1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES
   A. Public Works Committee - Regular Meeting - Tuesday May 15th, 2018

5. CONSENT ITEMS
   A. Consent Item -- Anderson Lock Company. LTD - Contract Close
   B. Consent Item -- Wunderlich-Malec - Contract Time Extension Only

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

7. INTERGOVERNMENTAL AGREEMENTS
   A. 2018-145 Cost Reimbursement Agreement between the County of DuPage, Illinois and Golfview Hills Homes Association for maintenance and repair of a storm pipe (including lining of the stormwater sewer pipe), for the period June 5, 2018 through November 30, 2018, for a total contract amount not to exceed $10,500.00

   B. DR-P-0178-18 Recommendation to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Lisle Township Highway Department for the Boundary Hill Road Drainage Improvement Project, for the period June 12, 2018 through November 30, 2018, for a total contract amount not to exceed $40,000.00. Contract pursuant to the Intergovernmental Cooperation Act.

8. PROFESSIONAL SERVICES AGREEMENT

9. **JOINT PURCHASING AGREEMENT**

A. PW-P-0166-18 Recommendation for the approval of a contract purchase order to Fastenal Company, for miscellaneous maintenance, repair and operation parts and supplies as-needed for various County Facilities, for Public Works, Facilities Management, and Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total amount not to exceed $92,500.00 (Public Works $50,000, Facilities Management $7,500, and Transportation $35,000) per WSCA/NASPO #8497, pricing in compliance with ILCS 525/2 "Government Joint Purchasing Act"

10. **LOW QUOTE**

A. 2018-146 Recommendation for the approval of a contract purchase order to Bell Fuels, Inc., to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the campus emergency generators, as needed, for Facilities Management, for the two year period June 01, 2018 through May 31, 2020, for a total contract amount not to exceed $20,000.00, per low quote #18-114-JM

B. 2018-147 Recommendation for the approval of a contract purchase order to Kieft Brothers, Inc., for the purchase of concrete manholes, frames, and miscellaneous accessories, for the period June 5, 2018 through May 31, 2019 for Public Works, for a contract total amount not to exceed $20,000.00, per low quote Q18-116-GV

C. 2018-148 Recommendation for the approval of a contract purchase order to Hanes Geo Companies, for the purchase of WEV-TEX 403 woven monofilament polypropylene fabric for the Vacuum Waste Station, for Public Works, for the period June 5, 2018 through May 31, 2019, for a contract total amount not to exceed $20,400.00, per low quote Q18-117-GV

11. **BID RENEWAL**

A. FM-P-0180-18 Recommendation for the approval of a contract purchase order issued to Arlington Glass and Mirror Company, for on-call window glazing, repair, replacement, window adjustment, and board up services, for the period July 23, 2018 through July 22, 2019, as needed for County facilities, for Facilities Management, for a total contract amount of $35,000.00, per renewal option under bid award bid #15-109, final option to renew
B. FM-P-0181-18 Recommendation for the approval of a contract purchase order issued to Charles Equipment Energy Systems LLC., for semi-annual inspection preventive maintenance, and emergency call out service for campus backup emergency generators, for the period July 15, 2018 through July 14, 2019, $67,050.00 for Facilities Management, $5,285.00 for Animal Control and $4,465.00 for Division of Transportation, for a contract total amount not to exceed $76,800.00, per renewal option under bid award #15-118, final option to renew.

12. ACTION ITEMS

A. 2018-149 Recommendation for the approval of a contract purchase order to the City of Wheaton, to provide fire alarm monitoring services for the County campus, for Facilities Management, for the period July 1, 2018 through June 30, 2019, for a total contract amount not to exceed $21,420.00; per 55 ILCS 5/5-1022 (c) (Not suitable for competitive bids – public utility)

B. FM-R-0205-18 RESOLUTION -- Agreement between the County of DuPage, Illinois and Family Shelter Service, Inc. for lease of space at The Henry J. Hyde Judicial Office Facility, for Facilities Management, for the two-year period of December 1, 2018 through November 30, 2020 for an annual amount not to exceed $1.00

C. FM-P-0164-18 Recommendation for the approval of a contract purchase order to ComEd, for electric utility distribution services for the connected County facilities, for Facilities Management, for the three-year period April 1, 2018 through March 31, 2021, $1,705,948.81 for Facilities Management, $8,517.66 for Animal Services, $428,130.83 for the Care Center, $70,837.54 for the Division of Transportation, $2,874.52 for ETSB, $138,690.64 for the Health Department and $100,000 for DU-COMM, for a total contract amount not to exceed $2,455,000.00. Per 55 ILCS 5/5-1022 “Competitive Bids” (c) Not suitable for competitive bids – Public Utility

D. Change Order -- AMENDMENT to County Contract #3228-0001 SERV issued to MP2 Energy NE, for electric utility supply and management services for the County Campus, Stormwater and Public Works, for Facilities Management, to decrease Facilities Management by $1,705,948.81, Animal Services by $8,517.66, the Care Center by $428,130.83, the Division of Transportation by $70,837.54, ETSB by $2,874.52, the Health Department by $138,690.64 and DU-COMM by $100,000.00, for a total decrease amount of $2,455,000.00, taking the original contract amount of $12,626,410.00, and resulting in an amended contract total amount not to exceed $10,171,410.00, a decrease of -19.44%.

E. FM-R-0206-18 RESOLUTION -- Agreement between the County of DuPage, Illinois and CASA of DuPage County, Inc. for lease of space at The Henry J. Hyde Judicial Office Facility, for Facilities Management, for the two-year period of December 1, 2018 through November 30, 2020 for an annual amount not to exceed $1.00
F. 2018-143 Recommendation for the approval of a contract purchase order to GE Intelligent Platforms, Inc., for software upgrades, license fees and technical support, for Public Works and Stormwater Management, for the period June 30, 2018 through June 29, 2019 for a contract total amount not to exceed $14,160.76, per 55 ILCS5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00 (Public Works $8,860.80 - Stormwater Management $5,299.96)

13. OLD BUSINESS

14. NEW BUSINESS

15. 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: Gavanes, Grant, Healy, Larsen, Noonan
ABSENT: Grasso

Member Grasso observed the meeting via phone in.

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Public Works Committee - Regular Meeting - May 1, 2018 9:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Gavanes, Grant, Healy, Larsen, Noonan
ABSENT: Grasso

5. CONSENT ITEMS

A. Consent Item -- Collins Engineers Inc. - Contract Extension Only

RESULT: APPROVED [UNANIMOUS]
MOVER: Dino C. Gavanes, District 1
SECONDER: Robert L Larsen, District 6
AYES: Gavanes, Grant, Healy, Larsen, Noonan
ABSENT: Grasso
6. CLAIMS REPORT

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

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

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

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.

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

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

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Dino C. Gavanes, District 1
AYES: Gavanes, Grant, Healy, Larsen, Noonan
ABSENT: Grasso
9. LOW QUOTE

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.

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

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)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, District 6
SECONDER: Amy L Grant, District 4
AYES: Gavanes, Grant, Healy, Larsen, Noonan
ABSENT: Grasso

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

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

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

13. ACTION ITEMS

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

Committee received the 2017 Public Works Audit for review and approval to place on file.

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

14. OLD BUSINESS
15. NEW BUSINESS
16. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:32 AM.
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 2417-1 SERV  
**Original Purchase Order Date:** Apr 15, 2017  
**Change Order #:** 1  
**Department:** Facilities Management

**Vendor Name:** Anderson Lock Company, LTD  
**Vendor #:** 10445  
**Dept Contact:** Katie Bolfa

**Background and/or Reason for Change Order Request:** Change order to decrease line 1 $15,651.32, line 2 $13,982.44 and close contract.

---

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

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

---

**INCREASE/DECREASE**

<p>| | | |</p>
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<tr>
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<td>A</td>
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<td>Net $ change for previous Change Orders</td>
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<td>D</td>
<td>Amount of this Change Order</td>
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<td>New contract amount (C + D)</td>
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<td>Percent of current contract value this Change Order represents (D / C)</td>
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<td>G</td>
<td>Cumulative percent of all Change Orders (B + D/A) (60% maximum on construction contracts)</td>
<td>-72.15%</td>
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**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**KB 5655**  
**Prepared By (Initials):** [Signature]  
**Phone Ext:** [Number]  
**Date:** May 4, 2018

**Reviewed By (Initials Only):**  
**Buyer:** [Signature]  
**Date:** 5/10/18  
**Procurement Officer:** [Signature]  
**Date:** 5-14-18

**Chief Financial Officer**  
(Decision Memos Over $25,000)  
**Date:** 5-15-16  
**Chairman’s Office**  
(Decision Memos Over $25,000)  
**Date:**

---

**CONSENT AGENDA**  
**JUN 1 2018**  
**Packet Pg. 9**
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1839SERV  Original Purchase Order Date: Apr 26, 2016
Change Order #: 1
Department: Public Works

Vendor Name: Wunderlich-Malec  Vendor #: 24603
Dept Contact: Amy Arlowe

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

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<td>C</td>
<td>Current contract amount (A + B)</td>
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<td>D</td>
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<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
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<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.00%</td>
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DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: Jun 30, 2018 to: Jun 30, 2019
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source  ☐
☐ OTHER - explain below:

[Signature]  [Phone Ext]  [Date]
Prepared By (Initials)  5/21/2018

REVIEWED BY (Initials Only)
[Signature]  [Phone Ext]  [Date]
Buyer  5/21/18

[Signature]  [Phone Ext]  [Date]
Chief Financial Officer (Decision Memos Over $25,000)  5-22-18

[Signature]  [Phone Ext]  [Date]
Procurement Officer  5-22-18

[Signature]  [Phone Ext]  [Date]
Chairman's Office (Decision Memos Over $25,000)  5-24-18
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 20, 2018
MinuteTraq (IQM2) ID #: 12756
Department Requisition #: N/A

Requesting Department: Public Works
Department Contact: Sean Reese
Contact Email: Sean.Reese@dupageco.org
Contact Phone: 630-985-7400
Vendor Name: Wunderlich-Malec
Vendor #: N/A

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 consulting services and technical support for SCADA, PLC and automation control equipment for the Public Works and Stormwater Department for 1-year period from July 1, 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 April of 2016 the County entered into an agreement with Wunderlich-Malec to provide consulting services and technical support in regards to SCADA, PLC and automation control equipment. Much of the County owned water, wastewater and stormwater facilities are controlled and monitored by Programmable Logic Controllers (PLCs), SCADA systems and various automated controls which requires consulting and technical support from time to time. The existing contract needs to be extended at this time in order to continue this support.

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

SCADA, PLCS and automation control equipment are crucial to the day to day operations of County owned water towers, wastewater treatment facilities and stormwater facilities which provide such services as clean drinking water to residents, treating and disposing of wastewater and alleviating flooding due to heavy rainfall.

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

This contract with Wunderlich-Malec was selected after staff examined four firms to provide this service. Its was determined that Wunderlich-Malec had a vast history and expertise with PLCS and SCAS support and they also had a past working history with the Public Works and Stormwater Departments which gives them a deeper knowledge of our facilities.

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 consulting and technical advice. Recommended.
2) Do not extend the contract. Not recommended due to the need for consulting and technical services on County equipment.

