Payments To:
- **Vendor:** Metropolitan Industries, Inc.  
  **Vendor #:** 11012  
  **Attn:**  
  **Email:**  
  **Address:** 37 Forestwood Drive  
  **City:** Romeoville  
  **State:** IL  
  **Zip:** 60446  
  **Phone:** 815-886-9200  
  **Fax:** 815-886-4573

### Ship To:
- **Dept:** Facilities Management  
  **Division:**  
  **Attn:**  
  **Email:**  
  **Address:** various locations  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187

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

### Use for PO25 only:
- **Contract Administrator:** Mary Ventrella  
  **Contract Start Date:** Mar 8, 2018  
  **Contract End Date:** Mar 7, 2019

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extensior
---|---|---|---|---|---|---|---|---|---|---|---
1 | 1 | LO | Replacement Metropolitan Pumps | 1000 | 1100 | 52000 | 12,500.00 | 12,500
2 | 1 | LO | Pumps Parts | 1000 | 1100 | 52250 | 10,000.00 | 10,000
3 | 1 | LO | Pump Repairs - Regular Rate $145.00/hr. Rate & Half $217.50/hr. Double Rate $290.00/hr. | 1000 | 1100 | 53370 | 1,500.00 | 1,500

**Requisition Total:** $24,000

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

Provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps as needed for County campus.

**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):

Public Works Committee: 02/20/18
JUSTIFICATION FOR SOLE SOURCE

REQUISITION #
MANUFACTURER Metropolitan Industries, Inc.

DEPARTMENT Facilities Management
PRODUCT #

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:
Metropolitan pump repairs, parts and replacements as needed for campus discharge pumps at quoted service rates for a one year period.

THIS IS A SOLE SOURCE BECAUSE VENDOR IS:
☐ sole provider of a licensed or patented good or service
☒ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
☐ sole provider of factory-authorized warranty service
☐ sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts) (Please attach letter from the manufacturer)
☐ the manufacturer (please detail below or attach information regarding why only this manufacturer’s product can be used)
☐ the software manufacturer (and sole maintenance/update provider)
☐ other – (please detail below or in an attachment)

REQUESTED SOURCE Metropolitan Industries, Inc.
CONTACT Brad Overton
PHONE 815-886-9200
WEBSITE www.metropolitanind.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR’S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)
Metropolitan Industries, Inc. is the only company in the Midwest that designs and builds the entire unit, consisting of the control unit, pump, pit, flotation system & cover, all necessary for our applications. They provide OEM parts and service technicians for the existing Metropolitan pumps servicing the County campus facilities.

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)
No, other pumps will not mount to our existing hangers and mounts. With some pumps 15’ to 30’ below ground, it is not practical to replace flanges to accept other manufactured pumps. Labor cost and time to replace make this prohibited.

WHAT STEPS WERE TAKEN TO VERIFY THAT THESE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS/MANUFACTURERS EXAMINED? (Please list other products or services examined – include names & phone numbers of people contacted)
Well and Barnes pumps are also used on the campus, but will not mount to the existing hangers and mounts where Metropolitan pumps are currently being used.

Signature on File 2-15-18
DEPARTMENT APPROVAL 2-6-18
PURCHASING REVIEW
February 8, 2017

DuPage County Facilities Management
Mary Ventralia
421 N. County Farm Road
Wheaton, IL 60187

Re: Pumps and Pumping Systems

To Whom It May Concern:

Please be advised that Metropolitan Industries, Inc., 37 Forestwood Drive, Romeoville, Illinois 60446 is the exclusive distributor of Pentair Brand pumps and parts in Illinois and Indiana. We are also the Pentair warranty service center for Illinois and Indiana.

We are the sole manufacturer and distributor of Metropolitan brand self-priming pumps and Metropolitan pumping systems. We handle all warranty and non-warranty service on a twenty four hour basis.

We are the sole distributor of pumps and parts for the municipal market in Illinois and Indiana, of Pentair and Metropolitan brands.

Please call me with any questions.

Sincerely,

METROPOLITAN INDUSTRIES, INC.

