1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Public Works Committee - Regular Meeting - Tuesday May 1st, 2018

5. CONSENT ITEMS
   A. Consent Item -- Collins Engineers Inc. - Contract Extension Only

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

7. PROFESSIONAL SERVICES AGREEMENT
   A. PW-P-0155-18 Agreement between the County of DuPage, Illinois and Rempe-Sharpe & Associates, Inc., for On-Call Professional Engineering Services for various project for Facilities Management and for water and sewer projects for Public Works Department, for the period May 22, 2018 through June 30, 2020, for a total contract amount not to exceed $95,000.00, 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. JOINT PURCHASING AGREEMENT
   A. FM-P-0156-18 Recommendation for the approval of a contract purchase order to Weatherproofing Technologies, Inc., to provide roof restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $365,362.22. Contract pursuant to the Intergovernmental Cooperation Act – National IPA TCPN #R132205

9. LOW QUOTE

---

DuPage County

Page 1
A. 2018-131 Recommendation for the approval of a contract purchase order to National Filter Media, for the purchase of press belts for the Ashbrook KP 85 belt press located at Woodridge Greene Valley Wastewater Treatment Facility, for the period of May 15, 2018 through May 14, 2019, for Public Works, for a contract total amount not to exceed $10,000.00, per low quote 18-111-GV.

10. **SOLE SOURCE**

A. 2018-132 Recommendation for the approval of a contract purchase order to InfoSense, Inc., to purchase sewer line rapid assessment acoustic inspection equipment and supporting software, for Public Works, for a contract total amount not to exceed $24,985.00 per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source (Inspection equipment and supporting software)

11. **BID AWARD**

A. FM-P-0157-18 Recommendation for the approval of a contract purchase order to Kinsale Contracting Group, Inc., for the industrial cleaning of the Power Plant tunnel system, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $34,650.00, per lowest responsible bid #18-098-GV

12. **CONTRACT INCREASE**

A. Change Order -- FM-P-0220A-17 - AMENDMENT to Resolution FM-P-0220-17 issued to Fox Valley Fire & Safety, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for Facilities Management, to increase the contract by $40,000.00 taking the original contract amount of $131,445.00, and resulting in an amended contract total amount not to exceed $171,445.00, an increase of 30.43%.

13. **ACTION ITEMS**

A. Action Item -- 2017 Public Works Audit - to be distributed at meeting

14. **OLD BUSINESS**

15. **NEW BUSINESS**

16. **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: Grant, Grasso, Healy, Larsen, Noonan
ABSENT:

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Public Works Committee - Regular Meeting - Apr 17, 2018 9:15 AM

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

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: Grant, Grasso, Healy, Larsen, Noonan

A. Budget Transfers -- Budget Transfer - Public Works - $20,225.00 - Transfer is needed for miscellaneous supplies, tire repair, and to properly code joint purchase of 2 Goodwin pumps as fixed assets.
B. Budget Transfers -- Budget Transfer - Public Works - $5,800.00 - Transfer needed for flex benefits for staff, new locks for SERF building and disposal of spoils.

C. Budget Transfers -- Budget Transfer - Public Works - $106,000.00 - Transfer needed for repairs due to sewer back-up, sampling of spoils, large workers comp claims, and lab and meter reading equipment repairs.

6. CONSENT ITEMS

The motion was to combine and approve the Consent Items as presented.

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

A. Consent Item -- Ashland Door Solutions - Contract Close
B. Consent Item -- RB Construction, Inc. - Contract Close
C. Consent Item -- Village of Addison - Contract Close
D. Consent Item -- Pest Management Services, Inc. - Contract Close
E. Consent Item -- Metropolitan Industries, Inc. - Contract Close

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: Grant, Grasso, Healy, Larsen, Noonan

8. INTERGOVERNMENTAL AGREEMENTS

A. SM-R-0155-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Lisle and the County of DuPage, Illinois (Stormwater Management Department and Public Works Department) for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch and West Branch DuPage River Watershed
9. LOW QUOTE

A. 2018-122 Recommendation for the approval of a contract purchase order to LAI, Ltd., for purchase of ABB Variable Frequency Drives for replacement at the Woodridge Greene Valley Treatment Facility, for Public Works, for a contract total amount not to exceed $9,970.00, per low quote #Q18-082-JM

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

10. SOLE SOURCE

A. PW-P-0139-18 Recommendation for the approval of a contract purchase order Fairbanks Morse Engine, for parts, labor, and maintenance on an as needed basis to repair and provide yearly maintenance on the engine generator at the Woodridge Greene Valley Treatment Facility, for Public Works, for the period April 1, 2018 through March 31, 2022, for a contract total amount not to exceed $150,000.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source. Maintenance on the engine generator

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

11. BID AWARD

A. FM-P-0140-18 Recommendation for the approval of a contract purchase order to Boelter, LLC, to provide the replacement of the dish machine at the Jail, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $117,826.95, per lowest responsible bid #18-077-GV
12. BID RENEWAL

A. FM-P-0141-18 Recommendation for the approval of a contract purchase order to Interboro Packaging Corporation, to furnish and deliver plastic trash and recycling can liners, as needed for County facilities, for Facilities Management, for the period May 17, 2018 through May 16, 2019, for a total contract amount not to exceed $42,223.20, per renewal option under bid award #17-045-JM, first option to renew

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

13. ACTION ITEMS

The motion was to combine and approve the Action Items as presented.

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

A. DR-R-0156-18 RESOLUTION -- Acceptance of Permanent Drainage and Temporary Construction Easement - Camacho - $1.00

B. DR-R-0157-18 RESOLUTION -- Acceptance of Permanent Drainage and Temporary Construction Easement - Lagro - $1.00

C. FM-P-0142-18 Recommendation for the approval of a contract purchase order to Advent Systems, Inc., to provide replacement of the security system for Work Release, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $397,418.00, per most qualified offer on proposal 17-242-LG

D. PW-R-0158-18 RESOLUTION -- First Amendment to the Intergovernmental Agreement Between the Highland Hills Sanitary District, the Flagg Creek Water Reclamation District and the County of DuPage, Illinois for Review of Accounts and Operations in Preparation for Dissolution

14. INFORMATIONAL
A. PW-P-0143-18 Ratification of an Emergency Procurement to ServiceMaster DSI for emergency restoration services due to sanitary sewer back-up, for a total contract amount not to exceed $39,936.11. Emergency Procurement per 55 ILCS 5-1022 based upon being necessary to ensure public health and safety to the residences.

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

15. OLD BUSINESS
Director Kottmeyer addressed the Committee regarding the two homes that experienced a back-up in unincorporated Hinsdale. At the time of clean-up, each family had personal items that needed to be discarded. Staff is requesting authorization to reimburse each family $500 for replacement of these items. At that time, both families will need to sign a release. Committee concurred.

16. NEW BUSINESS

17. ADJOURNMENT
There being no further business, the meeting was adjourned at 9:27 AM.
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1201SERV</th>
<th>Original Purchase Order Date: Jul 14, 2015</th>
<th>Change Order #: 2</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Collins Engineers Inc</td>
<td>Vendor #: 12733</td>
<td>Dept Contact: Amy Arlowe</td>
<td></td>
</tr>
</tbody>
</table>

Background and/or Reason for Change Order Request:
Extend contract to 6/30/19. No change in contract total.

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=I/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: Jun 30, 2018 to: Jun 30, 2019

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

☐ OTHER - explain below:

PREPARED BY (INITIALS) 1816 5/3/2018

REVIEWED BY (INITIALS ONLY)

Buyer 5-4-18 Procurement Officer 5-7-18
Chief Financial Officer 5-8-18
(Decision Memos Over $25,000)

Chairman’s Office 5-8-18
(Decision Memos Over $25,000)

CONSENT AGENDA
MAY 22, 2018
CONSENT AGENDA
Packet Pg. 8
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: 04/19/2018

Bid/Contact/PO #: DT-P-0105-17

Company Name: Collins Engineers, Inc.
Company Contact: James Hamelka, P.E., S.E.
Contact Phone: 312.704.9300
Contact Email: jhamelka@collinsengr.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.