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.
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: 5/18/18

Company Name: Wunderlich-Malec Services, Inc.
Company Contact: Cynthia Finke
Contact Phone: 932-933-3222
Contact Email: cynthia.finke@wmeng.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 order 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

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<tr>
<th>Recipient</th>
<th>Donor</th>
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<tr>
<td>Description (e.g. cash, type of item, in-kind services, etc.)</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

| Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid | Telephone | Email |

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: Cynthia K. Finke
Title: HR Manager
Date: 5/18/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
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**Total**  
$5,885.07
### Schedule of Other Payments

**June 5, 2018**

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<td>2939-0001 SERV</td>
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<td>Sanitary, grease trap and storm basin pumping, jetting and cleaning</td>
<td>01/11/18</td>
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<tr>
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<td>Royal Pipe &amp; Supply Company</td>
<td>Plumbing supplies</td>
<td>02/15/18</td>
<td>02/14/19</td>
<td>1000</td>
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<td>52270</td>
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<td>3096-0001 SERV</td>
<td>The Sherman-Williams Company</td>
<td>Maintenance supplies</td>
<td>04/12/18</td>
<td>04/11/19</td>
<td>1000</td>
<td>1100</td>
<td>52270</td>
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<tr>
<td>6000317</td>
<td>Trane U.S. Incorporated</td>
<td>Building improvements</td>
<td>02/14/18</td>
<td>11/30/18</td>
<td>6000</td>
<td>1220</td>
<td>54010</td>
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<tr>
<td>2781-0001 SERV</td>
<td>Tri-Dim Filter Corporation</td>
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<td>08/27/17</td>
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<td>1000</td>
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<td>52270</td>
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<tr>
<td>3102-0001 SERV</td>
<td>Village of Addison</td>
<td>Lease of satellite traffic court</td>
<td>04/01/18</td>
<td>04/30/18</td>
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<td>53400</td>
<td>$4,043.20</td>
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<td>3118-0001 SERV</td>
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<tr>
<td>6000014</td>
<td>Xylam Water Solutions USA, Inc.</td>
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<td>1220</td>
<td>54110</td>
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## Schedule of Purchases Under $5,000

### June 5, 2018

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>FUND</th>
<th>DEPT</th>
<th>ACCOUNT</th>
<th>AMOUNT</th>
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<td>Airgas North Central</td>
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<td>18258</td>
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<td>53300</td>
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<td>18259</td>
<td>United Laboratories</td>
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<tr>
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<td>Industrial Ladder</td>
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<td>18261</td>
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<td>Drefiller</td>
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<tr>
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<td>Ferguson Enterprises, Inc.</td>
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<td>18267</td>
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<tr>
<td>18268</td>
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<tr>
<td>18269</td>
<td>Batteries Plus</td>
<td>1000</td>
<td>1100</td>
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<td>$14.85</td>
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<td>Meggitt Training Systems, Inc.</td>
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<td>52270</td>
<td>$280.00</td>
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<tr>
<td>18272</td>
<td>Chargepoint</td>
<td>1000</td>
<td>1100</td>
<td>53807</td>
<td>$1,410.00</td>
</tr>
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</table>
COST REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE GOLFVIEW HILLS HOMES ASSOCIATION FOR MAINTENANCE REPAIR OF A STORM PIPE (INCLUDING LINING OF THE STORM SEWER PIPE)

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater and provide drainage and to enter into agreements for the purposes of providing flood control, stormwater management and improved drainage (55 ILCS 5/5-1062 and 5/5-15001, et seq.); and

WHEREAS, pursuant to the above-referenced authority, the COUNTY previously identified the Golfview Hills Subdivision, in unincorporated Downers Grove Township, as an area with an inefficient drainage infrastructure; and

WHEREAS, due to inadequate funding, limited resources and project prioritizations, the COUNTY has had to delay undertaking its drainage improvement project for the Golfview Hills Subdivision; and

WHEREAS, the ASSOCIATION has inspected the Golfview Hills Subdivision’s primary 58th Street drainage system outlet and it displays signs of erosion which risks the collapse of that storm drain; and

WHEREAS, to avoid further erosion and the collapse of the storm drain, the ASSOCIATION has designed a drainage improvement project that includes the re-lining of the primary 58th Street drainage system outlet with a cementitious pipe lining (“DRAINAGE SYSTEM WORK”); and

WHEREAS, the ASSOCIATION has secured funding to partially pay the costs of the DRAINAGE SYSTEM WORK and has requested the COUNTY’s participation to co-fund this work in the amount of ten-thousand five-hundred dollars and no cents ($10,500.00) (the “REIMBURSEMENT AMOUNT”); and

WHEREAS, the ASSOCIATION shall pay all DRAINAGE SYSTEM WORK expenses as those costs are incurred and will be reimbursed by the COUNTY at a later date as specified below; and

WHEREAS, the COUNTY’s and ASSOCIATION’s residents will benefit from the DRAINAGE SYSTEM WORK, by improved drainage in the Golfview Hills Subdivision for thirty-four residences and on several local streets; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and GOLFVIEW HILLS HOMES ASSOCIATION is hereby accepted and approved in an amount not to exceed ten-thousand five-hundred dollars and no cents ($10,500.00), and 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 Golfview Hills Homes Association.
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 18, 2018</td>
<td>$10,500.00</td>
<td>JUNE 5, 2018 THROUGH NOVEMBER 30, 2018</td>
<td>DRAINAGE</td>
</tr>
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#### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Completed Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Bendinelli</td>
<td>05/18/2018 9:14 AM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>05/18/2018 10:10 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>05/21/2018 4:20 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>05/23/2018 8:55 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>05/25/2018 10:37 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>05/29/2018 12:57 PM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>06/05/2018 9:15 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition

**Procurement Services Division**

**Date:** May 17, 2018

**MinuteTraq (IQM2) ID #:** 12719

**Department Req #:** 18213

**RFP, Bid or Quote #:**

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Golfview Hills Homes Association</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>23482</td>
</tr>
<tr>
<td>Attn:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>P.O.Box 247</td>
</tr>
<tr>
<td>City:</td>
<td>Hinsdale</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60521</td>
</tr>
<tr>
<td>Phone:</td>
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### Send Invoices To:

<table>
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<th>Dept:DuPage County Public Works</th>
</tr>
</thead>
<tbody>
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<td>Vendor #:</td>
<td>23482</td>
</tr>
<tr>
<td>Attn:</td>
<td>Accounts Payable</td>
</tr>
<tr>
<td>Address:</td>
<td>7900 S. Route 53</td>
</tr>
<tr>
<td>City:</td>
<td>Woodridge</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60517</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-985-7400</td>
</tr>
<tr>
<td>Fax:</td>
<td>630-985-4802</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Dept: SAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>23482</td>
</tr>
<tr>
<td>Attn:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
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<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
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<tr>
<td>Zip:</td>
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</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
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### Ship To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Drainage</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td>State:</td>
<td>IL</td>
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<tr>
<td>Zip:</td>
<td>60517</td>
</tr>
<tr>
<td>Phone:</td>
<td>630-985-7400</td>
</tr>
<tr>
<td>Fax:</td>
<td>630-985-4802</td>
</tr>
</tbody>
</table>

### Payment Terms

- **F.O.B.**
- **Per 50 ILCs 505/1**
- **PO 20 Delivery Date**
- **Destination**
- **Requisitioner**

### 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

| 1 | 1 | EA | Cost share repair of storm sewer Golfview Hills Home Association not to exceed $10,500.00. | 1000 | 3200 | 54060 | 10,500.00 | 10,500.00 |

**Requisition Total** $10,500
## 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>Golfview Hills Homes Association</th>
<th>Vendor #: 23482</th>
<th>Contract Term: November 30, 2018</th>
<th>Contract Total: $10,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept:</td>
<td>Public Works - Drainage</td>
<td>Contact:</td>
<td>Phone: 630-407-6679</td>
<td>Assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

**Description of Procurement/ Scope of Work/ Background**
The Drainage Assistance Program cost shares numerous projects throughout unincorporated DuPage County. This storm sewer is in need of immediate repair. Numerous homes depend on this storm sewer to flow water from the streets and yards to the lake. This repair of a private storm sewer line will be owned and maintained in the future by the Association. All aspects of the project from design, permitting and construction will be arranged by the Association for an amount not to exceed $10,500.

**Reason for Procurement**
To enter into an cost share agreement for the repair of a storm sewer line with the Golfview Hills Homes Association.

### FUNDING SOURCE
- [x] Procurement budgeted for (FY and budget code(s)): FY18 1000-3200-54060
- [] 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
- [x] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
  - Per the attached agreement with Golfview Hills Homes Association

### 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>Name</th>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
<th>Approved</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark</td>
<td>5/18/2018</td>
<td>Mark</td>
<td>5/10/2018</td>
<td></td>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Name</th>
<th>Reviewed By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bro.</td>
<td>5/23/18</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFO</td>
<td>5-25-18</td>
</tr>
</tbody>
</table>
COST REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND THE GOLFVIEW HILLS HOMES ASSOCIATION FOR MAINTENANCE REPAIR OF A STORM PIPE (INCLUDING LINING OF THE STORM SEWER PIPE).

This AGREEMENT, made June __, 2018, between the COUNTY OF DU PAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”), and the GOLFVIEW HILLS HOMES ASSOCIATION, an Illinois not-for-profit corporation, with the mailing address of PO Box 247, Hinsdale, IL 60522-0247 (hereinafter referred to as the “ASSOCIATION”).

RECEITALS

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater and provide drainage and to enter into agreements for the purposes of providing flood control, stormwater management and improved drainage (55 ILCS 5/5-1062 and 5/5-15001, et seq.); and

WHEREAS, pursuant to the above-referenced authority, the COUNTY previously identified the Golfview Hills Subdivision, in unincorporated Downers Grove Township, as an area with an inefficient drainage infrastructure; and

WHEREAS, due to inadequate funding, limited resources and project prioritizations, the COUNTY has had to delay undertaking its drainage improvement project for the Golfview Hills Subdivision; and

WHEREAS, the ASSOCIATION has inspected the Golfview Hills Subdivision’s primary 58th Street drainage system outlet and it displays signs of erosion which risks the collapse of that storm drain; and

WHEREAS, to avoid further erosion and the collapse of the storm drain, the ASSOCIATION has designed a drainage improvement project that includes the re-lining of the primary 58th Street drainage system outlet with a cementitious pipe lining (“DRAINAGE SYSTEM WORK”); and

WHEREAS, the ASSOCIATION has secured funding to partially pay the costs of the DRAINAGE SYSTEM WORK and has requested the COUNTY’s participation to co-fund this work in the amount of ten-thousand five-hundred dollars and no cents ($10,500.00) (the “REIMBURSEMENT AMOUNT”); and

WHEREAS, the ASSOCIATION shall pay all DRAINAGE SYSTEM WORK expenses as those costs are incurred and will be reimbursed by the COUNTY at a later date as specified below; and

WHEREAS, the COUNTY’s and ASSOCIATION’s residents will benefit from the DRAINAGE SYSTEM WORK, by improved drainage in the Golfview Hills Subdivision for thirty-four residences and on several local streets; and
NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 **RE bâtals Incorporated.**

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 **PROJECT DESCRIPTION.**

2.1 The ASSOCIATION’s DRAINAGE SYSTEM WORK (hereafter the “PROJECT”) consists of relining the Golfview Hills Subdivision’s primary 58th Street drainage system outlet with a cementitious pipe lining. For purposes of this AGREEMENT, the PROJECT shall be understood as being limited to the cementitious pipe lining work.

3.0 **Funding.**

3.1 The total PROJECT costs are estimated to be twenty-six thousand two-hundred fifty dollars and no cents ($26,250.00) with the cost share as follows, unless otherwise agreed to in writing as provided in paragraph 3.2 below.

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASSOCIATION</td>
<td>$15,750.00</td>
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<tr>
<td>COUNTY REIMBURSEMENT</td>
<td>$10,500.00</td>
</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td><strong>$26,250.00</strong></td>
</tr>
</tbody>
</table>

3.2 The ASSOCIATION shall be responsible for bearing any cost overruns or expenses in excess of the PROJECT cost estimate in Paragraph 3.1, regardless of the cause of such cost increase, unless the ASSOCIATION and COUNTY agree to apportion such extra cost.

4.0 **Association’s Rights and Responsibilities.**

4.1 The ASSOCIATION shall be responsible for the selection of all contractors, construction managers and other consultants utilized for the PROJECT, subject to the ASSOCIATION first consulting with, and considering input by, the COUNTY. Following such consultation, the COUNTY confirms that Innovative Underground, Inc. of Sandwich, Illinois is an acceptable contractor for the PROJECT.

4.2 The ASSOCIATION shall be responsible for the successful completion of all
phases of the PROJECT from design through construction.