Diane Ahrendt

Attachment: Metropolitan Industries - Sole Provider_Redacted (2018-72 : FM Metropolitan Industries)
Effective February 1, 2017

Municipal Service Rates

We offer 24 hour service on pumps and associated control panels, to all our customers. Our charges are calculated from the time the service technician leaves our shop until he returns. The following rates are per man/per hour.

Service Technician Rate

<table>
<thead>
<tr>
<th>Time</th>
<th>Rate</th>
<th>Rate Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 a.m. – 3:00 p.m. Monday - Friday</td>
<td>$145.00 / Hour</td>
<td>Regular Rate</td>
</tr>
<tr>
<td>3:00 p.m. – 7:00 a.m. Monday – Friday</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Saturday – All Day</td>
<td>$217.50 / Hour</td>
<td>Rate and Half</td>
</tr>
<tr>
<td>Sunday and Holidays – All day</td>
<td>$290.00 / Hour</td>
<td>Double Rate</td>
</tr>
</tbody>
</table>

- 15% discount on replacement pumps and parts

There is a 4 hour minimum billing on regular hourly rate.
There is a 4 hour minimum billing on overtime hourly rate.

We will be happy to provide you with a written quotation on any repairs you might need.

If you have any questions or would like references, please call me: Brad Overton, Service Manager at 815-886-9200 ext. 230.
Required Vendor Ethics Disclosure Statement

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

Company Name: Metropolitan Industries, Inc.

Contact Phone: 815/886-9200

Company Contact: Diane Ahrendt

Contact Email: dahrendt@metropolitanind.com

Date: Feb 2, 2018

Bld/Contract/PO #:

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

Diane Ahrendt

Title

Vice President

Date

February 2, 2018

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

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Metropolitan Industries, Inc.</th>
<th>Vendor #: 11012</th>
<th>Contract Term: 03/07/19</th>
<th>Contract Total: $24,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Tim Harbaugh</td>
<td>Phone: 630-407-5700</td>
<td>Assigned Public Works Committee: 02/20/18</td>
</tr>
</tbody>
</table>

**Recommendation for the approval of a contract purchase order to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for a total contract amount not to exceed $24,000.00; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids. Sole Provider of Metropolitan Pumps.**

**Reason for Procurement**

There are approximately twenty four (24) Metropolitan discharge pumps in service on the campus used to carry ground water from the facilities, which routinely require repair, replacement parts and replacement.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1000-1100-52000, 52250, 53370
- Budget Transfer (Date): Addl Information

**DECISION MEMO NOT REQUIRED**

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

  Sole provider of items that are compatible with existing equipment.

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- 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 RESPONSIBE, BID #

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV</td>
<td>Feb 2, 2018</td>
<td>2-6-18</td>
<td></td>
<td></td>
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</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Office</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/13/18</td>
<td>QM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>2-14-18</td>
<td>(Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

**Packet Pg. 308**
Resolution
PW-R-0076-18

APPROVAL OF AGREEMENT AND RELEASE BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND DIXON ENGINEERING, INC. FOR THE FOR THE FINAL RESOLUTION OF WARRANTY CLAIMS RELATING TO THE ROSEWOOD WATER TOWER REHABILITATION WORK

WHEREAS, pursuant to Resolution PWp-012-13, the County OF DuPage (“County”) and Dixon Engineering, Inc. (“Dixon”) entered into an agreement (“Design Agreement”) for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

WHEREAS, Dixon performed the services set forth in the Design Agreement; and

WHEREAS, Dixon and the County subsequently identified design and construction management tasks were not performed, or which were not performed in accordance with the appropriate engineering standard; and

WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Design Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes; and

WHEREAS, Dixon and the County have negotiated the attached Settlement Agreement and Release whereby the County will agree to release its claims against Dixon arising from the 2013 procurement in exchange for Dixon’s agreement to refund the County for design and construction management tasks either not performed, or which were not performed in accordance with the appropriate engineering standard, and reimburse the County for other attendant expenses; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of the attached Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Settlement Agreement and Release is hereby approved; and