X 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.

X 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 contacts.

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: Kathleen T. Louder
Title: Vice President
Date: 04/19/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _1_ of _1_ (total number of pages)
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:Sean.Reese@dupageco.org">Sean.Reese@dupageco.org</a></td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>Collins Engineers, Inc.</td>
</tr>
</tbody>
</table>

| Department Contact:     | Sean Reese |
| Contact Phone:          | 630-985-7400 |

**Date:** Apr 23, 2018

**MinuteTraQ (IQM2) ID #:**

**Department Requisition #:**

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

This change order is needed to extend the contract to provide on-call resident engineering services for cellular communication antenna installation upgrades as well as upgrades and routine maintenance of water towers for a 1-year period from July 15, 2018 through June 30, 2019.

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

In July of 2015 the County entered into an agreement with Collins Engineers, Inc. to provide on-call engineering services for cellular telecommunication antenna construction planning reviews, upgrades and maintenance; as well as routine inspections and routine maintenance of County owed water towers. The County owns 7 water towers and 1 ground level storage tank. Due to the amount of antennas on these towers the County needs an engineering firm that has the necessary skills and staff to conduct all levels of inspections, maintenance and plans reviews on the antennas. The existing contract needs to be extended at this time in order to continue these services.

**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.

Allowing cellular companies to use the water towers to provide reliable cellular service gives us additional revenue to run our water and wastewater facilities ensuring reliable drinking water and wastewater treatment to residents.

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

This contract with Collins Engineers, Inc. was selected after staff examined multiple engineering firms and it was determined that Collins Engineers were the most qualified firm to provide these services.

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

1) Extend the contract one-year in order to continue to provide professional engineering on-call services. Recommended.
2) Do not extend the contract. Not recommended due to the need for these services in order to continue the revenue base collected from having cellular antennas on County water towers.

**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.

No fiscal impact. Time extension only.
<table>
<thead>
<tr>
<th>Pay Vendor Name</th>
<th>Description</th>
<th>Check Date</th>
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<tbody>
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<td>A T &amp; T</td>
<td>Phone Service</td>
<td>4/27/2018</td>
<td>$3,036.55</td>
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<td>COM ED</td>
<td>Electric Service</td>
<td>4/27/2018</td>
<td>$10,201.04</td>
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<td>COMCAST CABLE</td>
<td>Internet</td>
<td>4/27/2018</td>
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<td>DREISKUER ELECTRIC MOTORS</td>
<td>Replacement bearing assembly</td>
<td>4/27/2018</td>
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<td>Reimbursement</td>
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<td>Reimbursement</td>
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<td>ELMHURST CHICAGO STONE CO</td>
<td>Spoils dump fee</td>
<td>4/27/2018</td>
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<td>ENDRESS &amp; HAUSER</td>
<td>Electrolyte</td>
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<td>FASTENAL COMPANY</td>
<td>Straps</td>
<td>4/27/2018</td>
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<td>FEDEX</td>
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<td>Fire sprinkler system qty inspection</td>
<td>4/27/2018</td>
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<td>GRAINGER INC</td>
<td>Electrical supplies</td>
<td>4/27/2018</td>
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<td>Permit fee</td>
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<td>KARDON ENTERPRISES INC</td>
<td>Testing on biosolids</td>
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<td>Tank spayer</td>
<td>4/27/2018</td>
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<td>MENARDS</td>
<td>Galvanized strap, pvc pipe</td>
<td>4/27/2018</td>
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<td>Tap clamps</td>
<td>4/27/2018</td>
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<td>NICOR GAS</td>
<td>Gas</td>
<td>4/27/2018</td>
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<td>Safety Luncheon</td>
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<td>$72.00</td>
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<td>SS pipe 1 1/4/</td>
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<td>4/27/2018</td>
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<td>SUBURBAN DOOR CHECK &amp; LOCK SVC</td>
<td>Remove broken key</td>
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<td>TERRACE SUPPLY CO</td>
<td>Replacement oxygen bottles</td>
<td>4/27/2018</td>
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<td>UNITED STATES POSTAL SERVICE</td>
<td>Caller service, Carol Stream 1 year</td>
<td>4/27/2018</td>
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<td>USA BLUEBOOK</td>
<td>Peabody Prochem container</td>
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<td>Shut Off</td>
<td>4/27/2018</td>
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<td>Meter Reads</td>
<td>4/27/2018</td>
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<td>VULCAN CONSTRUCTION MATERIALS</td>
<td>CA-7 stone</td>
<td>4/27/2018</td>
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<td>WALTER E DEUCHLER ASSOCIATES</td>
<td>BNR-Phosphate removal</td>
<td>4/27/2018</td>
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<td>A T &amp; T</td>
<td>Phone Service</td>
<td>5/1/2018</td>
<td>$625.40</td>
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<td>ALDATA</td>
<td>Subscription renewal</td>
<td>5/1/2018</td>
<td>$1,500.00</td>
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<td>5/1/2018</td>
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<td>BUCHANAN ENERGY (N) LLC</td>
<td>Unleaded fuel</td>
<td>5/1/2018</td>
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<td>Electrical energy supply &amp; management</td>
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<td>FSS TECHNOLOGIES LLC</td>
<td>Central station monitoring/radio</td>
<td>5/1/2018</td>
<td>$668.00</td>
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<td>GRAINGER INC</td>
<td>Electrical supplies</td>
<td>5/1/2018</td>
<td>$993.20</td>
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<td>HARRINGTON INDUSTRIAL PLASTICS</td>
<td>PVC pipe</td>
<td>5/1/2018</td>
<td>$361.36</td>
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<td>INDELCO PLASTICS CORP</td>
<td>PVC vion O-ring, EPDM O-ring</td>
<td>5/1/2018</td>
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<tr>
<td>KLEPT BROTHERS INC</td>
<td>Rope tar</td>
<td>5/1/2018</td>
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<td>MIDWEST OFFICE INTERIORS INC</td>
<td>Office furniture</td>
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<td>PARAYNO, RONNY</td>
<td>Refund of overpayment</td>
<td>5/1/2018</td>
<td>$1,054.56</td>
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<td>Refund of overpayment</td>
<td>5/1/2018</td>
<td>$1,000.00</td>
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<td>S &amp; CAN MEASURING SYSTEMS LLC</td>
<td>Ammonia probes electrode replacements</td>
<td>5/1/2018</td>
<td>$2,428.00</td>
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<td>TERRACE SUPPLY CO</td>
<td>Charges missing air bottles</td>
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<td>A T &amp; T</td>
<td>Phone Service</td>
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<td>ALLIED ELECTRONICS</td>
<td>Antenna</td>
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<td>AMAZON CAPITAL SERVICES</td>
<td>Switch</td>
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<td>BUCHANAN ENERGY (N) LLC</td>
<td>Diesel fuel</td>
<td>5/4/2018</td>
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<td>BUILDERS CHICAGO CORPORATION</td>
<td>Repair garage door opener</td>
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<td>CAROLLO ENGINEERS INC</td>
<td>Master Plan -Engineering</td>
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<tr>
<td>CDW GOVERNMENT INC</td>
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<td>COMCAST CABLE</td>
<td>Internet</td>
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## Drainage
### SCHEDULE OF CLAIMS
**May 15, 2018**

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<tr>
<td>Autozone</td>
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**Total**  
$147.87
### Schedule of Other Payments