4.3 The ASSOCIATION reserves the right to enter into additional agreements to secure their portion of the PROJECT costs.

4.4 The ASSOCIATION shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.5 The ASSOCIATION shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY.

4.6 The ASSOCIATION is responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.7 The ASSOCIATION shall not be reimbursed by the COUNTY for work undertaken prior to March 1, 2018.

4.8 The ASSOCIATION shall submit one (1) invoice to the COUNTY following the PROJECT’s receipt of any required regulatory sign-off (if any) of the installation of the physical improvements (but not sign-off for establishing vegetative conditions). Under no circumstances should the COUNTY be invoiced more than the REIMBURSEMENT AMOUNT unless it has agreed in writing to co-fund additional costs. The invoice for the COUNTY’s cost-share contribution shall be submitted to the COUNTY no later than November 30, 2018, unless such billing period is extended by subsequent AMENDMENT to this AGREEMENT.

4.9 The ASSOCIATION shall be responsible to make direct payments to all parties providing services related to the PROJECT. This requirement will not affect the COUNTY’s obligation to reimburse the ASSOCIATION in the amounts herein agreed upon.

4.10 The COUNTY shall not be responsible for or have control over the construction, means, methods, techniques or procedures with respect to any work performed on the PROJECT areas. The ASSOCIATION, the ASSOCIATION’s contractors and, or, construction managers shall be solely responsible for the safety of all individuals performing work on the project areas.

4.11 The provisions of this AGREEMENT, including but not limited to Sections 3 and 4, are not intended to impose obligations or liabilities on the ASSOCIATION, but only to make clear as between the COUNTY and the ASSOCIATION that the COUNTY is undertaking no liability or responsibility for the items listed in this AGREEMENT as ASSOCIATION responsibilities in concluding the PROJECT, it being the COUNTY’s undertaking only to reimburse a portion of the ASSOCIATION’s costs of the PROJECT. In turn, the COUNTY acknowledges that the ASSOCIATION is involved in the PROJECT as a voluntary community service that the ASSOCIATION is not obligated to undertake or complete.
exception for the completion of the PROJECT being a pre-requisite to COUNTY reimbursement. Accordingly, notwithstanding any other provision of this AGREEMENT, this AGREEMENT does not and shall not impose any obligation on the ASSOCIATION to undertake or complete the PROJECT, or the remainder thereof, or to maintain or monitor the same, or otherwise to be responsible for drainage in the Golfview Hills Subdivision, it being the sole purpose and intent of this AGREEMENT to provide for partial reimbursement by the COUNTY of the costs of the PROJECT if in fact completed by the ASSOCIATION.

5.0 COUNTY’S RIGHTS AND RESPONSIBILITIES.

5.1 Solely as a condition to its obligation to reimburse a portion of the PROJECT costs to the ASSOCIATION, the COUNTY reserves the right to review and approve any subsequent plan modifications and change orders before such PROJECT modifications are implemented. The COUNTY’s reviews and input under this provision, and pursuant to Paragraphs 5.2 and 5.5 below, are for the sole purpose of ensuring that the PROJECT work and its expenses continue to be eligible for cost-sharing through the COUNTY’s Drainage Assistance Program. The COUNTY shall not unreasonably withhold, delay, deny or condition any approval or review where such approval or review is required.

5.2 The COUNTY shall provide the ASSOCIATION with input regarding the selection of the PROJECT contractor, construction manager and other consultants utilized for the PROJECT.

5.3 Within thirty (30) days of receipt of the properly documented invoice following completion of the work, the COUNTY shall reimburse the ASSOCIATION for costs associated with the PROJECT as provided for in Paragraph 5.4 below.

5.4 The COUNTY shall reimburse PROJECT expenses in the amount of the REIMBURSEMENT AMOUNT stated in Paragraph 3.1 above. The COUNTY shall reimburse the ASSOCIATION for costs associated with the PROJECT in a single payment of the REIMBURSEMENT AMOUNT to be invoiced by the ASSOCIATION prior to November 30, 2018, but following required regulatory sign-off (if any) of the PROJECT’s physical improvements, provided that regulatory sign-off has not been delayed by action of the COUNTY. In no event shall the COUNTY be obligated to pay any invoice received after November 30, 2018, regardless of when the billed work was completed.

5.5 Solely as a condition to its obligation to reimburse a portion of the PROJECT costs, the COUNTY shall be allowed access to the PROJECT area in order to observe the PROJECT’s remaining work in progress.

5.6 This AGREEMENT shall not impose any duties or obligations on the COUNTY beyond or in addition to any existing duties and obligations except as expressly set forth herein.
6.0 GOVERNMENT REGULATIONS.

6.1 It shall be a condition to the COUNTY’s reimbursement obligation under this AGREEMENT that in completing the PROJECT, the ASSOCIATION shall have complied in all material respects with all local, county, state and federal legal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 [INTENTIONALLY LEFT BLANK]

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

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

9.0 EFFECTIVE DATE.

9.1 The AGREEMENT shall become effective upon the date fully executed by the parties.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT represents the entire AGREEMENT between the COUNTY and ASSOCIATION and supersedes all prior negotiations, representations or agreements, either written or oral.

11.0 AGREEMENT BINDING.

11.1 This AGREEMENT shall be binding upon the parties and their respective transferees, successors, and assigns.

12.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

12.1 Any notice required by the provisions of this AGREEMENT shall be addressed to the following:

Ronald Hanson, President
Golfview Hills Homes Association
PO Box 247
Hinsdale, IL 60522-0247
Ronald-hanson@comcast.net
Fax No. 630-487-5260

Attn: Drainage Division Manager
DuPage County Public Works
12.2 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; (b) served by facsimile transmission during regular business hours; or (c) served by tracked priority mail, or 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 8.1, above.

13.0 SEVERABILITY.

13.1 The invalidity or enforceability of any of the provisions of this AGREEMENT shall not affect the validity or enforceability of the remainder of this AGREEMENT.

14.0 GOVERNING LAW.

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

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:

15.1.1 November 30, 2018, or to any later date agreed upon by the parties in writing.

15.1.2 The completion by the ASSOCIATION and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2018.

15.2 Notwithstanding the expiration date set forth above, the COUNTY’s co-funding obligation expires on November 30, 2018, for work not invoiced prior to that date, unless extended by an AMENDMENT to this AGREEMENT, but the expiration date shall not relieve the COUNTY of its obligation to pay any properly documented qualifying invoice submitted prior to that date.
IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

Dan J. Cronin
Chairman

ATTEST:

Paul Hinds, County Clerk

GOLFVIEW HILLS HOMES ASSOCIATION

Ronald Hanson
President

ATTEST:

Jim McCarthy, Secretary
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE ILLINOIS AND
THE LISLE TOWNSHIP HIGHWAY DEPARTMENT
FOR THE BOUNDARY HILL ROAD DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the Lisle Township Highway Department (“TOWNSHIP”) and the County of DuPage (“COUNTY”) are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as an authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, management Stormwater runoff and improve drainage throughout the COUNTY’S territory and to enter into agreements for the aforesaid purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062 and 5/5-15001 et seq.); and

WHEREAS, pursuant to said authority the COUNTY has sought to undertake a project to improve drainage within the Boundary Hill Estates Subdivision located in unincorporated Lisle Township, generally located west of I-355 and south of 75th Street; and

WHEREAS, the TOWNSHIP has developed a design for a drainage improvement project in the Boundary Hill Estates Subdivision, (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the construction of the PROJECT will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within the Boundary Hill Estates Subdivision; and

WHEREAS, the TOWNSHIP has requested that the COUNTY contribute funding for the PROJECT’S construction costs, through the COUNTY’S Drainage Assistance Program, in an amount not to exceed forty thousand dollars and 00/100 ($40,000.00); and

WHEREAS, the TOWNSHIP shall undertake the PROJECT and pay all PROJECT expenses up front, subject to being reimbursed by the COUNTY for qualified expenses, per the attached Intergovernmental Agreement (“AGREEMENT”), FOLLOWING SUBSTANTIAL COMPLETION OF THE project; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.
NOW, THEREFORE, be it resolved by the DuPage County Board that the attached AGREEMENT between the COUNTY and TOWNSHIP is hereby accepted and approved, in an amount not to exceed forty-thousand dollars and 00/100 ($40,000.00) 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 Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Lisle Township Highway Department, 4719 Indiana Ave, Lisle, IL 60532, and Anthony Hayman/State’s Attorney’s Office.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 18, 2018</td>
<td>$40,000.00</td>
<td>JUNE 12, 2018 THROUGH NOVEMBER 30, 2018</td>
<td>DRAINAGE</td>
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</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Intergovernmental Agreement

- Angela Bendinelli: Completed 05/24/2018 3:07 PM
- Nick Kottmeyer: Completed 05/21/2018 10:31 AM
- Kathy Ostrowski: Completed 05/23/2018 10:37 AM
- James McGuire: Completed 05/24/2018 3:12 PM
- Paul Rafac: Completed 05/25/2018 10:28 AM
- Kathy Ostrowski: Completed 05/29/2018 12:49 PM
- Public Works Committee: Pending 06/05/2018 9:15 AM
- Finance Committee: Pending 06/12/2018 8:00 AM
- County Board: Pending 06/12/2018 10:00 AM
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE LISLE TOWNSHIP HIGHWAY DEPARTMENT FOR THE BOUNDARY HILL ROAD DRAINAGE IMPROVEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this _____ day of ____________, 2018, between the 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 the Lisle Township Highway Department, a body politic and corporate, with offices at 4719 Indiana Avenue, Lisle, IL 60532 (hereinafter referred to as the TOWNSHIP).

RECITALS

WHEREAS, the Lisle Township Highway Department ("TOWNSHIP") and the County of DuPage ("COUNTY") are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater runoff and improve drainage throughout the COUNTY’S territory and to enter into agreements for the aforesaid purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062 and 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority the COUNTY has sought to undertake a project to improve drainage within the Boundary Hill Estates Subdivision located in unincorporated Lisle Township generally located west of I-355 and south of 75th Street; and

WHEREAS, the TOWNSHIP has developed a design for a drainage improvement project in the Boundary Hill Estates Subdivision (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the TOWNSHIP have determined that the construction of the PROJECT will benefit local citizens by
improving the drainage and reducing the occurrence of localized flooding within the Boundary Hill Estates Subdivision; and

WHEREAS, the TOWNSHIP has requested COUNTY contribute funding for the PROJECT’S construction costs, through the COUNTY’S Drainage Assistance Program, in an amount not to exceed forty thousand dollars and 00/100 ($40,000.00); and

WHEREAS, the TOWNSHIP shall undertake the PROJECT and pay all PROJECT expenses up front, subject to being reimbursed by the COUNTY for qualified expenses, per this Intergovernmental Agreement (“AGREEMENT”), following the PROJECT’S substantial completion.

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part 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 PROJECT DESCRIPTION.

2.1 The PROJECT involves the installation of approximately 400 feet of storm sewer and 5 inlet points located in the Boundary Hill Estates Subdivision, west of I-355 and south of 75th Street. The above described PROJECT will provide a new outlet that will convey storm water through the system in a more direct manner than the current system. Once completed, the PROJECT will alleviate restricted access and, or, flooding problems, caused by significant storm events, for approximately twenty (20) properties in the Boundary Hill Estates Subdivision.
2.2 The PROJECT shall be completed by the TOWNSHIP in substantial conformity to the design plans prepared by Morris Engineering Inc., entitled BOUNDARY HILL ROAD DRAINAGE IMPROVEMENT, which plans are incorporated herein by reference but are not attached due to the volume thereof.

3.0 FUNDING.

3.1 The total PROJECT construction costs are estimated to be ninety seven thousand and 00/100 ($97,000.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>LISLE TOWNSHIP</td>
<td>$57,000.00</td>
</tr>
<tr>
<td>COUNTY OF DUPAGE</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$97,000.00</td>
</tr>
</tbody>
</table>

3.2 The TOWNSHIP shall be responsible for bearing any cost overruns or expenses in excess of the cost estimate listed in Paragraph 3.1, regardless of the cause, unless the TOWNSHIP and COUNTY agree to apportion such extra costs before they are incurred. Should the PROJECT costs be less than the estimate, the COUNTY’S contribution share will be up to fifty percent (50%) of the total actual project costs. The COUNTY’S total contribution amount shall not exceed forty thousand dollars and 00/100 ($40,000.00).