BE IT FURTHER RESOLVED that the County Board Chairman, or his designee, the Superintendent of Public Works, is authorized to executed said Settlement Agreement and Release on behalf of the County of DuPage, together with such supplementary materials as necessary to carry out and implement the matters set forth therein.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Resolution
PW-R-0076-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (hereinafter “Agreement”) made and entered into this ___ day of February, 2018 by and between the County of DuPage, a body politic and corporate with offices at 421 North County Farm Road, Wheaton, Illinois (“County”) and Dixon Engineering Inc., (hereinafter referred to as “Dixon”) a Michigan corporation, licensed to do business in Illinois, with offices at 1104 Third Avenue, Lake Odessa, Michigan, (collectively Dixon and the County are referred to hereafter as the “Parties,” and may be referred to individually as a “Party”).

Recitals.

A. WHEREAS, pursuant to Resolution PWp-012-13, the County and Dixon entered into an Agreement (“Agreement”) for the purpose of Dixon providing professional engineering design and construction management services for a County project to paint several County water towers; and

B. WHEREAS, Dixon performed the services set forth in the Agreement; and

C. WHEREAS, a dispute has arisen between the Parties with respect to Dixon’s performance under the Agreement in which the County has alleged that it was damaged as a result of certain claimed errors and omissions by Dixon; and

D. WHEREAS, Dixon denies the County allegations regarding Dixon’s performance under the Agreement and further denies that County was injured as a consequence of Dixon’s services provided to the County; and

E. WHEREAS, Dixon and the County wish to amicably resolve all matters and issues actually or potentially in controversy between them arising out of the aforementioned disputes.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, including but not limited to, the covenants and agreements hereinafter set forth, the undersigned parties agree as follows:

1. Dixon and County have agreed, for the purposes set forth in this Settlement Agreement, that upon execution of this Settlement Agreement, Dixon agrees to pay the County the amount of fifty-six thousand five hundred dollars ($56,500.00), which sum shall be paid by Dixon to the County in two (2) equal installments of twenty-eight
forever discharge the County, its predecessors, successors, affiliates, assignees, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which Dixon asserted, could have asserted or may assert in the future against the County arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

5. The Parties further agree that during the period of time in which Dixon is performing its obligations pursuant to Paragraphs 1-3, above, any and all statutes of limitations relating to any claim, or claims, the County may have against Dixon related to Dixon’s performance, including any alleged errors or omission and warranty claims, per the original Agreement are hereby suspended, extended, or otherwise held in abeyance until December 31, 2019, or such later date(s) as may be allowed by the Agreement or Illinois law, but further subject to their earlier Release and Discharge in accordance with paragraph 4, above. The County covenants and agrees to forbear the filing of any suit against Dixon prior to August 2, 2019, excepting in the event of Dixon’s default under this Agreement, and also subject to the earlier Release and Discharge thereof in accordance with paragraph 4, above.

6. County and Dixon further agree that nothing herein shall constitute, or be construed as, an admission of concession of liability by either party hereto of these contested claims.

7. County and Dixon represent that they have each read this Agreement, understands that it contains a mutual Release, has signed it voluntarily after consultation with counsel, and acknowledges that it is not entering into this Agreement on the basis of any promise or representation, express or implied, that is not set forth herein.

8. This Agreement set forth the entire agreement between County and Dixon, and there are no prior or contemporaneous oral or written representations, promises or agreements not expressly referred to herein. Any amendment, alteration or addition to this Agreement must be made in writing, dated and signed by the County and by Dixon. All words, phrases, sentences and paragraphs, including the recitals hereto, are material to the execution hereof.

9. This Agreement may be signed in counterpart, and each executed copy shall be a counterpart original, of full force and effect, and enforceable against the party executing the counterpart, but all Counterparts, together, shall constitute one and the same instrument.
thousand two hundred fifty dollars ($28,250), the first installment payable on or before August 1, 2018 and the second installment payable on or before August 1, 2019.

2. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereby waive, relinquish and forgo its charge and fee for work previously completed by Dixon for the County of DuPage involving the remote inspection of the 1.2 MG water tank located at the DuPage County Governmental Campus, Wheaton Illinois; which work was undertaken pursuant to County Purchase Order (PO) 2321-0001 by Dixon acting as a sub-consultant (sub-contractor) to Rempe-Sharpe & Associates, Inc..