**May 16, 2018**

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<tr>
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<th>Start</th>
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<td>Electric utility services</td>
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<td>2830-0001 SERV</td>
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<td>07/01/17</td>
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<td>02/14/18</td>
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<tr>
<td>2991-0001 SERV</td>
<td>Grainger</td>
<td>Tools, operating supplies, fuel &amp; lubricants and maintenance supplies</td>
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<td>3049-0001 SERV</td>
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<td>2734-0001 SERV</td>
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<td>3062-0001 SERV</td>
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<td>2424-0001 SERV</td>
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<td>2761-0001 SERV</td>
<td>Tri-Dim Filters Corporation</td>
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<td>06/26/18</td>
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Attachment: claims515 (17-18-568 : Claims 515)
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<th>AMOUNT</th>
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<td>18223 Parts Town</td>
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<td>18226 Newport Distribution, Inc.</td>
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<td>18235 HP Products Corporation/Ferguson</td>
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<td>1100</td>
<td>52270</td>
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</table>
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND REMPE SHARPE & ASSOCIATES, INC. FOR ON-CALL PROFESSIONAL
ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR FACILITIES MANAGEMENT
AND WATER AND SEWER PROJECT FOR PUBLIC WORKS DEPARTMENT

WHEREAS, the Illinois General Assembly has granted the County of DuPage
("COUNTY") authority to operate sewerage and waste treatment systems and to enter into
agreements for the purposes of improving or extending said systems (Illinois Compiled Statutes,
Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, in accord with the above-referenced authority, the COUNTY maintains and
operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the Public Works Department requires on-call engineering services related
to their water distribution and sewer collection systems; and

WHEREAS, the Facilities Management Department requires on-call engineering services
related to the maintenance and improvements of the DuPage County facilities; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the
business of providing professional engineering services and is willing to perform the required
services for an amount not to exceed Ninety-Five Thousand Dollars and 00/100 ($95,000.00);
and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the
Professional Services Selection Process found in Section 4-108 of the DuPage County
Procurement Ordinance; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed
and recommended approval of this AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached
AGREEMENT between the COUNTY and REMPE SHARPE & ASSOCIATES, INC. is hereby
accepted and approved in an amount not to exceed Ninety-Five Thousand Dollars and 00/100
($95,000.00) and that the Chairman of the DuPage County Board is hereby authorized and
directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit
certified copies of this Resolution and the attached AGREEMENT to Rempe Sharpe &
Associates, Inc.; 324 W. State Street, Geneva, IL 60134; Anthony Hayman/State’s Attorney’s
Office.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
Requisition 25k and over

PW-P-0155-18

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
Requisition 25k and over

PW-P-0155-18

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>
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SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required  Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

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<th>Date/Time</th>
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<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND REMPE SHARPE & ASSOCIATES, INC. FOR ON-CALL PROFESSIONAL
ENGINEERING SERVICES FOR VARIOUS PROJECTS FOR FACILITIES
MANAGEMENT AND WATER AND SEWER PROJECT FOR PUBLIC WORKS
DEPARTMENT

AGREEMENT, made this ________ day of __________, 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 REMPE
SHARPE licensed to do business in the State of Illinois, with offices at 324 W. State
Street, Geneva, IL  60134; (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage
("COUNTY") authority to operate sewerage and waste treatment systems and to enter
into agreements for the purposes of improving or extending said systems (Illinois
Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, in accord with the above-referenced authority, the COUNTY
maintains and operates wastewater treatment facilities and water distribution systems;
and

WHEREAS, the Public Works Department requires on-call engineering services
related to their water distribution and sewer collection systems; and

WHEREAS, the Facilities Management Department requires on-call engineering
services related to the maintenance and improvements of the DuPage County facilities;
and

WHEREAS, the CONSULTANT has experience and expertise in this area and is
in the business of providing professional engineering services and is willing to perform
the required services for an amount not to exceed Ninety Five Thousand Dollars and
00/100 ($95,000.00); and

WHEREAS, the Public Works Committee of the DuPage County Board has
reviewed and approved the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT FURTHER RESOLVED 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 Any work, assignments or services to be performed by professionals under this AGREEMENT 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 April 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. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

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 Ninety Five Thousand dollars and 00/100 ($95,000.00). 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 2.50 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 one million dollars ($1,000,000.00) each employee/disease.

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than two million dollars ($2,000,000) total; including limits of not less than two million dollars ($2,000,000) per occurrence, and two million dollars ($2,000,000) excess liability in the annual aggregate injury/property damage combined single limit.

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 bodily injury or property damage in the aggregate annually.

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000) during the term of this AGREEMENT. In addition coverage shall be provided in the minimum amount of one million dollars ($1,000,000) in the form of an additional endorsement for a period of three (3) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide 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, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT’S 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, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, is to be appointed a Special Assistant 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 acts 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) June 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 June 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:

Rempe Sharpe & Associates, Inc.
324 W. State Street
Geneva, Illinois  60134
ATTN:  James J. Bibby, P.E., S.E., President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois  60187
ATTN: Nicholas W. Kottmeyer, P.E., Superintendent
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.-4:30p.m.CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours(8:00a.m.-4:30p.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                     REMPE SHARPE & ASSOCIATES, INC.

__________________________________________________________
NAME:  
TITLE:  

__________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

__________________________
ATTEST BY:  

__________________________
PAUL HINDS, COUNTY CLERK

### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

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<td>Contact:</td>
<td>Sean Reese</td>
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<td>Phone:</td>
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<td>Contract Term:</td>
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<td>Contract Total:</td>
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**Description of Procurement/Scope of Work/Background**

For on-call professional engineering consulting services for the period through June 30, 2020 in the amount of $95,000.

**Reason for Procurement**

Rempe Sharpe & Associates will be used for various projects involving general engineering services related to distribution and collection system design and modeling, construction specifications, flow monitoring analysis, structural engineering, and project management for various projects on an on-call basis.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 2000-2555-53010/2000-2640-53010/1000-1100-532010/6000-1220-54010
- [ ] Budget Transfer (Date) [ ] Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # [ ] (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # [ ]
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

**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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</thead>
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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>5-4-18</td>
<td>[ ]</td>
<td>5-7-18</td>
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<p>|</p>
<table>
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<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>
<tbody>
<tr>
<td>[ ]</td>
<td>5-8-18</td>
<td>[ ]</td>
<td>5-8-18</td>
</tr>
</tbody>
</table>
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: May 2, 2018
MinuteTraq (IQM2) ID #: 12643
Department Requisition #: 18213034

Requesting Department: Public Works
Department Contact: Sean Reese
Contact Email: Sean.Reese@dupageco.org
Contact Phone: 630-985-7400
Vendor Name: Rempe-Sharpe & Associates, Inc.
Vendor #: 

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

This contract is needed for on-call professional engineering and consulting services for various Public Works and Facilities Management projects for the period through June 30, 2020 in the amount of $95,000.

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

Public Works and Facilities Management is in need of general engineering services related to distribution and collection system design and modeling, construction specifications, flow monitoring analysis, structural engineering, and project management for various projects on an on-call basis.

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

Quality of Life

This contract will be used for various improvements to the existing county campus as well as water and sanitary sewer infrastructure. The improvements will assist in continued reliable services such as drinking water supply, sanitary sewer services, and services provided at the Wheaton campus.

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

A request for a statement of interest from qualified firms was posted and we received 20 SOI's. Staff reviewed all 20 SOI's and completed a consultant evaluation to rank the firms expertise in the following areas, project management & staffing qualifications, design and modeling experience, project understanding. Through the process it was determined that Rempe Sharpe and Associates was the top firm for the work needed.

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

1) Contract with Rempe-Sharpe for this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the areas of distribution and collection systems and other structural engineering.
2) Contract with an alternative engineering firm. Not recommended due to the other SOI's not meeting the expectations and qualifications of the contract.
3) Do not have a contract. Not recommended due to the need for improvements within the water and sewer infrastructure in order to continue to provide reliable drinking water and sanitary sewer services to our residents.

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.