3.3 This AGREEMENT shall in no way obligate the TOWNSHIP to undertake this PROJECT if the TOWNSHIP in its sole discretion determines that it is no longer in the TOWNSHIP’S best interest to proceed with this PROJECT. The TOWNSHIP’S right to receive COUNTY reimbursement of PROJECT costs is expressly conditioned upon the TOWNSHIP’S timely and satisfactory completion of the PROJECT by November 30, 2018. The TOWNSHIP’S failure to progress the PROJECT’S construction to substantial completion on or before the date stated in this provision relieves the COUNTY of its obligations under this AGREEMENT.
3.4 The TOWNSHIP may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the TOWNSHIP in relation to the PROJECT shall include third-party professional services (architectural, construction management, etc.), construction (labor and materials), bid advertising, permit fees, etc. Notwithstanding the foregoing, allowable expenses shall not include the TOWNSHIP’S administrative costs, overhead, land acquisition, legal or accounting services.

4.0 TOWNHIPS RESPONSIBILITIES.

4.1 The TOWNSHIP shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The TOWNSHIP shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The TOWNSHIP shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

4.3 The TOWNSHIP shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.4 The TOWNSHIP shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY’S review shall be for the sole purpose of documenting whether PROJECT work component qualify as allowable expenses.

4.5 The TOWNSHIP shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The TOWNSHIP shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT, except for qualifying expenses directly related to the following: Preparation of the PROJECT’S plans, specifications and bid
4.7 The TOWNSHIP may enter into additional agreements to secure its portion of the PROJECT costs.

4.8 The TOWNSHIP shall submit one invoice to the COUNTY following substantial completion of the PROJECT’S construction. Under no circumstances should the COUNTY be invoiced more than fifty percent (50%) of the TOWNSHIP’S total incurred PROJECT costs, up to the limits as established in Paragraph 3.1. The invoice shall be supported by documentation of all allowable PROJECT expenses for which the TOWNSHIP seeks reimbursement.

4.9 The TOWNSHIP shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY’S obligation to reimburse the TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the TOWNSHIP’S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in paragraph 3.3.

4.10 The TOWNSHIP shall allow the COUNTY, including the COUNTY’S employees and professional consultants, reasonable access to the PROJECT area to observe and review PROJECT work and to examine and copy all work documents (i.e., plans, change orders, field orders, manager diaries, etc.).

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The TOWNSHIP and TOWNSHIP’S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The TOWNSHIP shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the TOWNSHIP
shall strictly enforce all applicable safety rules and regulations.

This provision is not intended to create any new burden or liability for the TOWNSHIP beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. The COUNTY’S role in conducting any review, site inspection or granting any consent or approval, as set forth in this provision and Section 4.10, above, relates solely to the COUNTY’S verification of the PROJECT’S eligibility for reimbursement under the COUNTY’S Drainage Assistance Program.

5.0 COUNTY’S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT’S plans and specifications, prior to the TOWNSHIP’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY’S Drainage Assistance Program.

5.2 The COUNTY shall cost share in the PROJECT as follows:

5.2.1 The COUNTY shall reimburse the TOWNSHIP for approved costs associated with the PROJECT of up to fifty percent (50%) of the PROJECT’s allowable costs, which have been incurred and paid for by the TOWNSHIP, as specified in paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed forty thousand dollars and 00/100 ($40,000.00).

5.2.3 In the event actual PROJECT costs total less than ninety seven thousand and 00/100 ($97,000.00), the COUNTY’S total reimbursement amount shall be not more than fifty percent (50%) of the actual
total PROJECT costs. In the event it is subsequently determined that the COUNTY has overpaid the TOWNSHIP, for any reason, the TOWNSHIP shall promptly refund the COUNTY the amount of such overpayment.

5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2018, regardless of when the work was completed and notwithstanding that the COUNTY’S contribution limit has not been reached. However, the COUNTY’S obligation to reimburse the TOWNSHIP for allowable expenses invoiced before November 30, 2018, shall survive the expiration of this AGREEMENT.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for eligibility for COUNTY reimbursement.

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

7.1 The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including 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 TOWNSHIP'S performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or
intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The TOWNSHIP shall require each consultant and contractor responsible for the design, construction, maintenance, or monitoring of the PROJECT to name the TOWNSHIP and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the TOWNSHIP shall require that its consultants and contractors indemnify, defend and hold harmless the TOWNSHIP and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1, is the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove TOWNSHIP’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the TOWNSHIP or its consultants, contractors or agents. The TOWNSHIP’S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

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

9.0 TERM OF THIS AGREEMENT.

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

9.1.1 November 30, 2018 or to a new date agreed upon by the parties.

9.1.2 The completion by the TOWNSHIP and COUNTY of their respective obligations under this AGREEMENT in the event such completion occurs before November 30, 2018.

10.0 ENTIRE AGREEMENT.

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

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

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In 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.

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

12.0 GOVERNING LAW.

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

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

13.0 NOTICES.

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

Ed Young, Highway Commissioner
Lisle Township Highway Department
4719 Indiana Avenue
Lisle, Illinois 60532
(630) 964-7244

Gregory Phillips, PMP, Regulatory Manager
DuPage County Public Works Department
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-6679

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.
IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Daniel J. Cronin, Chairman

LISLE TOWNSHIP HIGHWAY DEPARTMENT

Ed Young, Highway Commissioner

ATTEST:

Paul Hinds, County Clerk

ATTEST:

Robert J Klaeren II Township Clerk
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

**Vendor:** Lisle Township Highway Department

**Vendor #:** 24532

**Contract Term:** November 30, 2018

**Contract Total:** $40,000.00

**Dept:** Public Works - Drainage

**Contact:** Gregory Phillips

**Phone:** 630-407-6679

**Assigned Committee:** Public Works

**Description of Procurement/Scope of Work/Background:**
This inter-Governmental Agreement with the Lisle Township Highway Department (LTHD) for the Boundary Hill Drainage Project for an amount not to exceed $40,000. This subdivision has experienced flooding on a regular occurrence. The LTHD has developed plans to address the flooding concerns and the solution is entirely located within the road right of way. This project will be owned and maintained by the LTHD once complete.

**Reason for Procurement:** To establish an inter-Governmental Agreement to cost share this project.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): FY18 1000-3200-54060

- 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 # ___________ X 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 (30ILCSS25)

- 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:** 5/18/2018

**Recommended for Approval:**

**Date:** 5-18-2018

**IT Approval, if required:**

**Date:**

---

**Reviewed by (Initials Only)**

**Buyer:**

**Date:** 5/24/18

**Procurement Officer:**

**Date:**

---

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

**Date:** 5-25-18

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

**Date:**

---
### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Lisle Township Highway Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td></td>
</tr>
<tr>
<td>Attn:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>4719 Indiana Ave</td>
</tr>
<tr>
<td>City:</td>
<td>Lisle</td>
</tr>
<tr>
<td>State:</td>
<td>IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>60532</td>
</tr>
<tr>
<td>Phone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

- **Vendor:** Lisle Township Highway Department
- **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
- **Attn:** |
- **Email:** |
- **Address:** |
- **City:** Lisle
- **State:** IL
- **Zip:** |
- **Phone:** |
- **Fax:** |

### Ship To:

- **Dept:** DUPage County Public Works
- **Division:** Drainage
- **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

### Payment Terms

- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:** Amy Arlowe

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extention |
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<td>Inter-govenmental agreement for Boundary Hill Drainage Project not to exceed $40,000.00.</td>
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**Requisition Total:** $40,000.00

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

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

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

---

Attachment: Lisle Township Highway Dept - Requisition Boundary Hill Drainage Project (DR-P-078-18 : DR Lisle Township Highway

Packet Pg. 46
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 design and bid phase engineering services for the Nordic Treatment Facility Rehabilitation Project; and

WHEREAS, per IEPA and NPDES permit requirements, and the age of the facility, majority of the facility requires rehabilitation; 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 Six Hundred Seven Thousand Dollars and 00/100 ($607,000.00); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and TROTTER & ASSOCIATES, INC., is hereby accepted and approved in an amount not to exceed Six Hundred Seven Thousand Dollars and 00/100 ($607,000.00) 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 Trotter & Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, IL 60175; Anthony Hayman/State's Attorney's Office.

Enacted and approved this 12th day of June, 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>
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<th>CONTRACT TERM</th>
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<td>THROUGH JUNE 30, 2021</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

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

- Angela Bendinelli: Completed 05/24/2018 4:30 PM
- Nick Kottmeyer: Completed 05/24/2018 4:36 PM
- Kathy Ostrowski: Completed 05/25/2018 9:40 AM
- James McGuire: Completed 05/30/2018 12:39 PM
- Paul Rafac: Completed 05/30/2018 5:36 PM
- Tom Cuculich: Completed 05/31/2018 8:13 AM
- Kathy Ostrowski: Completed 05/31/2018 2:52 PM
- Public Works Committee: Pending 06/05/2018 9:15 AM
- Finance Committee: Pending 06/12/2018 8:00 AM
- County Board: Pending 06/12/2018 10:00 AM
# Procurement Review Checklist

## Procurement Services Division

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

### Vendor Information
- Vendor: Trotter and Associates, Inc.
- Vendor #: 
- Contract Term: through June 30, 2021
- Contract Total: $607,000.00
- Dept: Public Works
- Contact: Sean Reese
- Phone: 630-985-7400
- Assigned Committee: Public Works

### Description of Procurement/Scope of Work/Background
- Provide professional engineering services including design and bid phase engineering services for the Nordic Wastewater Facility rehabilitation project through June 30, 2021 not to exceed $607,000.

### Reason for Procurement
- The Nordic wastewater treatment facility is over 40 years old and in a state of decline. It is becoming outdated with inefficient equipment. Rehabilitation of the facility will ensure continued proper treatment of wastewater to the surrounding residents and will ensure continued compliance with IEPA and NPDES permit requirements.

### Funding Source
- Procurement budgeted for (FY and budget code(s)): 2000-2555-54030
- 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 5/1-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### Decision Memo Required
- Cooperative Procurement (DPCA-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)

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Recommended for Approval

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IF Approval, if required

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### Reviewed By (Initials Only)

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Procurement Officer

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Chairman's Office

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

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Packet Pg. 50
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 22, 2018
MinuteTraq (IQM2) ID #: 12772
Department Requisition #: 18213042

Requesting Department: Public Works
Contact Email: Sean.Reese@dupageco.org
Vendor Name: Trotter and Associates, Inc.

Department Contact: Sean Reese
Contact Phone: 630-985-7400
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 design and bid phase engineering services for the Nordic wastewater treatment facility rehabilitation project through June 30, 2021 in the amount of $607,000.

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

Public Works is in need of engineering services to design and plan the rehabilitation of the Nordic wastewater treatment facility. The facility is over 40 years old and much of the plant has become outdated with inefficient equipment. In order to continue to meet IEPA and NPDES permit requirements much of the facility processes will need to be rehabilitated.

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.

The rehabilitation of the Nordic wastewater treatment facility will ensure continued treatment of wastewater to the surrounding community of approximately 1,000 DuPage County residents. The facility will continue to discharge high quality effluent water to the local waterway.

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 12 SOI's from firms with wastewater treatment plant design experience. Staff reviewed all 12 SOI's and short listed 4 firms to be interviewed based on their design experience and project understanding. The Public Works project team interviewed the 4 firms taking into consideration qualifications of the firm and their sub-consultants, key personnel, project understanding, wastewater treatment plant design experience and strategies specific to the project. Based on the review of the SOI's and interview results it was determined that Trotter and Associates, Inc. were the most qualified to perform the design work.