3. In addition to the above-stated payment, the County and Dixon have agreed as additional consideration for this Settlement Agreement, Dixon shall hereafter prepare documents for a project to remove the existing failing exterior system and to recoat the exterior surfaces of the County’s Rosewood Water Tower, located at 10 S 480 Route 83, Hinsdale, Illinois. More specifically, Dixon shall prepare all technical specifications and drawings, including Performance based requirements for containment of debris and waste disposal of tower’s existing lead based coating system per Illinois EPA’s requirements using SSPC Guide 6. The County shall prepare the front-end bid document forms (e.g., standard conditions, contract, disclosure forms, and ethics statements). The foregoing work shall be completed, and all work tendered to the County, on or before December 31, 2018. It is expressly understood by the Parties that Dixon is not required to perform construction management or construction inspections during the mitigation project work. Dixon shall not assume responsibility or be assigned as responsible generator of waste, hazardous or non-hazardous.

4. Upon Dixon’s satisfactory completion of all obligations set forth in the preceding Paragraphs 1-3, above, the Parties agree to a mutual release of any and all claims each Party may have against the other Party as set forth hereafter:

   A. County, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and forever discharge Dixon, its predecessors, successors, affiliates, assigns, shareholders, owners, representatives, directors, officers, agents, employees, attorneys, insurers, devisees, legatees, executors and administrators, and each of them, individually and collectively, from all claims, causes of action, suits, debts, damages and demands whatsoever, whether in law or equity, which County asserted or could have asserted against Dixon arising out of or related to in any way, Dixon’s performance under the Agreement and additional design work herein described.

   B. Dixon, individually and for its employees, representatives, officers, directors, assigns and agents and each of them, individually and collectively, do hereby release, remise, acquit, hold harmless and
10. The validity, construction and enforceability of this Agreement shall be construed under and governed by the laws of the State of Illinois.

COUNTY OF DU PAGE

By: __________________________
    Daniel Cronin, Chairman

ATTEST:

By: __________________________
    Paul Hinds, County Clerk

DIXON ENGINEERING INC.

By: __________________________
    President

ATTEST:

By: __________________________
    Name: __________________________
    Title: __________________________
Requisition 25k and over

DT-P-0034-18

AWARDING RESOLUTION

ISSUED TO BUCHANAN ENERGY (N), LLC

TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL

AS NEEDED FOR THE DIVISION OF TRANSPORTATION,

PUBLIC WORKS AND FACILITIES MANAGEMENT

(CONTRACT TOTAL NOT TO EXCEED $1,347,400.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation and Public Works Committees recommend County Board approval for the issuance of a contract to Buchanan Energy (N), LLC, to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Buchanan Energy (N), LLC, 7315 Mercy Road, Omaha, Nebraska 68124, for a contract total not to exceed $1,347,400.00 (Division of Transportation - $800,000.00/ Public Works - $475,000.00/ Facilities Management - $72,400.00), per renewal option under bid award 16-043-BF, second of three options to renew.

Enacted and approved this 27th day of February, 2018 at Wheaton, Illinois.

____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>04/01/18-03/31/19</td>
<td>$1,347,400.00</td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

*No Decision Memo Required*  Lowest Responsible Bidder - See attached tabulation

- Eva Hitchcock  Completed  01/26/2018 11:16 AM
- Christopher Snyder  Completed  01/26/2018 11:36 AM
- Angela Bendinelli  Completed  02/05/2018 3:13 PM
- Nick Kottmeyer  Completed  02/06/2018 8:36 AM
- Laura Grobe  Completed  02/12/2018 3:40 PM
- Tim Harbaugh  Completed  02/12/2018 4:30 PM
- Kathy Ostrowski  Completed  02/13/2018 8:21 AM
- James McGuire  Completed  02/13/2018 9:29 AM
- Paul Rafac  Completed  02/13/2018 4:57 PM
- Kathy Ostrowski  Completed  02/15/2018 10:54 AM
- Public Works Committee  Pending  02/20/2018 9:15 AM
- Transportation Committee  Pending  02/20/2018 10:00 AM
- Finance Committee  Pending  02/27/2018 8:00 AM
- County Board  Pending  02/27/2018 10:00 AM
# Purchase Requisition
### Procurement Services Division