$30,000 will be removed from line item 2000-2555-53010
$20,000 will be removed from line item 2000-2640-53010
$20,000 will be removed from line item 1000-1100-53010
$25,000 will be removed from line items 6000-1220-54010
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional structural engineering and general engineering consulting services, on an on-call basis, for various projects involving Facilities Management Projects and Water Distribution and Sewer Collection Systems for the period through June 30, 2020.

FOR FACILITIES MANAGEMENT PROJECTS:

CONSULTANT will provide COUNTY with professional structural engineering, general engineering consulting and construction management services, upon request by the COUNTY. The scope of each task, assignment or work item will be defined in writing at the time of the COUNTY'S request for such services. Each particular task, work item and, or, assignment may include, but is not limited to, the CONSULTANT'S preparation and, or, performance of:

i) Structural calculations;
ii) Computer modeling;
iii) Project design;
iv) Q/A and constructability review;
v) Construction estimates;
vi) Bid phase assistance; and
vii) Project inspections during all work phases up through punch list acceptance by the COUNTY.

FOR WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS:

CONSULTANT will provide COUNTY with professional engineering, consulting and construction management services, upon request by the COUNTY. The scope of each task, assignment or work item will be defined in writing at the time of the COUNTY'S request for such services. Each particular task, work item and, or, assignment may include, but is not limited to, the CONSULTANT’S preparation and, or, performance of:

i) Data collection;
ii) Coordination of system testing (flow monitors, smoke testing, televising, leak detection, etc);
iii) Capacity studies
iv) Sewer and water system modeling
v) Other design issues as encountered;
v) Q/A and constructability review;
vi) Plan preparation, specifications, and preparation of cost estimates
vii) Bid phase assistance; and
ix) Project inspections during all work phases up through punch list acceptance by the COUNTY.
EXHIBIT B

DELIVERABLES

This AGREEMENT is a contract for an on-call services for which deliverables shall be specified by the COUNTY as part of the COUNTY’S scope of work direction for each task, assignment or work item, to be defined at the time of the COUNTY’S request for said services. These deliverables may include, but are not be limited to, the following:

- Survey Information;
- Building Code Reviews;
- Bid Document Specifications in CSI format;
- Design Sketches;
- Design Drawings in AutoCAD format;
- Cost Estimating to determine project feasibility and alternatives;
- Structural Reviews;
- Engineering Planning Reports;
- Water CADD Modeling Reports;
- Sewer Evaluation Reports;
- SSES Reports.
EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT’S STAFF

REMPE-SHARPE MULTIPLIER IS 2.50

A-1 SCHEDULE OF ENGINEER’S HOURLY RATE CHARGES

<table>
<thead>
<tr>
<th>EMPLOYEE CLASSIFICATION</th>
<th>MAXIMUM HOURLY RATE</th>
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<tbody>
<tr>
<td>PRINCIPAL ENGINEER</td>
<td>$54.00/HR</td>
</tr>
<tr>
<td>SENIOR PROJECT ENGINEER</td>
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<tr>
<td>PROJECT ENGINEER</td>
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<tr>
<td>DESIGN OR CONSTRUCTION ENGINEER (GRADE 1)</td>
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<tr>
<td>DESIGN OR CONSTRUCTION ENGINEER (GRADE 2)</td>
<td>$34.40/HR</td>
</tr>
<tr>
<td>SENIOR TRAFFIC ENGINEER</td>
<td>$36.00/HR</td>
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<tr>
<td>DESIGN TECHNICIAN (GRADE 1)</td>
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<tr>
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<td>CLERK TYPIST</td>
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A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

The CONSULTANT shall be reimbursed at its actual cost for expenses and/or costs incurred directly in connection with each ordered project and/or service. Allowable direct expenses shall be all expenses for materials or third-party services necessary to complete any ordered task, assignment or work item in accordance with Paragraph 7.4. Direct expenses may include costs such as printing, staking supplies and postage.

ALL SERVICES OUTLINED SHALL BE PROVIDED HOURLY.

CONTRACT CHARGES NOT-TO-EXCEED $95,000.00
### Send Purchase Order To:

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<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Attn: Accounts Payable</td>
</tr>
<tr>
<td>Address: 324 West State Street</td>
<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>City: Geneva</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (630) 232-0827</td>
<td>City: Woodridge</td>
</tr>
<tr>
<td></td>
<td>State: IL</td>
</tr>
</tbody>
</table>

### Send Invoices To:

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<tbody>
<tr>
<td>Attn:</td>
<td>Attn: Accounts Payable</td>
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<tr>
<td>Address: 324 West State Street</td>
<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>City: Geneva</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (630) 232-0827</td>
<td>City: Woodridge</td>
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<tr>
<td></td>
<td>State: IL</td>
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### Send Payments To:

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<tr>
<td>Address:</td>
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<td>Phone:</td>
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<tr>
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### Payment Terms

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<tbody>
<tr>
<td></td>
<td></td>
<td>Amy Arlowe</td>
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### Use for

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### Contract Administrator

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<th>Contract Start Date</th>
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<tbody>
<tr>
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### User Department Internal Notes

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

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<td>6000</td>
<td>1220</td>
<td>54010</td>
<td>25,000.00</td>
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</table>

Requisition Total: $95,000
### 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:** REMPE-SHARPE & ASSOCIATES, INC  
**Company Contact:** DANIEL A WATSON, P.E.  
**Contact Phone:** 630-232-0827 EXT 217  
**Contact Email:** dwatson@rsaengr.com

**Date:** 4-25-18

**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 (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>
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<tbody>
<tr>
<td>JIM ZAY</td>
<td>REMPE-SHARPE</td>
<td>POLITICAL CONTRIBUTION</td>
<td>$500</td>
<td>10-31-17</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.

#### 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**  
DANIEL A WATSON, P.E.

**Title**  
VICE PRESIDENT

**Date**  
APRIL 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO WEATHERPROOFING TECHNOLOGIES, INC.
FOR ROOF RESTORATION AT THE JAIL
FOR FACILITIES MANAGEMENT
(CONTRACT AMOUNT NOT TO EXCEED: $365,362.22)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (National IPA), the County of DuPage will contract with Weatherproofing Technologies, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Weatherproofing Technologies Inc., to provide roof restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for the period through November 30, 2018, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide roof restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for the period through November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Weatherproofing Technologies Inc., 3735 Green Road, Beachwood, OH 44122, for a total contract amount not to exceed $365,362.22.

Enacted and approved this 22nd day of May, 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

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<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tbody>
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<td>$365,362.22</td>
<td>THROUGH NOVEMBER 30, 2018</td>
<td>FACILITIES MANAGEMENT</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

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<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
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<td>Tim Harbaugh</td>
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<tr>
<td>Nick Kottmeyer</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>05/02/2018 3:30 PM</td>
</tr>
<tr>
<td>Jennifer A. Sinn</td>
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<td>James McGuire</td>
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<tr>
<td>Paul Rafac</td>
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<td>Finance Committee</td>
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</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/22/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

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

---

**Vendor:** Weatherproofing Technologies, Inc.  
**Vendor #:** 13080  
**Dept:** Facilities Management  
**Contact:** Tom Kuhn  
**Phone:** 630-675-1054  
**Contract Term:** Through November 30, 2018  
**Contract Total:** $365,362.22  
**Assigned Committee:** PW 5/15/18  
**Commitee:** CB 5/22/18

---

**Description of Procurement/Scope of Work/Background:**  
Recommendation for the approval of a contract purchase order to provide roof restoration at the Jail, for roofs 17, 18, 19, 20 and 22, for a total contract amount not to exceed $365,362.22.