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

1) Contract with Trotter and Associates, Inc. for this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the areas of wastewater treatment planning and design.
2) Contract with an alternative engineering firm. Not recommended due to the other SOI's not meeting the expectations and qualifications needed for this rehabilitation project.
3) Do not have a contract. Not recommended due to the need for rehabilitation improvements of the Nordic Wastewater Treatment Facility in order to continue to provide reliable wastewater treatment service 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.

$607,000 will be removed from line item 2000-2555-54030
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND TROTTER & ASSOCIATES, INC. FOR DESIGN AND BID PHASE
ENGINEERING SERVICES FOR THE NORDIC TREATMENT FACILITY
REHABILITATION PROJECT

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 TROTTER
& ASSOCIATES, INC. licensed to do business in the State of Illinois, with offices at
40w201 Wasco Road, Suite D, St. Charles, IL  60175 (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 design and bid phase
engineering services for the Nordic Treatment Facility Rehabilitation Project; and

WHEREAS, per IEPA and NPDES permit requirements, and the age of the
facility, majority of the facility requires rehabilitation; 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 Six Hundred and Seven Thousand
Dollars and 00/100 ($607,000.00); 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 June 30, 2021, 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 Six Hundred Seven Thousand dollars and 00/100 ($607,000.00). 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 2.80 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, 2021, 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, 2021.

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:

Trotter & Associates, Inc.
40W201 Wasco Road
St. Charles, Illinois  60175
ATTN: Scott Trotter, 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

Daniel J. Cronin, Chairman  
DuPage County Board

NAME:  
TITLE:

ATTEST BY:

Paul Hinds, County Clerk

NAME:  
TITLE:
DuPage County Public Works
Nordic Wastewater Treatment Facility Rehabilitation
Exhibit A – Scope of Services

Consultant: Trotter and Associates, Inc.
Project: Nordic Wastewater Treatment Facility Rehabilitation

Scope of Services

Trotter and Associates will provide design and bidding phase engineering services for the Nordic WWTP Rehabilitation project. This project includes the following major components:

- Rehabilitation of Raw Sewage Pump Station (demolition of brick/block building, new building encompassing screening area, replacement of raw sewage pumps with MLSS pumps)
- New A/O Biological Process (two parallel trains with anoxic/aerobic basins, mixers, aeration system, influent and effluent channels)
- New Combination Control/Electrical/Blower/UV Building (three levels with separate rooms for electrical/controls, blowers, chemical feed system, UV disinfection, restrooms)
- Two New Tertiary Clarifiers
- Rehabilitation of Spiragester (conversion to aerobic digestion)
- Site Utilities (mixed liquor, aeration, sanitary, clarified effluent, final effluent, electrical, potable water)
- Site Improvements (access drive, grading, landscaping, etc.)
- Demolition of Existing Facilities (blower building, control building, sand filters, UV channel, package plant, utilities)

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

A. Conceptual Design (20%) Phase

1) Hold a project kick-off meeting with County Staff to establish project goals and schedule.
2) Review existing County documentation that may be appropriate to the project. This includes as-built information for the existing facility and operational data as necessary.
3) Obtain utility locations, floodplain and floodway information on the existing site and determine site limitations. Perform wetland delineation (to be sub-consulted).
4) Conduct Site Visit as necessary to determine existing conditions and constraints. Includes structural analysis for buildings to be rehabilitated to verify soundness.
5) Conduct a topographic survey of the site to determine property boundaries for design and permitting (TAI to coordinate design-stage JULIE locate for all utilities) and develop base files depicting existing site conditions.
6) Develop conceptual plans with layout of proposed structures, equipment, and piping consisting of approximately 30 sheets.
7) Prepare a conceptual design report including design calculations to determine sizing, loading, and other technical information required to verify plant design values and aid in equipment selection.
8. Complete hydraulic calculations through each unit process to develop existing and proposed hydraulic profile.

9. Hold manufacturer meetings to determine the preferred equipment for each process system, including pumping, blowers, clarifier mechanisms, and disinfection equipment.

10. Through a work session with County staff, perform equipment selection for base bid.

11. From the selected base bid equipment, prepare equipment data sheets.

12. Prepare an opinion of probable construction cost based on the conceptual design scope.

13. Meet with County staff once conceptual files are developed to discuss site constraints and layouts for consideration.

14. Prepare the project planning document (updated 2015 Facility Evaluation) for submittal to IEPA for project planning approval.

B. Preliminary Design (60%) Phase

1. Based on approved Conceptual Design Phase, prepare 60% engineering plans and specifications to show the scope, extent, and character of the work. Documents shall consist of engineering calculations, preliminary drawings, and written descriptions.
   a) General Construction Details and Notes (Estimated 7 Sheets)
   b) Site Civil Drawings showing underground utilities, process piping, site grading and landscaping as applicable (Estimated 6 Sheets)
   c) Demolition drawings showing existing structures and utilities to be removed as applicable (Estimated 9 Sheets)
   d) Architectural drawings including layout, sections, and elevations (Estimated 16 Sheets)
   e) Structural drawings including plans, sections, details and schedules (Estimated 19 Sheets)
   f) Process drawings including the plans, sections, details and schedules for equipment and process piping (Estimated 26 Sheets)
   g) Electrical Drawings depicting power distribution requirements within the proposed improvements (Estimated 19 Sheets)
   h) Instrumentation drawings depicting the scope and extent of the proposed control system (Estimated 8 Sheets)
   i) Project specifications with in accordance with 64 Division CSI Format.

2. Obtain two (2) soil borings on the site for the purpose of structural design and quantifying dewatering requirements (maximum of 20 ft below bottom of proposed structures).

3. Coordinate with subconsultants as required to prepare preliminary ASME drawings.

4. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable construction cost.

5. Provide a list of required permits and sign-offs, along with timeframe for submittal.

6. Advise the County if additional information or testing services are necessary and assist in obtaining such information.

7. Hold a preliminary design review meeting to address the County’s review comments and requested revisions. Determine preferred manufacturers, types and quantities of equipment, piping material, building layout and architectural details.
C. Final Design (100%) Phase

1) Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications. Included is the following but is not limited to these drawings:
   a) General Construction Details and Notes (Estimated 7 Sheets)
   b) Site Civil Drawings showing underground utilities, process piping, site grading and landscaping as applicable (Estimated 6 Sheets)
   c) Demolition drawings showing existing structures and utilities to be removed as applicable (Estimated 9 Sheets)
   d) Architectural drawings including layout, sections, and elevations (Estimated 16 Sheets)
   e) Structural drawings including plans, sections, details and schedules (Estimated 19 Sheets)
   f) Process drawings including the plans, sections, details and schedules for equipment and process piping (Estimated 26 Sheets)
   g) Electrical Drawings depicting power distribution requirements within the proposed improvements (Estimated 19 Sheets)
   h) Instrumentation drawings depicting the scope and extent of the proposed control system (Estimated 8 Sheets)
   i) Project specifications with accordance with 64 Division CSI Format.

2) Provide 90% complete plans to the County and effected agencies for review and approval. Prepare an opinion of probable cost, based on the Final Engineering Plans. Hold a final review meeting with the County.

3) Submit final plans and specifications to IEPA to obtain the construct and operate permit.

4) Submit final plans and specifications to County Stormwater and Building Departments to obtain necessary permits. Preparing plats and easements are not included.

5) Make minor revisions to the plans to incorporate changes required by reviewing agencies.

6) Coordinate IEPA loan application package with County staff:
   a) County shall provide:
      i. Completed financial package
      ii. All resolutions & certifications
   b) Trotter and Associates will provide:
      i. Complete environmental checklist and agency sign-offs
      iii. Loan application form with schedule and construction cost estimate
      iv. Plans and Specifications Compliance Checklist
      v. Engineering Eligibility Checklist
      vi. DBE Certification for work completed during the design phase
      vii. Engineer’s Certification regarding Debarment and Suspension
      viii. Bidding Review Certification and Checklist for Construction Contracts

7) Complete 100% drawings to satisfaction of the County and appropriate permitting bodies.
Bidding or Negotiating Phase

1) Assist the County with advertising the project for bid. Advertisement and plan production expenses will be considered reimbursable if required.

2) Attend a pre-bid meeting with the County and prospective bidders

3) Respond to questions about bid documents. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents

4) Attend the bid opening, prepare bid tabulation, and assist the County in reviewing the bids, participate in any negotiations or clarification discussions and awarding contracts. Issue the Recommendation to Award to the County.

5) Furnish and supply drawings and project specification copies as required.
DuPage County Public Works  
Nordic Wastewater Treatment Facility Rehabilitation  
Exhibit B – Cost Data and Rates

Consultant: Trotter and Associates, Inc.  
Project: Nordic Wastewater Treatment Facility Rehabilitation  
Effective Dates: Project Duration  
Project Multiplier: 2.80  
Contract Not-to-Exceed: $607,000.00

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Exhibit C Notes

1. Direct Expenses and subcontractor expenses will be billed without markup, and copies of said expenses will be provided with all invoicing.

2. Mileage Expenses are unallowable.

3. An increase in hourly rates will not cause an increase in the Upper Limit of Compensation.

4. Pursuant to the Professional Services Agreement Salary Rate Increases will be permitted on an annual basis.

Signature of Consultant Authorized Agent: __________________________ Date: _________________

Approved by County: __________________________________________ Date: _________________
Trotter and Associates will provide the following deliverables for the above referenced project:

- Provide to DuPage County, Illinois engineering plans and project specifications included in the outlined scope in Exhibit A for the Nordic Wastewater Treatment Facility Rehabilitation.
- All final plans will be signed and sealed by a registered professional engineer in the State of Illinois.
- Trotter and Associates, Inc. will provide three (3) signed and sealed, complete sets of plans and project specifications to the County.
- Additional sets of plans and specifications will be made available for bidding purposes if required, but are not included in the deliverables.
- Completion and submission of all required permit submittals. A copy of all submitted permits shall be supplied to the County. The County shall be required to pay all permit fees associated with the project.
# Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Trotter and Associates, Inc.</th>
<th>Vendor #:</th>
<th>Dept: DuPage County Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Chris Marschinke</td>
<td>Email: <a href="mailto:c.marschinke@trotter-inc.com">c.marschinke@trotter-inc.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 40W201 Wasco Road, Suite D</td>
<td></td>
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</tr>
<tr>
<td>City: St. Charles</td>
<td>State: IL</td>
<td>Zip: 60175</td>
</tr>
<tr>
<td>Phone: 630-587-0470</td>
<td>Fax: 630-217-6284</td>
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**Send Invoices To:**

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<tr>
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<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
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<tr>
<td>Address: 7900 S. Route 53</td>
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<tr>
<td>City: Woodridge</td>
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<td>Zip: 60517</td>
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<tr>
<td>Phone: 630-985-7400</td>
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**Send Payments To:**

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**Use for PO25 only**

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**Requisition Total**: $607,000.00

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
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: Trotter and Associates, Inc.  Company Contact: Scott Trotter
Contact Phone: 630-587-0470  Contact Email: s.trotter@trotter-inc.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

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:

Scott Trotter & Chris Marschinke,

Telephone: 630-587-0470
Email: s.trotter@trotter-inc.com

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

Continuing disclosure is required, and I agree to update this disclosure form as follows: If information changes, within five (5) days of change, or prior to county action, whichever is sooner 30 days prior to the optional renewal of any contract.

Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

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

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

Authorized Signature

SIGNATURE ON FILE

Printed Name: Scott Trotter
Title: President
Date: May 21, 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 FASTENAL COMPANY
FOR MISCELLANEOUS MAINTENANCE, REPAIR AND OPERATION
PARTS AND SUPPLIES AS NEEDED FOR VARIOUS COUNTY FACILITIES
(CONTRACT TOTAL NOT TO EXCEED $92,500.00)

WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the
County of DuPage will contract with Fastenal Company; and

WHEREAS, the Public Works Committee recommends County Board approval for the
issuance of a contract purchase order to Fastenal Company, for miscellaneous maintenance,
repair and operation parts and supplies as-needed for Public Works, Facilities Management, and
Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract for the issuance of a contract
to Fastenal Company, for miscellaneous maintenance, repair and operation parts and supplies as-
needed for Public Works, Facilities Management, and Division of Transportation, be, and is
hereby approved for issuance of a contract purchase order to Fastenal Company, 2001 Theurer
Blvd., Winona, MN 55987, for a contract total not to exceed $92,500.00, per NASPO
(WSCA)(#8497) cooperative purchasing agreement pricing, in compliance with 30 ILCS 525/2
“Governmental Joint Purchasing Act”.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 23, 2018</td>
<td>JULY 1, 2018 THROUGH JUNE 30, 2019</td>
<td>$92,500</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

- Angela Bendinelli  Completed  05/23/2018 10:12 AM
- Nick Kottmeyer  Completed  05/23/2018 1:11 PM
- Laura Grobe  Completed  05/23/2018 2:16 PM
- Tim Harbaugh  Completed  05/23/2018 2:25 PM
- Eva Hitchcock  Completed  05/24/2018 9:22 AM
- Christopher Snyder  Completed  05/24/2018 1:19 PM
- Kathy Ostrowski  Completed  05/24/2018 2:04 PM
- James McGuire  Completed  05/24/2018 3:13 PM
- Paul Rafac  Completed  05/25/2018 10:30 AM
- Tom Cuculich  Completed  05/29/2018 9:32 AM
- Kathy Ostrowski  Completed  05/30/2018 2:49 PM
- Public Works Committee  Pending  06/05/2018 9:15 AM
- Transportation Committee  Pending  06/05/2018 10:00 AM
- Finance Committee  Pending  06/12/2018 8:00 AM
- County Board  Pending  06/12/2018 10:00 AM
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

### Vendor Information
- **Vendor:** Fastenal Company
- **Vendor #:** 1779
- **Public Works, Facilities**
- **Dept:** Management & Dept. of Transportation
- **Contact:** Sean Reese
- **Phone:** 630-985-7400
- **Contract:** July 1, 2018 through June 30, 2019
- **Contract Total:** $92,500.00
- **Assigned Committee:** Public Works

### Description of Procurement/Scope of Work/Background
Recommendation for the approval of a contract purchase order to furnish and deliver miscellaneous maintenance, repair and operations parts and supplies as needed for County facilities for a total contract amount not to exceed $92,500 ($50,000 Public Works, $7,500 for Facilities Management & $35,000 for Dept. of Transportation)

### Reason for Procurement
- Miscellaneous maintenance, repairs and operations parts and supplies are necessary for the performance of routine and as needed maintenance work throughout County Facilities on a daily basis.

### FUNDING SOURCE
- Parent Fund: Miscellaneous Maintenance
- Budget Code(s): Miscellaneous Maintenance

### 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)
- ☒ Per Coop (DPC4-107) select one below
  - WSCA/NASPO #
  - 8497

- ☐ 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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<td>5/22/18</td>
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### REVIEWED BY (Initials Only)

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<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<table>
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<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>5/25/18</td>
<td>(Decision Memos Over $25,000)</td>
<td>5/25/18</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 21, 2018

MinuteTraq (IQM2) ID #: 12768

Department Requisition #: 18213041

Requesting Department: Public Works

Contact Email: Sean.Reese@dupageco.org

Department Contact: Sean Reese

Contact Phone: 630-985-7400

Vendor Name: Fastenal Company

Vendor #: 

**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 furnish and deliver miscellaneous maintenance, repair & operations parts and supplies as needed for County facilities, for a total contract amount not to exceed $92,500 ($50,000 Public Works, $7,500 for Facilities Management & $35,000 for Dept. of Transportation).

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

In order to be cost effective and efficient, County staff performs repairs, routine maintenance work and specific projects throughout the County facilities. Fastenal Company holds NASPO Contract #8497 which allows the County to purchase miscellaneous maintenance, repair and operations parts and supplies at significantly discounted prices. Having the option to purchase through a cooperative purchasing agreement gives the County the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects.

**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.

Repair and routine maintenance is necessary to ensure the infrastructure of the County buildings and to ensure that facilities are reliable for proper operation as to not impact the life, health and safety of the employees and the public that frequent them.

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

Fastenal holds the NASPO Agreement #8497 which allows the County to purchase miscellaneous maintenance, repair and operations parts and supplies at significantly discounted prices. Fastenal offers no-minimum order requirements, free same day shipping, with access to more than one million items and over 4,000 supplies.

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

1. Staff recommends securing a contract to purchase items with Fastenal through the NASPO contract. RECOMMENDED due to having the option to purchase items through a cooperative purchasing agreement gives County staff the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects that may arise.
2. Send items out to quote or bid. NOT RECOMMENDED due to the vast quantity of small value items that would need to be quoted or bid.

**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 budgeted for this contract by Public Works, Facilities Management and Division of Transportation.
Date: May 21, 2018
MinuteTraq (IQM2) ID #: 12768
Department Req #: 18213041
RFP, Bid or Quote #: 

Send Purchase Order To:
Vendor: Fastenal Company
Vendor #: 
Attn: Cody Comstock
Email: ccomstock@fastenal.com
Address: PO Box 1286
City: Winona
State: MN
Zip: 55987-1286
Phone: 309-241-8349
Fax: 309-494-3279

Send Invoices To:
Vendor #: 
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 #: 
Attn: 
Address: 
City: 
State: IL
Zip: 
Phone: 
Fax: 

Payment Terms:
F.O.B.:
PO 20 Delivery Date:
Requisitioner:

Send Payments To:
Vendor: Same
Vendor #: 
Attn: 
Address: 
City: 
State: IL
Zip: 
Phone: 
Fax: 

Shipment To:
Dept:
Division:
Requisition:

PO 20 Delivery Date:
Requisitioner:

Payment Terms:
F.O.B.:
PO 20 Delivery Date:
Requisitioner:

PO 20 Delivery Date:
Requisitioner:

Payment Terms:
F.O.B.:
PO 20 Delivery Date:
Requisitioner:

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):

<table>
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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
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<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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<td>Contract purchase order to furnish and deliver miscellaneous maintenance, repair &amp; operation parts and supplies as needed from 7/1/18 through 6/30/19 per the NASPO Agreement #8497</td>
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</table>

Requisition Total: $ 92,500

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER
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: 05/14/2018

Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: FASTENAL COMPANY</th>
<th>Company Contact: CODY COMSTOCK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 309-241-8349</td>
<td>Contact Email: <a href="mailto:ccomstoc@fastenal.com">ccomstoc@fastenal.com</a></td>
</tr>
</tbody>
</table>

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

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

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>
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</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>
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<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</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 for multi-year contracts. 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: TERRY OWEN

Title: EXECUTIVE VICE PRESIDENT

Date: 05/14/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-146
**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>
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<td>$20,000.00</td>
<td>June 1, 2018 Through May 31, 2020</td>
<td>Facilities Management</td>
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</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Laura Grobe: Completed 05/23/2018 2:20 PM
- Tim Harbaugh: Completed 05/23/2018 2:26 PM
- Nick Kottmeyer: Completed 05/23/2018 2:28 PM
- Kathy Ostrowski: Completed 05/24/2018 8:02 AM
- James McGuire: Completed 05/24/2018 10:40 AM
- Paul Rafac: Completed 05/25/2018 10:32 AM
- Kathy Ostrowski: Completed 05/29/2018 3:41 PM
- Public Works Committee: Pending 06/05/2018 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: Bell Fuels, Inc.</th>
<th>Vendor #: 28969</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Tim Harbaugh</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Assigned: Public Works Committee: 06/05/18</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Recommendation for the approval of a contract purchase order to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the campus emergency generators, as needed, for Facilities Management, for a total contract amount not to exceed $20,000.00, per low quote #18-114-JM.

**Reason for Procurement**

Diesel fuel is necessary for the operation of the campus emergency generators for scheduled testing and for continuity of operations in the event of a power outage.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1000-1100-52260, 2000-2555-52260
- Budget Transfer (Date) ___________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # Quote#18-114-JM (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
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ___________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ___________

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tbody>
<tr>
<td>___________</td>
<td>May 22, 2018</td>
<td>___________</td>
<td>5/25/2018</td>
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</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>5/24/18</td>
<td>___________</td>
<td>5/24/18</td>
</tr>
</tbody>
</table>

Chief Financial Officer

(Decision Memos Over $25,000)

<table>
<thead>
<tr>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>___________</td>
<td>___________</td>
</tr>
</tbody>
</table>
## THE COUNTY OF DuPAGE

# 18-114-JM  RED DYED DIESEL FUEL, ADDITIVES and MOTOR OIL

QUOTE TABULATION

QUOTE DUE DATE: 05/18/18

<table>
<thead>
<tr>
<th>Product Description</th>
<th>BELL FUELS, INC.</th>
<th>PETROCHOICE LLC</th>
<th>FEECE OIL CO.</th>
<th>BLACK DOG PETROLEUM LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Red Dyed Diesel Fuel</td>
<td>(+) $ 0.1695</td>
<td>(+) $ 0.2000</td>
<td>(+) $ 0.7500</td>
<td>(+) $ 2.0000</td>
</tr>
<tr>
<td>MARKUP (+) or DISCOUNT (-)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>to OPIS Chicago Rack Base Price List</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ultra-Low Sulfur, No. 1 &amp; No. 2 Non-Highway Use</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Service BroKleen (Diesel Additive)</td>
<td>No Quote</td>
<td>$ 16.81 ea</td>
<td>$ 22.13 ea</td>
<td>$ 25.00 ea</td>
</tr>
<tr>
<td>16oz. each price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Service Clear Diesel</td>
<td>No Quote</td>
<td>$ 30.83 ea</td>
<td>$ 30.58 ea</td>
<td>$ 47.00 ea</td>
</tr>
<tr>
<td>1 gallon each price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15W40 Oil (Oil Category 2.1)</td>
<td>No Quote</td>
<td>$ 394.35 ea</td>
<td>$ 453.75 ea</td>
<td>$ 510.00 ea</td>
</tr>
<tr>
<td>55 gallon drum each price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Invitations Sent: 26
Total Quotes Received: 4

Prepared By:
Joan McAvoy
DuPage County Buyer II
X6181

Attachment: Bell Fuels - Quote Tab (2018-146 : FM-Bell Fuels)
# Purchase Requisition

**Procurement Services Division**

**Vendor:** Bell Fuels, Inc.  
**Vendor #:** 28969  
**Attn:** Jeff Chrastka  
**Email:** jchrastra@bellfuels.com  
**Address:** 1515 Creek Drive  
**City:** Morris  
**State:** IL  
**Zip:** 60450  
**Phone:** 815-905-0600

**Send Purchase Order To:**  
**Dept:** Facilities Management

**Send Invoices To:**  
**Dept:** Facilities Management  
**Attn:** Tim Harbaugh  
**Email:**
**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-5700  
**Fax:** 630-407-5701

**Send Payments To:**  
**Dept:** Facilities Management  
**Attn:** Email:
**Address:**  
**City:** Morris  
**State:** IL  
**Zip:** 60450  
**Phone:**  
**Fax:**

**Ship To:**  
**Dept:** Facilities Management  
**Attn:** Mark Thomas  
**Email:** mark.thomas@dupageco.org  
**Address:** various locations  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:**  
**Fax:**

**Payment Terms**  
**F.O.B.**  
**PO 20 Delivery Date**  
**Requisitioner**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for PO25 only</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Mary Ventrella</td>
<td>Jun 1, 2018</td>
<td>May 31, 2020</td>
<td></td>
</tr>
</tbody>
</table>

## LN

<table>
<thead>
<tr>
<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>Facilities Management</td>
<td>1000</td>
<td>1100</td>
<td>52260</td>
<td>17,000.00</td>
<td>17,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>Public Works</td>
<td>2000</td>
<td>2555</td>
<td>52260</td>
<td>3,000.00</td>
<td>3,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total: $20,000.00**

## Header Comments

Furnish and deliver non highway use #1 and #2 red dyed diesel fuel for Facilities Management.