**Vendor:** Buchanan Energy (N) LLC  
**Vendor #:** 24431  
**Vendor Email:** matkins@buchananenergy.com  
**Address:** 7315 Mercy Road  
**City:** Omaha  
**State:** NE  
**Zip:** 68124  
**Phone:** 630-509-2051  
**Fax:** 866-460-7283

**Send Invoices To:**  
**Dept:** Division of Transportation  
**Division:** Fleet Maintenance  
**Attn:** Kathy Curcio  
**Email:** kathy.black@dupageco.org  
**Address:** 421 N. County Farm Road  
**Room:**  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6892  
**Fax:** 

**Send Payments To:**  
**Dept:** Division of Transportation  
**Division:** Fleet Maintenance  
**Attn:** Joe Bechtold  
**Email:** Joseph.bechtold@dupageco.org  
**Address:** 180 N. County Farm Road  
**Room:**  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-6931  
**Fax:** 630-407-6962

**Payment Terms:** F.O.B.  
**PO 50 Delivery Date:** Requisition  
**Requisitioner:** Darcie Garza, CPPB  
**Use for:** Contract Administrator  
**Contract Start Date:** April 1, 2018  
**Contract End Date:** March 31, 2019  
**Use for PO25 only:**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Act #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>DOT GASOLINE AND DIESEL FUEL</td>
<td>DOT GASOLINE AND DIESEL FUEL</td>
<td>1500</td>
<td>3520</td>
<td>52260</td>
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<td></td>
<td>800,000.00</td>
<td>800,000.00</td>
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<tr>
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<td>1</td>
<td>EA</td>
<td>PW GASOLINE AND DIESEL FUEL</td>
<td>PW GASOLINE AND DIESEL FUEL</td>
<td>2000</td>
<td>2665</td>
<td>52260</td>
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<td>475,000.00</td>
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<tr>
<td>3</td>
<td>1</td>
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<td>FM GASOLINE AND DIESEL FUEL</td>
<td>FM GASOLINE AND DIESEL FUEL</td>
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<td>1100</td>
<td>52260</td>
<td></td>
<td></td>
<td>70,000.00</td>
<td>70,000.00</td>
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<tr>
<td>4</td>
<td>1</td>
<td>EA</td>
<td>FM SYPHON AND TRANSFER OF FUEL</td>
<td>FM SYPHON AND TRANSFER OF FUEL</td>
<td>1000</td>
<td>1100</td>
<td>53300</td>
<td></td>
<td></td>
<td>2,400.00</td>
<td>2,400.00</td>
</tr>
</tbody>
</table>

**Requisition Total:** $1,347,400.00

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

THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER GASOLINE AND DIESEL FUEL FOR THE PERIOD APRIL 1, 2018 THROUGH MARCH 31, 2019 PER LOW BID OPTION TO RENEW #16-043 GROUP 1 (DOT) AND GROUP 3 (FM).

THIS IS THE SECOND OF THREE OPTIONAL RENEWALS.

DOLLAR VALUE IS ESTIMATED. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS, WITH ITEMS AND QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED.

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

SEND COMPLETED APPROVED PO TO MATTHEW ATKINS

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

FYY2018 1500-3520-52260 $500,000.00  
FYY2019 1500-3520-52260 $300,000.00

DT-P-0034-18  
Public Works - 02/20/18  
Transportation - 02/20/18  
Finance - 02/27/18  
County Board - 02/27/18
# Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:** To furnish and deliver Gasoline and Diesel Fuel, for a contract total, not to exceed, $1,347,400.00.