**Reason for Procurement:** Restoration of roofs 17, 18, 19, 20 and 22 at the Jail was budgeted as a capital project for 2018. By restoring these roofs at this time we do not need to tear off the existing roof. We are able to apply the two part, bio-based, polyurethane roof coating system which provides a 20 year warranty.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 6000-1220-54010
- Budget Transfer (Date) ______________________ Add'l Information

---

**DECISION MEMO NOT REQUIRED**

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

---

**COORDINATOR: Kay M. Kimball**

---

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
  - Per Coop (DPC4-107) select one below
    - National IPA/TPCM #: R132205
- **EXPLANATION OF REQUEST FOR PROPOSAL RFP #: ______________________** (Include Evaluation Summary if applicable)
- RENEWAL OF RFP #: ______________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 IILCS 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>May 1, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Referred to Council</td>
<td>5/1/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approver</td>
<td>5/1/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approver</td>
<td>5/3/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approver</td>
<td>5/3/18</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Approver</td>
<td>5/3/18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**REVIEWED BY (Initials Only)**

![Signature]

**Buyer**

<table>
<thead>
<tr>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/7/18</td>
<td>6/5/18</td>
</tr>
</tbody>
</table>

**Chief Financial Officer**

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/7/18</td>
<td>6/5/18</td>
</tr>
</tbody>
</table>

---

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

---

**Packet Pg. 43**
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: May 1, 2018

MinuteTraq (IQM2) ID #: 12611

Department Requisition #: 

Requesting Department: Facilities Management

Department Contact: Tom Kuhn

Contact Email: tom.kuhn@dupageco.org

Contact Phone: 630-675-1054

Vendor Name: Weatherproofing Technologies, Inc.

Vendor #: 13080

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

Recommendation for the approval of a contract purchase order to provide roof restoration at the Jail; for roofs 17, 18, 19, 20 and 22, for a total contract amount not to exceed $365,362.22.

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

Restoration of roofs 17, 18, 19, 20 and 22 at the Jail was budgeted as a capital project for 2018. By restoring these roofs before they fail we do not need to tear off the existing roof. We are able to apply the two part, bio-based, polyurethane roof coating system which provides a 20 year warranty. Roof restoration may be accomplished for approximately one third of the cost of roof replacement.

Strategic Impact

Quality of Life

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

Roof restoration at the Jail is necessary to protect the integrity of the building envelope, to ensure facilities are reliable for proper operation as to not impact the life, health and safety of our employees and the public.

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

Region 4 ESC through the National IPA/TCPN received responses from nine (9) vendors to RFP #13-22 for Roofing Products and Services. An evaluation committee of an architect, engineer and general contractor and two (2) TCPN evaluators recommended that five (5) contracts be awarded. Multiple awards are necessary in order to serve the entire nation. Each proposal was evaluated on the following predetermined criteria: Products/Pricing, Performance Capability, Qualifications & Experience, and Value Add. Tremco Incorporated was determined to be competitively priced and strong for the specified products and services. Through National IPA/TCPN Tremco Incorporated and its affiliate WTI (Weatherproofing Technologies, Inc.) provide an access to an exceptional range of roofing components and services that can extends a roof's service life, reducing life-cycle costs while improving performance.

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

Staff recommends securing a contract with Weatherproofing Technologies Inc., for roof restoration at the Jail; roofs 17, 18, 19, 20 and 22, for a total contract amount not to exceed $365,362.22, utilizing National IPA/TCPN contract R132205. The other option includes sending the project out to bid which does not guarantee prices will be lower or that the quality of product and service will be equal.

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.

Monies have been budgeted for this project in the 2018 Capital Budget line 6000-1220-54010.
### Purchase Requisition

**Procurement Services Division**

**Date:** May 1, 2018

**MinuteTraq (IQM2) ID #:** 12611

**Department Req #:**

**RFP, Bid or Quote #:**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Weatherproofing Technologies, Inc.</th>
<th>Vendor #: 13080</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: John Momper</td>
<td>Email: <a href="mailto:jmomper@tremcoinc.com">jmomper@tremcoinc.com</a></td>
</tr>
<tr>
<td>Address: 3735 Green Road</td>
<td>City: Beachwood</td>
</tr>
<tr>
<td>State: OH</td>
<td>Zip: 44122</td>
</tr>
<tr>
<td>Phone: 630-514-4714</td>
<td>Fax: 630-482-3722</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Tim Harbaugh</td>
<td>Email: <a href="mailto:laura.grobe@dupageco.org">laura.grobe@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room: 2-700</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60187</td>
<td>Phone: 630-407-5700</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: Tremco/Weatherproofing Technologies, Inc.</th>
<th>Vendor #: 13080</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: PO Box 931111</td>
<td>City: Cleveland</td>
</tr>
<tr>
<td>State: OH</td>
<td>Zip: 44193-0511</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Payment Terms**

- F.O.B.
- PO 20 Delivery Date: Requisition
- Destination: Laura Grobe

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

- Restoration of roofs 17, 18, 19, 20 and 22 at the Jail

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

- PW 5/15/18   CB 5/22/18   Job #1801429

### Item Details

<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>Jail Roof Restoration</td>
<td>6000</td>
<td>1220</td>
<td>54010</td>
<td></td>
<td></td>
<td></td>
<td>365,362.22</td>
<td>365,362</td>
</tr>
</tbody>
</table>

**Requisition Total:** $365,362.22

---

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

Restoration of roofs 17, 18, 19, 20 and 22 at the Jail

---

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

PW 5/15/18   CB 5/22/18   Job #1801429
August 30, 2017

Ms. Jane Krivos
Director of Cooperative Programs
Tremco Incorporated
jkrivos@tremcoinc.com
3735 Green Road
Beachwood, OH 44122

Re: Renewal Award of Contract #R132205

Dear Ms. Krivos:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on June 20, 2017, National IPA is pleased to announce that Tremco Incorporated has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on October 28, 2013, and subsequent performance thereafter:

**Contract**

Roofing Products and Services

The contract will expire on February 28, 2019, completing the fifth and final year of a five-year term contract. **If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Clint Petchacek, at 713-554-7349 or clint.pechacek@nationalipa.org.**

The partnership between Tremco Incorporated and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Kelly Burnett

Kelly Burnett
Contract Analyst
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 #: 3-20-18

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

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

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

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

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

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

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

- If information changes, within five (5) days of change, or pror 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

Title

Date

3-20-18

Packet Pg. 47
Requisition under 25k dollars

2018-131
**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>May 3, 2018</td>
<td>$10,000.00</td>
<td>5/15/18 - 5/14/19</td>
<td>PUBLIC WORKS</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

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<thead>
<tr>
<th>Name</th>
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<th>Date and Time</th>
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</thead>
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<tr>
<td>Angela Bendinelli</td>
<td>Completed</td>
<td>05/03/2018 10:09 AM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>05/03/2018 11:58 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/03/2018 4:06 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>05/04/2018 9:08 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>05/08/2018 7:24 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/08/2018 10:27 AM</td>
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<tr>
<td>Public Works Committee</td>
<td>Pending</td>
<td>05/15/2018 9:15 AM</td>
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</table>
Procurement Review Checklist

Vendor: National Filter Media
Vendor #: 11785
Dept: Public Works
Contact: Jay Dahlberg
Phone: 630-985-7400

Description of Procurement/Scope of Work/Background
Purchase belt press belts for Ashbrook KP 85 belt press located at the Woodridge Greene Valley Wastewater Treatment Facility in the amount of $10,000 per Quote #18-111-GV.

Reason for Procurement
The current belts are worn due to normal wear and tear and need to be replaced at this time. These belts are used five days a week 8 hours per day to process the biosolids for land application. The belts are critical for operations to maintain proper solids inventory for the treatment process.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 2000-2555-52250
☐ Budget Transfer (Date) ____________________ Add'l Information ____________________

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # 18-111-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ 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 Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

[Signature] 5/3/18 [Signature] 5/4/18
Buyer Date Procurement Officer Date

[Signature] 5/7/18
Chief Financial Officer (Decision Memos Over $25,000) Date

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

Packet Pg. 50
THE COUNTY OF DuPAGE  
#Q18-111-GV BELT PRESS BELTS  
QUOTE TABULATION  
QUOTE OPENING DATE: 04/30/18 - 10:00 A.M.