## Special Instructions/Comments to Buyer or Approver

These comments will NOT appear on the Purchase Order:

## User Department Internal Notes

These comments will NOT appear on the Purchase Order:

Public Works Committee: 06/05/18
Required Vendor Ethics Disclosure Statement

Date: 5-17-18

Bid/Contract/PO #: 18-114-FM

Company Name: BELL FUELS INC
Contact Phone: 815-905-0600
Company/Contact: GEORGE SWEENEY
Contact Email: GSWEENEY@BELLFUELS.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 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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Continuing disclosures are 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/CtyBoard/Policies/

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

Authorized Signature: [Signature]
Printed Name: GEORGE SWEENEY
Title: PRESIDENT
Date: 5/17/18

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

2018-147
PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 18, 2018</td>
<td>JUNE 5, 2018 THROUGH MAY 31, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$20,000.00</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- Angela Bendinelli: Completed 05/18/2018 12:04 PM
- Nick Kottmeyer: Completed 05/18/2018 3:12 PM
- Kathy Ostrowski: Completed 05/21/2018 3:42 PM
- James McGuire: Completed 05/22/2018 4:37 PM
- Paul Rafac: Completed 05/25/2018 10:36 AM
- Kathy Ostrowski: Completed 05/29/2018 3:55 PM
- Public Works Committee: Pending 06/05/2018 9:15 AM
**Purchase Requisition**

**Procurement Services Division**

**Date:** May 11, 2018

**MinuteTraq (IQM2) ID #:** 12697

**Department Req #:** 18213

**RFP, Bid or Quote #:** Q118-116GV

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Kieft Brothers, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #:</td>
<td>10362</td>
</tr>
</tbody>
</table>

**Attn:** Email:

**Address:** 837 S. Riverside Drive

**City:** Elmhurst  
**State:** IL  
**Zip:** 60126

**Phone:** 630-832-8090  
**Fax:** 630-834-5765

---

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>DuPage County Public Works</th>
</tr>
</thead>
</table>

**Division:** 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:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>SAME</th>
</tr>
</thead>
</table>

**Division:** Email:

**Address:** 7900 S. Route 53

**City:** Woodridge  
**State:** IL  
**Zip:** 60517

**Phone:** 630-985-7400  
**Fax:** 630-985-4802

---

### Send To:

<table>
<thead>
<tr>
<th>Dept:</th>
<th>SAME</th>
</tr>
</thead>
</table>

**Division:** Email:

**Address:** 7900 S. Route 53

**City:** Woodridge  
**State:** IL  
**Zip:** 60517

**Phone:** 630-985-7400  
**Fax:** 630-985-4802

---

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
</tr>
</thead>
</table>

**Destination:** Amy Arlowe

**Use for:** Contract Administrator  
**Contract Start Date:** Jun 5, 2018  
**Contract End Date:** May 31, 2019

---

### LN Qty UOM Item Detail (Product #) Description FY Dept # Acctg Unit Acct # Sub-Accts and/or Activity # Unit Price Extension

| 1 | 1 | EA | Concrete manholes and accessories for a 1-year period from 6/5/18 through 5/31/19 per E-Quote #Q18-116-GV | 2000 | 2555 | 52250 | 15,000.00 | 15,000 |

| 2 | 1 | EA | | 2000 | 2640 | 52250 | 5,000.00 | 5,000 |

---

**Requisition Total:** $20,000

---

**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):
Procurement Review Checklist

Procurement Services Division

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

Vendor: Kieft Brothers, Inc.
Vendor #: 10362

Contract: June 5, 2018 through May 31, 2019
Contract Total: $20,000.00

Dept: Public Works
Contact: Dwane Kozak
Phone: 630-985-7400
Assigned Committee: Public Works

Description of Procurement/Scope of Work/Background:
Purchase of concrete manholes, frames and miscellaneous accessories for a 1-year period from June 5, 2018 through May 31, 2019 per E-Quote #Q18-116-GV in the amount of $20,000.

Reason for Procurement:
Manholes are needed to replace existing concrete structures throughout the sanitary collection systems and the water distribution systems. DuPage County has six (6) water distribution systems and two (2) sanitary sewer collection systems that these manholes will be used for during repairs and replacements.

FUNDING SOURCE

☒ Procurement budgeted for (FY and budget code(s)): 2000-2555-52250 / 2000-2640-52250
☐ Budget Transfer (Date) ____________ Add 1 Information

DECISION MEMO NOT REQUIRED

☒ LOWEST RESPONSIBLE QUOTE # or BID # Q18-116-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☒ RENEWAL, Enter Bid # ____________ ☒ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

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

Prepared By ____________________ Date: 5/18/2018
Recommended for Approval ____________________ Date: 5/18/2018
IT Approval, if required ____________________ Date: 5/22/2018

REVIEWED BY (Initials Only)

Buyer ____________________ Date: 5/22/18
Procurement Officer ____________________ Date: 5/25/18
Chief Financial Officer (Decision Memos Over $25,000) ____________________ Date: 5/22/18
Chairman’s Office (Decision Memos Over $25,000) ____________________ Date: 5/25/18
**Required Vendor Ethics Disclosure Statement**

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

**Data:** 5/3/2013

<table>
<thead>
<tr>
<th>Company Name: Kieft Brothers, Inc.</th>
<th>Company Contact: <a href="mailto:Jw@kieftbrothers.com">Jw@kieftbrothers.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: (630) 522-0090</td>
<td>Contact Email: <a href="mailto:jw@kieftbrothers.com">jw@kieftbrothers.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, or more contracts, in an aggregate amount of more than $25,000, shall provide to Procurement Services Division written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

2. All contractors and vendors who have obtained, or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents, and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid.

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, 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
- 90 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.dupagecco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on file

Printed Name

Jw@kieftbrothers.com

Title

General Manager

Date

5/3/2013

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
QUOTE #Q18-116-GV
QUOTE OPENING DATE:  MAY 3, 2018
MANHOLE ACCESSORIES

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>KIEFT BROTHERS</td>
<td>SEE ATTACHED PRICE LIST</td>
</tr>
</tbody>
</table>

*DEPARTMENT TO BUY OFF ATTACHED PRICE LIST ON AN “AS NEEDED” BASIS

GV

NO QUOTE RESPONSES:

<table>
<thead>
<tr>
<th>INVITATIONS SENT</th>
<th>24</th>
<th>TOTAL DOCUMENTS REQUESTED</th>
<th>3</th>
<th>TOTAL RESPONSES RECEIVED</th>
<th>1</th>
</tr>
</thead>
</table>
## MANHOLE & ACCESSORIES

### PRICE LIST

#### Precast Concrete Manhole, Catch Basin and Inlet Structures

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>24&quot; Diameter x 24&quot; w/ bottom</td>
<td>1 v.f.</td>
<td>$115.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; Diameter x 30&quot; w/ bottom</td>
<td>1 v.f.</td>
<td>$120.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; Diameter x 36&quot; w/ bottom</td>
<td>1 v.f.</td>
<td>$167.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; Diameter x 48&quot; w/ bottom</td>
<td>1 v.f.</td>
<td>$185.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; Poured Inverts</td>
<td>1 ea.</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>36&quot; Diameter w/out steps</td>
<td>1 v.f.</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td>36&quot; Diameter with steps</td>
<td>1 v.f.</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td>36&quot; Cast in Bottom</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>36&quot; Poured Inverts</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>36&quot; Tongue &amp; Grove / Flattop</td>
<td>1 ea.</td>
<td>$75.00</td>
<td></td>
</tr>
<tr>
<td>36&quot; Split/Loose Bottom</td>
<td>1 ea.</td>
<td>$28.00</td>
<td></td>
</tr>
<tr>
<td>48&quot; Diameter w/out steps</td>
<td>1 v.f.</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td>48&quot; Diameter with steps</td>
<td>1 v.f.</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td>48&quot; Cast in Bottom</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>48&quot; Poured Inverts</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>48&quot; Tongue &amp; Grove / Flattop</td>
<td>1 ea.</td>
<td>$200.00</td>
<td></td>
</tr>
<tr>
<td>48&quot; Split/Loose Bottom</td>
<td>1 ea.</td>
<td>$135.00</td>
<td></td>
</tr>
<tr>
<td>60&quot; Diameter w/out steps</td>
<td>1 v.f.</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td>60&quot; Diameter with steps</td>
<td>1 v.f.</td>
<td>$95.00</td>
<td></td>
</tr>
<tr>
<td>60&quot; Cast in Bottom</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>60&quot; Poured Inverts</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>60&quot; Tongue &amp; Grove / Flattop</td>
<td>1 ea.</td>
<td>$406.00</td>
<td></td>
</tr>
<tr>
<td>60&quot; Split/Loose Bottom</td>
<td>1 ea.</td>
<td>$175.00</td>
<td></td>
</tr>
<tr>
<td>72&quot; Diameter w/out steps</td>
<td>1 v.f.</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>72&quot; Diameter with steps</td>
<td>1 v.f.</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>72&quot; Cast in Bottom</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>72&quot; Poured Inverts</td>
<td>1 ea.</td>
<td>$9.50</td>
<td></td>
</tr>
<tr>
<td>72&quot; Tongue &amp; Grove / Flattop</td>
<td>1 ea.</td>
<td>$395.00</td>
<td></td>
</tr>
<tr>
<td>72&quot; Split/Loose Bottom</td>
<td>1 ea.</td>
<td>$395.00</td>
<td></td>
</tr>
</tbody>
</table>

#### Round Adjusting Rings

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Thickness</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>24&quot; x 34&quot;</td>
<td>1&quot;</td>
<td>1 ea.</td>
<td>$13.91</td>
<td></td>
</tr>
<tr>
<td>24&quot; x 34&quot;</td>
<td>2&quot;</td>
<td>1 ea.</td>
<td>$18.91</td>
<td></td>
</tr>
<tr>
<td>24&quot; x 34&quot;</td>
<td>3&quot;</td>
<td>1 ea.</td>
<td>$28.00</td>
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</tr>
<tr>
<td>24&quot; x 34&quot;</td>
<td>4&quot;</td>
<td>1 ea.</td>
<td>$35.00</td>
<td></td>
</tr>
<tr>
<td>24&quot; x 34&quot;</td>
<td>6&quot;</td>
<td>1 ea.</td>
<td>$36.00</td>
<td></td>
</tr>
</tbody>
</table>
### Manhole Frames & Drop In Adjusting Rings

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Neenah Frame #R-1713</td>
<td>1 ea</td>
<td>$7,200.00</td>
</tr>
<tr>
<td></td>
<td>Neenah Frame #R-1772</td>
<td>1 ea</td>
<td>$1,785.00</td>
</tr>
<tr>
<td></td>
<td>Neenah Frame #R1646</td>
<td>1 ea</td>
<td>$1,165.00</td>
</tr>
<tr>
<td></td>
<td>Neenah Drop In Adjusting Rings</td>
<td>1 ea</td>
<td>$1,455.00</td>
</tr>
<tr>
<td></td>
<td>#1713-7101</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Neenah Drop In Adjusting Rings</td>
<td>1 ea</td>
<td>$1,680.00</td>
</tr>
<tr>
<td></td>
<td>#1713-7200</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Neenah Drop In Adjusting Rings</td>
<td>1 ea</td>
<td>$1,795.00</td>
</tr>
<tr>
<td></td>
<td>#1713-7300</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Solid Block

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5x8x16</td>
<td>(48)</td>
<td>1 skid</td>
<td>$2,376.00</td>
</tr>
<tr>
<td>2x2x6</td>
<td>(920)</td>
<td>1 skid</td>
<td>$4,033.20</td>
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</tbody>
</table>

### Corrugated Metal Pipe

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>10'</td>
<td>Corrugated Metal Pipe Per foot</td>
<td></td>
<td>$13.00/fr</td>
</tr>
<tr>
<td>12'</td>
<td>Corrugated Metal Pipe Per foot</td>
<td></td>
<td>$14.50/fr</td>
</tr>
<tr>
<td>15'</td>
<td>Corrugated Metal Pipe Per foot</td>
<td></td>
<td>$16.50/fr</td>
</tr>
<tr>
<td>30'</td>
<td>Corrugated Metal Pipe Per foot</td>
<td></td>
<td>$40.00/fr</td>
</tr>
<tr>
<td>10'</td>
<td>Couplings</td>
<td>1 ea</td>
<td>$25.00/ea</td>
</tr>
<tr>
<td>12'</td>
<td>Couplings</td>
<td>1 ea</td>
<td>$85.00/ea</td>
</tr>
<tr>
<td>15'</td>
<td>Couplings</td>
<td>1 ea</td>
<td>$85.00/ea</td>
</tr>
<tr>
<td>30'</td>
<td>Couplings</td>
<td>1 ea</td>
<td>$45.00/ea</td>
</tr>
</tbody>
</table>