**Reason for Procurement:** To provide Gasoline and Diesel fuel for County owned and operated vehicles and equipment.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3520-52260 (DOT) 2000-2665-52260 (PW) 1000-1100-52260,53300 (FM)
- [ ] 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 # 16-043-BF  ____ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  ____ Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # __________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________

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

<table>
<thead>
<tr>
<th>DG, CPPB</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>JH</td>
<td></td>
<td>12/4/18</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL</td>
<td>1/3/18</td>
<td>GJ</td>
<td>2-1-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2-13-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Buchanan Energy (N) LLC, 7315 Mercy Rd, Omaha, NB 68124 herein after called the "Contractor"; witnesseth;

The County and the Contractor have previously entered into a 1st Renewal Contract, pursuant to low bid #16-043 which became effective April 1, 2017, and which expires March 31, 2018. The contract is subject to a 2nd option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract #16-043.

The contract renewal becomes effective April 1, 2018 and expires March 31, 2019 contingent upon any applicable Parent Committee and Board approval.

BUCHANAN ENERGY (N) LLC.  
Signature on File  

1/18/2018  
DATE  

Adasion Marone  
PRINTED NAME  

Business Development Manager  
PRINTED TITLE  

COUNTY OF DUPage  
Signature on File  

2/5/18  
DATE  

GLENDA VASAK  
BUYER II  

Attachment: Buchanan Energy (N), LLC - Renewal (DT-P-0034-18 : Buchanan Energy (N), LLC)
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: Jan 29th, 2018

Bid/Contract/PO #: 16-043

Company Name: Buchanan Energy
Contact Phone: 1(312)796-4693

Company Contact: Adarion Mahone
Contact Email: Amahone@buchananenergy.com

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

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

[Table]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Elliot</td>
<td>Chicago SPE (N) Inc</td>
<td>Cashier Check</td>
<td>$5,000</td>
<td>Mar 17, 2016</td>
</tr>
</tbody>
</table>

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

[Table]

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tim Elliot</td>
<td>Chicago SPE (N) Inc</td>
<td>Cashier Check</td>
<td>$5,000</td>
<td>Mar 17, 2016</td>
</tr>
</tbody>
</table>

[Signature on File]

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

Authorized Signature

Printed Name: Adarion Mahone
Title: Business Development Manager
Date: January 29, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Other Action Item
17-18-290

Request for three (3) Public Works staff one (1) Water Operator and two (2) Wastewater Operators to travel to Springfield, Illinois on March 20-21, 2018 to attend the WATERCON 2018 Conference. The Conference covers potable water, wastewater, and stormwater issues, along with several technical presentations and numerous exhibits. Expenses to include: registration, lodging, meals, and gas for an approximate overall cost of $1,620.00

Name: [Redacted] Title: [Redacted]
Department: Public Works Committee
Request Date: February 15, 2018 Account Code: 2000-2665-53510

Purpose of Trip: (explain fully the necessity of making the trip)
American Water Works Association’s “WATERCON 2018” to be held in Springfield, IL on March 20-21, 2018. This conference covers potable water, wastewater and stormwater issues, technical presentations, and exhibits. This conference will be beneficial to introduce any advancements in the industry.

Destination: Springfield, Illinois
Date of Departure: March 20, 2018 Date of Return Arrival: March 21, 2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>x 3</td>
<td>600.00</td>
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<tr>
<td>Transportation</td>
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<tr>
<td>Lodging</td>
<td>x 3</td>
<td>600.00</td>
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<td>Rental Car</td>
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<td>Gas</td>
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<td>60.00</td>
</tr>
<tr>
<td>Reference Materials</td>
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<td>0</td>
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<tr>
<td>Meals: (Per Diems)</td>
<td>x 3</td>
<td>360.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$1,620.00</td>
</tr>
</tbody>
</table>

Reviewed by and Date Approved

Angela Bendinelli Completed 02/15/2018 3:11 PM
Nick Kottmeyer Completed 02/15/2018 3:12 PM
Public Works Committee Pending 02/20/2018 9:15 AM
County Board Pending 02/27/2018 10:00 AM
DATE: February 15, 2018

TO: James Healy, Chairman
Members of the Public Works Committee

FROM: Nick Kottmeyer, Director

RE: Approval to attend the WATERCON 2018 Conference

Authorization is requested to send one (1) Water Operator and two (2) Wastewater Operators to the WATERCON 2018 Total Water Conference held March 20-21, 2018 in Springfield, Illinois. This conference covers potable water, wastewater and stormwater issues, along with several technical presentations and numerous exhibits.