<table>
<thead>
<tr>
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<th>GSM FILTRATION</th>
<th>CLEAR EDGE</th>
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<tbody>
<tr>
<td></td>
<td>QTY</td>
<td>UNIT PRICE</td>
<td>EXT</td>
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<td>INSTALLATION TOOL FOR UPPER BELT</td>
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<tr>
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<tr>
<td></td>
<td>TOTAL</td>
<td>$2,681.00</td>
<td>$2,765.00</td>
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INVITATIONS SENT: 24
POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 4
TOTAL BID RESPONSES RECEIVED: 3
BID OPENING ATTENDED BY: GV
**Purchase Requisition**

**Procurement Services Division**

**Date:** May 2, 2018  
**MinuteTraq (IQM2) ID #:** 12645  
**Department Req #:** 18213  
**RFP, Bid or Quote #:** 18-111-GV

<table>
<thead>
<tr>
<th><strong>Vendor:</strong> National Filter Media</th>
<th><strong>Vendor #:</strong> 11785</th>
<th><strong>Send Purchase Order To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Attn:</strong> Randy Carlsen</td>
<td></td>
<td><strong>Send Invoices To:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:rcarlsen@nmf-filter.com">rcarlsen@nmf-filter.com</a></td>
<td></td>
<td><strong>Attn:</strong> Accounts Payable</td>
</tr>
<tr>
<td><strong>Address:</strong> 12 Winada Drive</td>
<td></td>
<td><strong>Email:</strong> <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td><strong>City:</strong> Winthrop</td>
<td></td>
<td><strong>Address:</strong> 7900 S. Route 53</td>
</tr>
<tr>
<td><strong>State:</strong> ME</td>
<td><strong>Zip:</strong> 04364</td>
<td><strong>City:</strong> Woodridge</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td></td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Zip:</strong> 60517</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th><strong>Vendor:</strong> SAME</th>
<th><strong>Vendor #:</strong> 11785</th>
<th><strong>Send Payments To:</strong></th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td><strong>Ship To:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td></td>
<td><strong>Dept:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>State:</strong> IL</td>
<td><strong>Attn:</strong></td>
</tr>
<tr>
<td><strong>Zip:</strong></td>
<td></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td></td>
<td><strong>Room:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td></td>
<td><strong>Address:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Payment Terms</strong></th>
<th><strong>F.O.B.</strong></th>
<th><strong>PO 20 Delivery Date</strong></th>
<th><strong>Requisition</strong></th>
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</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td></td>
<td></td>
<td>Amy Arlowe</td>
</tr>
</tbody>
</table>

**Use for PO25 only**

<table>
<thead>
<tr>
<th><strong>Contract Administrator</strong></th>
<th><strong>Contract Start Date</strong></th>
<th><strong>Contract End Date</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5/15/18</td>
<td>5/14/19</td>
</tr>
</tbody>
</table>

**LN** | **Qty** | **UOM** | **Item Detail** (Product #) | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extensor** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Belt press belts for Ashbrook KP 85 belt press per Quote 18-111-GV</td>
<td>2000</td>
<td>2555</td>
<td>52250</td>
<td></td>
<td></td>
<td></td>
<td>10,000.00</td>
<td>10,000</td>
</tr>
</tbody>
</table>

**Requisition Total** $10,000

**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.

Date: 04/30/18

Bid/Contract/Purchase Order #: Q18-111-GV

Company Name: National Filter Media
Company Contact: Randy Carlsten
Contact Phone: 1-800-321-5223 Ext. 1512
Contact Email: rcarlsen@nf-filter.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 of at or in excess of $15,000, 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>Description (e.g., cash, type of item, kind of service, 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 steps to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to contract 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: Randy Carlsten
Title: Regional Sales Manager - Press Belt Sales
Date: April 30, 2018

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

2018-132
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
</tr>
<tr>
<td>May 2, 2018</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Angela Bendinelli: Completed 05/02/2018 11:31 AM
- Nick Kottmeyer: Completed 05/02/2018 1:19 PM
- Kathy Ostrowski: Completed 05/03/2018 11:52 AM
- James McGuire: Completed 05/07/2018 4:37 PM
- Paul Rafac: Completed 05/08/2018 7:36 AM
- Kathy Ostrowski: Completed 05/08/2018 10:03 AM
- Public Works Committee: Pending 05/15/2018 9:15 AM
## 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:</th>
<th>InfoSense, Inc.</th>
<th>Vendor #:</th>
<th>Contract Term:</th>
<th>Contract Total:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Public Works</td>
<td>Contact:</td>
<td>Sean Reese</td>
<td>Phone: 630-985-7400</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assigned Committee:</td>
<td>Public Works</td>
<td></td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background
Purchase Sewer Line Rapid Assessment acoustic inspection equipment and supporting software in the amount of $24,985.

### Reason for Procurement
This equipment is highly portable and can be used on-site to give the County instant assessment of blockages within the system. This technology will allow for staff to prioritize issues within our sanitary sewer system as they will be able to pinpoint any blockages or issues sooner and will be able to address them before getting worse and causing potential back-ups to occur.

### FUNDING SOURCE
- [x] Procurement budgeted for (FY and budget code(s)): 2000-2555-52000
- 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
- [x] 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 310/2 (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: [Initials] 5-2-18
- [ ] Recommended for Approval: [Initials] 5-2-18
- [ ] IT Approval, if required: [Initials] 5-2-18

### REVIEWED BY (Initials Only)
- [ ] Buyer: [Signature] 5-8-18
- [ ] Procurement Officer: [Signature] 5-7-18
- [ ] Chief Financial Officer (Decision Memos Over $25,000): [Signature] 5-8-18
- [ ] Chairman’s Office (Decision Memos Over $25,000): [Signature] 5-8-18

Date: April 25, 2018
MinuteTraq (IQM2) ID #: 12594
MEMORANDUM

DATE: April 23, 2018

TO: James McGuire, Chief Procurement Officer – Finance

FROM: Nicholas W. Kottmeyer, P.E. – Director of Public Works and Operations

RE: Sole Source Purchase Justification – Acoustical Pipe Inspection Equipment

The following has been prepared as justification for a sole source designation for the Acoustical Pipe Inspection Equipment requested to be purchased by the Public Works Department.

Part 1 – Why is the item/service unique?

The Public Works Department is interested in acquiring a piece of equipment that will utilize acoustic technology to analyze our sanitary sewers for the identification of blockages. Obtaining this piece of equipment will give us the ability to identify and prioritize issues in our system so that resources can be focused on the higher priorities rather than televising pipes in good condition and more importantly identify blockages before a back-up occurs.

This is new technology that is currently under patent protection. One company has the patent for acoustic inspection equipment related to water mains, Pure Technologies, and one has the patent for equipment related to sanitary sewer mains, InfoSense. Our department is interested in the sanitary sewer inspection equipment. We have attached a letter from InfoSense, indicating that they are the sole manufacturer, supplier and distributor of the SL-RAT system.

Part 2 – How do you know that there is only one source for this item/service?

The Public Works Department researched various industry articles and EPA white papers on the technology. There are only 2 manufacturers that use acoustic technology, Infosense & Pure Technologies. Pure Technologies is for water mains and not able to be used in pipes with air gaps, like sewers. In addition, the department researched this at WEFTEC, an international water/wastewater industry conference and obtained the same information and vendor names.

Our department was also able to attend an IAWWA session specifically on the acoustic technology presented by an independent contractor, Midwest Water Group. They provided a detailed presentation on the technologies and verified that Infosense is the only supplier of equipment for the acoustic inspection of sewer lines at this time.

Part 3 - How was the price/cost determined to be fair and reasonable?

The department received a quote for approximately $25,000 to purchase this equipment. This price was verified through industry analysis, discussing price with other clients that purchased this equipment and pricing standards reported at the IAWWA conference for this type of equipment.

Please let us know if you would like any additional information related to this sole source request.
JUSTIFICATION FOR SOLE SOURCE

(PLEASE COMPLETE AND ATTACH TO PURCHASE REQUISITION)

REQUISITION # 18213033
MANUFACTURER InfoSense, Inc.

DEPARTMENT Public Works
PRODUCT #

DESCRIBE ITEM BEING JUSTIFIED AND ITS FUNCTION:

Purchase Sewer Line Rapid Assessment acoustic inspection equipment and supporting software which will be used to instantly assess blockages within the County sewer system so they can be removed before possible sewer back-ups occur within the system.

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 InforSource, Inc
CONTACT Axe; Churchill
PHONE 877-747-3245
WEBSITE www.infosense.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS VENDOR'S PRODUCT OR SERVICE PROVIDE WHICH ARE NOT AVAILABLE FROM OTHER VENDORS? (Please be specific)

This is a new technology that is currently under patent protection. There are only two manufacturers that produce this technology. One company, Pure Technologies, has the patent for the acoustic inspection equipment related to water main and one, InfoSense has the patent for the equipment related to sanitary sewer mains. The County is interested in the

HAS THE MARKET BEEN TESTED LATELY (LAST 12 MONTHS) ON THE APPLICABILITY OF SOLE SOURCE? (If not, why not?)

Yes. The Department recently researched various industry articles and EPA papers on the technology. Currently there are only the two manufacturers, Pure Technologies and InfoSource. Pure Technologies is for water main and can not be used in pipes with air gaps, like sewers have.

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)

Staff researched this technology at WEFTEC, an international water/wastewater industry conference and obtained the same information and vendor names of Pure Technologies and InfoSource. Staff also attended an IAWWA session specifically on the acoustic technology which was presented by an independent contractor, Midwest Water Group. They

Packet Pg. 58
February 28, 2018

To Whom It May Concern:

InfoSense, Incorporated in Charlotte, North Carolina is the sole manufacturer, supplier and distributor of the Sewer Line Rapid Assessment Tool or SL-RAT® and its supporting software, the Sewer Line Data Organizer or SL-DOG®.

The SL-RAT® line of acoustic pipe inspection equipment is patent-protected under U.S. Patent #8220484 and other pending patents. InfoSense manufactures the only product that uses Active Acoustic transmissions between a transmitter and a receiver in adjacent pipes to provide an aggregate blockage assessment.

The SL-RAT® makes use of the fact that water and air flow similarly within a pipe. Our proprietary algorithms exploit this fact to assess blockage within a pipe segment – typically within 3 minutes or less and with no flow contact.

Sincerely,

Alex Churchill
CEO
InfoSense, Inc.
Past Winner WEF Innovative Technology Award
Packet Pg. 60

### Purchase Requisition

**Procurement Services Division**

**Date:** Apr 25, 2018

**MinuteTraq (IQM2) ID #:** 12594

**Department Req #:** 18213

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

- **Vendor:** InfoSense, Inc.
- **Vendor #:**
- **Dept:** DuPage County Public Works
- **Division:**
- **Attn:**
- **Email:**
- **Address:** 8116 South Tyron Street, Suite B3-203
- **City:** Charlotte
- **State:** NC
- **Zip:** 28273
- **Phone:**
- **Fax:**

**Send Invoices To:**

- **Vendor:** InfoSense, Inc.
- **Vendor #:**
- **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 #:**
- **Dept:** SAME
- **Division:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

**Send Invoices To:**

- **Vendor:** SAME
- **Vendor #:**
- **Dept:** SAME
- **Division:**
- **Attn:** Accounts Payable
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

---

**Payment Terms**

- **F.O.B.:** PER 50 ILCS 505/1
- **PO 20 Delivery Date:**
- **Requisitioner:** Amy Arlowe
- **Use for:** PO25 only

**Ship To:**

- **Dept:** SAME
- **Division:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

---

<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>Sewer Line Rapid Assessment equipment and supporting software</td>
<td>2000</td>
<td>2555</td>
<td>52000</td>
<td>24,985.00</td>
<td>24,985.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $24,985.00

---

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
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: 04/25/18

Bid/Contract/PO #: 

Company Name: InfoSense, Inc.
Contact Phone: (817) 747-3245 X16
Company Contact: Alex Churchill
Contact Email: achurchill@infosense.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, legal 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 contract 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/CityBoard/Policies/.

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

Authorized Signature

Alex Churchill
CEO
04/25/18

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Requisition 25k and over

FM-P-0157-18

AWARDING RESOLUTION
ISSUED TO KINSALE CONTRACTING GROUP, INC.
FOR INDUSTRIAL CLEANING OF THE POWER PLANT TUNNEL SYSTEM
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $34,650.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Kinsale Contracting Group, Inc., for the industrial cleaning of the Power Plant tunnel system, for the period through November 30, 2018, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for the industrial cleaning of the Power Plant tunnel system, for the period through November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Kinsale Contracting Group, Inc., 648 Blackhawk Dr., Westmont, IL 60559, for a total contract amount not to exceed $34,650.00, per lowest responsible bid #18-098-GV.

Enacted and approved this 22nd day of May, 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>May 3, 2018</td>
</tr>
<tr>
<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td>$34,650.00</td>
</tr>
<tr>
<td><strong>REQUESTING DEPT.</strong></td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

*No Decision Memo Required*  Lowest Responsible Bidder - See attached tabulation

- Laura Grobe  Completed  05/03/2018 11:15 AM
- Tim Harbaugh  Completed  05/03/2018 12:56 PM
- Nick Kottmeyer  Completed  05/07/2018 10:27 AM
- Kathy Ostrowski  Completed  05/07/2018 10:40 AM
- James McGuire  Completed  05/07/2018 4:32 PM
- Paul Rafac  Completed  05/08/2018 7:37 AM
- Kathy Ostrowski  Completed  05/08/2018 3:41 PM
- Public Works Committee  Pending  05/15/2018 9:15 AM
- Finance Committee  Pending  05/22/2018 8:00 AM
- County Board  Pending  05/22/2018 10:00 AM
### 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: Kinsale Contracting Group, Inc.</th>
<th>Contract Term: through 11/30/18</th>
<th>Contract Total: $34,650.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Dan Baran</td>
<td>Phone: 630-407-5700</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assigned PW 5/15/18 Committee: CB 5/22/18</td>
</tr>
</tbody>
</table>

#### Description of Procurement/Scope of Work/Background

Recommendation for the approval of a contract purchase order to Kinsale Contracting Group, Inc., for the industrial cleaning of the Power Plant tunnel system, for a total contract amount not to exceed $34,650.00.

#### Reason for Procurement

Professional industrial cleaning is necessary due to water infiltration throughout the years.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s));
- [ ] Budget Transfer (Date)  Add’l Information

#### DECISION MEMO NOT REQUIRED

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-098-GV (QUOTE < $25,000, BID $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid #  Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  [x] 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>Recommended for Approval</th>
<th>IT Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td>LG</td>
<td>May 2, 2018</td>
<td>5-7-2018</td>
</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Procurement Officer</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Decision Memos Over $25,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

---

11.A.a

Packet Pg. 65
## Bid Tabulation

**The County of DuPage**  
**# 18-098-GV  Industrial Cleaning for the Power Plant Tunnel System**  
**Bid Opening Date: 04/26/18 - 1:00 P.M.**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid Amount</th>
<th>10% Contingency</th>
<th>Extended Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kinsale Contracting Group, Inc</td>
<td>$31,500.00</td>
<td>$3,150.00</td>
<td>$34,650.00</td>
</tr>
<tr>
<td>Cove Remediation, LLC</td>
<td>$52,000.00</td>
<td>$5,200.00</td>
<td>$57,200.00</td>
</tr>
<tr>
<td>Valor Technologies, Inc</td>
<td>$62,200.00</td>
<td>$6,220.00</td>
<td>$68,420.00</td>
</tr>
</tbody>
</table>