The cost for the conference is:

- Registration: $200.00 x 3 = $600.00
- Hotel: 1 night $200.00 x 3 = $600.00
- Per Diem: $120.00 x 3 = $360.00
- Gas: $60.00 = $60.00

TOTAL .................. $1,620.00
### Tuesday, March 20 | Operators Day

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Collections</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Management – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Water Treatment</td>
</tr>
<tr>
<td>8:00 am – 1:00 pm</td>
<td>Women In Water (all are welcome)</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Operator &amp; Small Systems Track – Meet the IEPA</td>
</tr>
<tr>
<td>10:00 am – 1:00 pm</td>
<td>Operator &amp; Small Systems Track</td>
</tr>
<tr>
<td>10:30 am – 2:00 pm</td>
<td>Engineering – Wastewater</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Box Lunch</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Engineering – Water</td>
</tr>
<tr>
<td>1:00 – 5:00 pm</td>
<td>Asset Management – Water and Wastewater</td>
</tr>
<tr>
<td>3:00 – 5:00 pm</td>
<td>Treatment – Wastewater</td>
</tr>
<tr>
<td>5:00 – 6:00 pm</td>
<td>Meet &amp; Greet Exhibit Hall Reception</td>
</tr>
<tr>
<td>6:00 – 8:00 pm</td>
<td>Women In Water Adventure Activity</td>
</tr>
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</table>

### Wednesday, March 21 | Retirees Day

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
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<tbody>
<tr>
<td>8:00 – 10:00 am</td>
<td>Stormwater Management</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Asset Management – Water</td>
</tr>
<tr>
<td>8:00 – 11:00 am</td>
<td>Engineering – Water and Wastewater</td>
</tr>
<tr>
<td>8:00 – 11:30 am</td>
<td>Operator Testing Prep – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>8:00 am – 12:00 pm</td>
<td>Safety and Security</td>
</tr>
<tr>
<td>8:00 am – 4:30 pm</td>
<td>Water Distribution</td>
</tr>
<tr>
<td>8:30 – 10:00 am</td>
<td>Junior Science Fair Presentations</td>
</tr>
<tr>
<td>9:00 – 10:00 am</td>
<td>Bullet Journalling</td>
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<tr>
<td>9:00 am – 4:30 pm</td>
<td>Workforce Development &amp; Mentoring</td>
</tr>
<tr>
<td>10:00 am – 4:30 pm</td>
<td>Engineering – Wastewater</td>
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<tr>
<td>12:00 – 2:00 pm</td>
<td>Fuller Award Lunch</td>
</tr>
<tr>
<td>12:00 – 12:30 pm</td>
<td>Operators Testing Lunch (Long 9 Buffet)</td>
</tr>
<tr>
<td>1:00 – 6:00 pm</td>
<td>EPA Administered Operator Tests – Water A/B &amp; C/D and Wastewater</td>
</tr>
<tr>
<td>2:00 – 4:00 pm</td>
<td>Tour of CWLP Treatment Plant</td>
</tr>
<tr>
<td>2:00 – 4:30 pm</td>
<td>Source Water</td>
</tr>
<tr>
<td>3:00 – 4:30 pm</td>
<td>Water Loss</td>
</tr>
<tr>
<td>3:00 pm</td>
<td>Meter Madness</td>
</tr>
<tr>
<td>4:00 pm</td>
<td>Hydrant Hysteria</td>
</tr>
<tr>
<td>5:00 pm</td>
<td>Tapping Competition</td>
</tr>
</tbody>
</table>

### Thursday, March 22

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:30 – 9:00 am</td>
<td>Installation of Officers and Awards Breakfast</td>
</tr>
<tr>
<td>9:00 am – 12:00 pm</td>
<td>Regulatory Session</td>
</tr>
</tbody>
</table>

**Water Operator License Credits Information**

All technical sessions, and Exhibit Hall Stretch Your Education sessions qualify unless stated otherwise. Water, wastewater, and stormwater courses apply for water operator renewal training credit. Sessions are 30 minutes in duration unless otherwise noted.

**Engineering License Credit Information**

All sessions apply for Engineering Professional Development Hours.