**Invitations Sent:** 37  
**Potential Bidders Requesting Bid Documents:** 9  
**Total Bid Responses Received:** 3  
**Bid Opening Attended By:** GV, CH
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Kinsale Contracting Group, Inc.</th>
<th>Dept: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email: <a href="mailto:alexandert@kinsalecg.com">alexandert@kinsalecg.com</a></td>
<td>Division:</td>
</tr>
<tr>
<td>Address: 648 Blackhawk Dr.</td>
<td></td>
</tr>
<tr>
<td>City: Westmont</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-325-7400</td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

| Vendor: Kinsale Contracting Group, Inc. | Dept: Facilities Management |
| Email: alexandert@kinsalecg.com        |                             |
| Address: 648 Blackhawk Dr.             |                             |
| City: Westmont                         |                             |
| Phone: 630-325-7400                    |                             |

**Send Payments To:**

| Vendor: Kinsale Contracting Group, Inc. | Dept: Facilities Management |
| Email: alexandert@kinsalecg.com        |                             |
| Address: 648 Blackhawk Dr.             |                             |
| City: Westmont                         |                             |
| Phone: 630-325-7400                    |                             |

**Ship To:**

<table>
<thead>
<tr>
<th>Department: Facilities Management</th>
<th>Attn: Dan Baran</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email: <a href="mailto:dan.baran@dupageco.org">dan.baran@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 410 County Farm Road</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-774-5696</td>
<td></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></td>
<td>Laura Grobe</td>
</tr>
</tbody>
</table>

**Use for PO25 only:**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>Nov 30, 2018</td>
<td></td>
</tr>
</tbody>
</table>

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extensor** |
<table>
<thead>
<tr>
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<td>1</td>
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<td>EA</td>
<td>Tunnel - Industrial Cleaning</td>
<td>1000</td>
<td>1100</td>
<td>53300</td>
<td></td>
<td></td>
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<td>31,500.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>10% Contingency - as needed</td>
<td>1000</td>
<td>1100</td>
<td>53300</td>
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<td>3,150.00</td>
<td>3,150</td>
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</tbody>
</table>

**Requisition Total**: $34,650

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

Provide industrial cleaning of the Power Plant tunnel system.

**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):

PW 5/15/18, CB 5/22/18
Required Vendor Ethics Disclosure Statement

Date: 4/25/18
Bid/Contract/PO #: 18-098-GV

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Kinsale Contracting Group, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>630-325-7400</td>
</tr>
<tr>
<td>Company Contact:</td>
<td>Alexander A. Tennant</td>
</tr>
<tr>
<td>Contact Email:</td>
<td><a href="mailto:alexandert@kinsalecg.com">alexandert@kinsalecg.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of 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>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
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<td>x</td>
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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.

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

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

Robert J. Duermitt

Title

President

Date

April 25, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
WHEREAS, Resolution FM-P-0220-17, was approved and adopted by the County Board on July 11, 2017; and

WHEREAS, the Public Works Committee recommends changes as stated in Change Order, dated May 2, 2018, to County Contract 2673-0001 SERV to increase the contract in the amount of $40,000.00. This contract was issued to Fox Valley Fire & Safety, for preventive maintenance, testing and repair of the NON-Edwards Systems Technology Fire Alarm and Life Safety for County facilities, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order, dated May 2, 2018, to County Contract 2673-0001 SERV, issued to Fox Valley Fire & Safety, for preventive maintenance, testing and repair of the NON-Edwards Systems Technology Fire Alarm and Life Safety for County facilities, for the period August 28, 2017 through August 27, 2018, for Facilities Management, to increase the contract in the amount of $40,000.00, taking the original contract amount of $131,445.00, and resulting in an amended contract total amount not to exceed $171,445.00, an increase of 30.43%.

Enacted and approved this 22nd day of May, 2018 at Wheaton, Illinois.

____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: May 2, 2018
MinuteIraq (IQM2) ID #: 12614

Purchase Order #: 2673-0001 SERV
Original Purchase Order Date: Aug 28, 2017
Change Order #: 3
Department: Facilities Management
Vendor Name: Fox Valley Fire & Safety
Vendor #: 11067
Dept Contact: Mark Thomas

Background and/or Reason for Change Order Request:
Change order to increase line one (1) by 40,000 in order to allow for the fire alarm panel replacement, additional equipment and area modifications necessary for building #2.

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 | $131,445.00 |
| B. Net $ change for previous Change Orders | 
| C. Current contract amount (A + B) | $131,445.00 |
| D. Amount of this Change Order | ☐ Increase ☐ Decrease |
| E. New contract amount (C + D) | $171,445.00 |
| F. Percent of current contract value this Change Order represents (D / C) | 30.43% |
| G. Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts) | 30.43% |

DEcision Memo Not Required
☐ Cancel entire order
☐ Change budget code from: _______________ to: _______________
☐ Increase/Decrease quantity from: _______________ to: _______________
☐ Price shows: _______________ should be:
☐ Decrease remaining encumbrance
☐ Increase encumbrance
☐ 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 1000-1100-53300
☐ OTHER - explain below:

LG 5665
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

Reviewed by (Initials Only)

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

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

Rev 1.6
Packet Pg. 70
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: May 2, 2018
MinuteTraq (IQM2) ID #: 12614
Department Requisition #: __________

Requesting Department: Facilities Management
Department Contact: Mark Thomas
Contact Email: mark.thomas@dupageco.org
Contact Phone: 630-816-2979
Vendor Name: Fox Valley Fire & Safety
Vendor #: 11067

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

Approve a change order to increase Fox Valley Fire & Safety Contract 2673-001 SERV line one (1) by $40,000 in order to allow for the fire alarm panel replacement, additional equipment and area modifications necessary for building #2.

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

It is necessary to install additional sprinkler flow devices which will allow the detection of flow to report to the correct alarm panel / building; additional programming and re-wiring is required to rework existing wiring to report to the proper location as well. Also to install additional devices and wiring to fire detection systems to allow separation of fire alarm systems by rated walls. (This will prevent putting DU-COMM and Work-Release both in alarm if a device goes off in one of the spaces). This was not included in the design of the DU-COMM project however it is needed in order to allow the DU-COMM project to pass inspection.

It is also necessary at this time to replace the existing fire alarm panel and install annunciator panels for Work Release. Additional funding is built into the annual fire alarm life safety contract for projects that occur during the year; this contract has also been utilized to add and/or relocate sprinkler heads for the JOF-3rd Floor South renovation/ROE build out.

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

Quality of Life

The Village of Winfield requires quarterly and semi-annual life safety testing and inspection of the County facilities’ fire alarms and sprinkler systems.

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

Bid #14-117 was issued for Fire Alarm/Life Safety System testing, service and preventative maintenance. Three responses were received with Fox Valley Fire & Safety providing the lowest responsible bid. Fox Valley Fire & Safety has agreed to the third and final option to renew the contract at the same 2014 unit costs.

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

Staff recommends the approval of the change order to increase Fox Valley Fire & Safety Contract 2673-001 SERV by $40,000 in order to allow for the fire alarm panel replacement, additional equipment and area modifications necessary for building #2. The second option would be to go out for bid for these projects. Staff does not recommend this option as there is a current working relationship with Fox Valley, it would be difficult to determine responsibilities, it would create a delay completing the DU-COMM project and there would be no guarantee that prices would be lower or service would be equal.

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.

Monies are available for these projects in 1000-1100-53300 REPAIR & MTCE FACILITIES
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I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on file

Printed Name

Title

Date

5/9/16

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

DATE: May 10, 2018

TO: Jim Healy, Chairman
    Members of the Public Works Committee

FROM: Nick Kottmeyer, Director
       Susan Snow, Financial Administrator

RE: 2017 Public Works Audit

Attached is the 2017 Public Works Audit as prepared by Baker Tilly Virchow Krause, LLP. Staff is requesting that this financial report be received and placed on file by the Public Works Committee.