Delivery Charge If Applicable $
### Gaskets

<table>
<thead>
<tr>
<th>Item #</th>
<th>Boot/Size</th>
<th>Pipe/Size</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot;</td>
<td>3&quot; PVC, 4&quot; PVC,</td>
<td>1 ea</td>
<td>$17.50</td>
<td></td>
</tr>
<tr>
<td>12&quot;</td>
<td>6&quot; PVC, 6&quot; DIP</td>
<td>1 ea</td>
<td>$26.25</td>
<td></td>
</tr>
<tr>
<td>14&quot;</td>
<td>8&quot; PVC, 8&quot; DIP</td>
<td>1 ea</td>
<td>$31.75</td>
<td></td>
</tr>
<tr>
<td>16&quot;</td>
<td>10&quot; PVC, 10&quot; DIP</td>
<td>1 ea</td>
<td>$57.75</td>
<td></td>
</tr>
<tr>
<td>18&quot;</td>
<td>12&quot; PVC, 12&quot; DIP, 10&quot; RCP (B Wall)</td>
<td>1 ea</td>
<td>$175.00</td>
<td></td>
</tr>
<tr>
<td>20&quot;</td>
<td>15&quot; PVC, 14&quot; DIP, 12&quot; RCP (B Wall)</td>
<td>1 ea</td>
<td>$135.00</td>
<td></td>
</tr>
<tr>
<td>22&quot;</td>
<td>16&quot; DIP</td>
<td>1 ea</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>24&quot;</td>
<td>18&quot; PVC, 18&quot; DIP, 15&quot; RCP</td>
<td>1 ea</td>
<td>$165.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>21&quot; PVC, 20&quot; DIP</td>
<td>1 ea</td>
<td>$225.00</td>
<td></td>
</tr>
</tbody>
</table>

### Butyl Joint Rope (Mastic)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>EZ Silk 2&quot;</td>
<td>1 bx</td>
<td>$77.90</td>
<td></td>
</tr>
</tbody>
</table>

### Coatings-Interior & Exterior

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Asphalt Emulsion</td>
<td>1 v.f.</td>
<td>$105.00</td>
</tr>
<tr>
<td></td>
<td>24&quot; diameter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asphalt Emulsion</td>
<td>1 v.f.</td>
<td>$125.00</td>
</tr>
<tr>
<td></td>
<td>36&quot; diameter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Asphalt Emulsion</td>
<td>1 v.f.</td>
<td>$130.00</td>
</tr>
<tr>
<td></td>
<td>48&quot; diameter</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Asphalt Emulsion</td>
<td>1 v.f.</td>
<td>$140.00</td>
</tr>
<tr>
<td></td>
<td>60&quot; diameter</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Asphalt Emulsion</td>
<td>1 v.f.</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>72&quot; diameter</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Requisition under 25k dollars

2018-148
## PROCUREMENT REVIEW CHECKLIST
### REQUISITION

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 17, 2018</td>
<td>$20,400.00</td>
<td>JUNE 5, 2018 THROUGH MAY 31, 2019</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angela Bendinelli</td>
<td>Completed</td>
<td>05/17/2018 8:33 AM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>05/18/2018 10:11 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/22/2018 10:20 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>05/22/2018 3:39 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>05/25/2018 10:35 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>05/29/2018 3:49 PM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Pending</td>
<td>06/05/2018 9:15 AM</td>
</tr>
</tbody>
</table>

Requisition under 25k dollars

2018-148
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

| Vendor: | Hanes Geo Companies |
| Vendor #: | 20422 |
| Dept: | Public Works |
| Contact: | Jim Throw |
| Phone: | 630-985-7400 |
| Contract #: | 
| Contract Term: | June 5, 2018 through May 31, 2019 |
| Contract Total: | $20,400.00 |
| Assigned Committee: | Public Works |

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

Purchase of 20 rolls of WEY-TEX 403 woven monofilament polypropylene fabric for a 1-year period from June 5, 2018 through May 31, 2019 to be used in the Vacuum Waste Station at the Woodridge Greene Valley Wastewater Treatment Facility per E-Quote #Q18-117-GV in the amount of $20,400.

### Reason for Procurement

This filter fabric is used as liners to filter out silt during the de-watering process in the vacuum waste dump station. This station is used by Public Works as well as other local municipalities and processes debris collected by Public Works and transportation vacuum tanker trucks. The waste is then separated into liquids and solids. The liquids are treated through the County’s wastewater treatment facility, while the solids are dried and eventually transferred to a garbage facility.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 2000-2555-52250

### DECISION MEMO NOT REQUIRED

- [x] LOWEST RESPONSIBLE QUOTE # or Bid # Q18-117-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)

| [x] MML | 5-17-18 | [x] MML | 5-17-18 |
| Prepared By | Date | Recommended for Approval | Date |

### REVIEWED BY (Initials Only)

| [x] S | 5/21/18 | [x] M | 5-23-18 |
| Buyer | Date | Procurement Officer | Date |
| Chief Financial Officer | Date | Chairman’s Office | Date |

| [x] S | 5-23-18 |
| Chief Financial Officer (Decision Memos Over $25,000) | Date |

**Packet Pg. 102**
THE COUNTY OF DuPAGE  
#Q18-117-GV  FABRIC ROLLS  
QUOTE TABULATION  
QUOTE OPENING DATE: 05/03/18 - 10:00 A.M.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>EXT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEV-TEX 403 WOVEN MONOFILAMENT POLYPROPYLENE FABRIC, ROLL SIZE 12' X 300'</td>
<td>20</td>
<td>$940.00</td>
<td>$18,800.00</td>
</tr>
<tr>
<td>TRIP CHARGE</td>
<td>20</td>
<td>$80.00</td>
<td>$1,600.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$20,400.00</strong></td>
</tr>
</tbody>
</table>

INVITATIONS SENT: 8

POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 3

TOTAL BID RESPONSES RECEIVED: 1

BID OPENING ATTENDED BY: GV
**Purchase Requisition**

**Procurement Services Division**

**Date:** May 11, 2018

**MinuteTraq (IQM2) ID #:** 12694

**Department Req #:** 18213

**RFP, Bid or Quote #:** 12694

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Hanes Geo Companies</th>
<th>Vendor #:</th>
<th>22422</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Dan Salsinger</td>
<td>Email:</td>
<td><a href="mailto:salsinger@hanescompanies.com">salsinger@hanescompanies.com</a></td>
</tr>
<tr>
<td>Address: 925 North Oaklawn Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Elmhurst</td>
<td>State: IL</td>
<td>Zip: 60126</td>
</tr>
<tr>
<td>Phone: 630-279-0915</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Accounts Payable</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 7900 S. Route 53</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Woodridge</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60517</td>
<td>Zip:</td>
</tr>
<tr>
<td>Phone: 630-985-7400</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Hanes Geo Components</th>
<th>Vendor #:</th>
<th>22422</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td>Address: P.O. Box 60984</td>
<td>Room:</td>
<td></td>
</tr>
<tr>
<td>City: Charlotte</td>
<td>State: NC</td>
<td></td>
</tr>
<tr>
<td>Zip: 28260</td>
<td>Zip:</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: SAME</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

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### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Destination</td>
<td>Requisitioner</td>
</tr>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Amy Arlowe</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>Amy Arlowe</td>
<td>Jun 5, 2018</td>
<td>May 31, 2019</td>
</tr>
</tbody>
</table>

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### LN Qty UOM Item Detail (Product #)

<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>Acct 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>WEV-TEX 403 woven monofilament polypropylene fabric for a 1 year period from 6/5/18 through 5/31/19 on an as needed basis</td>
<td>WEV-TEX 403 woven monofilament polypropylene fabric for a 1 year period from 6/5/18 through 5/31/19 on an as needed basis</td>
<td>2000</td>
<td>2555</td>
<td>52250</td>
<td></td>
<td></td>
<td>20,400.00</td>
<td>20,400</td>
</tr>
</tbody>
</table>

**Requisition Total** $20,400.00

---

**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):

---

**Packet Pg. 104**
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: MAY 2018

Bid/Contract/PO #: [Blank]

Mail: [Blank]

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

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

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

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

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

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at:

http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: [Redacted]

Printed Name: Davi Salsinger

Title: Rep

Date: MAY 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 CHICAGO METRO CONSTRUCTION
D/B/A/ ARLINGTON GLASS & MIRROR CO.,
FOR ON-CALL WINDOW GLAZING, REPAIR, REPLACEMENT,
WINDOW ADJUSTMENT, AND BOARD UP SERVICES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $35,000.00)

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 Chicago Metro Construction d/b/a/ Arlington Glass & Mirror Co., for on-call window glazing, repair, replacement, window adjustment, and board up services, for the period July 23, 2018 through July 22, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for on-call window glazing, repair, replacement, window adjustment, and board up services, for the period July 23, 2018 through July 22, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Chicago Metro Construction d/b/a/ Arlington Glass & Mirror Co., 4547 N. Milwaukee Avenue, Chicago, IL 60603, for a total contract amount not to exceed $35,000.00, per renewal option under bid award #15-109, final option to renew.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 17, 2018</td>
<td>$35,000.00</td>
<td>JULY 23, 2018 THROUGH JULY 12, 2019</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 05/17/2018 4:36 PM
- Tim Harbaugh: Completed 05/17/2018 4:36 PM
- Nick Kottmeyer: Completed 05/18/2018 10:08 AM
- Kathy Ostrowski: Completed 05/22/2018 2:21 PM
- James McGuire: Completed 05/22/2018 2:56 PM
- Paul Rafac: Completed 05/25/2018 10:41 AM
- Kathy Ostrowski: Completed 05/30/2018 8:39 AM
- Public Works Committee: Pending 06/05/2018 9:15 AM
- Finance Committee: Pending 06/12/2018 8:00 AM
- County Board: Pending 06/12/2018 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: Arlington Glass &amp; Mirror Co.</th>
<th>Vendor #: 19952</th>
<th>Contract 07/23/18 through Term: 07/22/19</th>
<th>Contract Total: $35,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Tim Harbaugh</td>
<td>Phone: 630-407-5700</td>
<td>Public Works: 06/05/18 Assigned Committee: County board: 06/12/18</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

Recommendation for the approval of a contract purchase order for on-call window glazing, repair, replacement, window adjustment, and board up services, as needed for County facilities, for Facilities Management, for a total contract amount of $35,000.00, per renewal option under bid award bid #15-109, final option to renew.

**Reason for Procurement**

County facilities' windows, frames and doors routinely require glazing, repairs and adjustments and replacement due to breakage, settlement and window age to maintain a tight fit and prevent leakage. Board up services are also necessary in the event of door or window breakage to secure facilities.

### Funding Source

- [ ] Procurement budgeted for (FY and budget code(s)): 1000-1100-52270, 1000-1100-53300
- [ ] 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 # 15-109-GV
- [ ] 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
- [ ] 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>May 17, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
<td>[Signature]</td>
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</tr>
</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Reviewed By</th>
<th>Date</th>
<th>Approving Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>5/21/18</td>
<td>[Office]</td>
</tr>
<tr>
<td>[Signature]</td>
<td>5/25/18</td>
<td>[Office]</td>
</tr>
</tbody>
</table>

### Chief Financial Officer

(Decision Memos Over $25,000)

Date: 5-16-18

Date: 5-22-18

**Packet Pg. 108**

**Rev 1.8**

Attachment: Arlington Glass - Checklist (FM-P-0180-18 : FM-Arlington Glass & Mirror)
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the "County" and Chicago Metro Construction, D/B/A Arlington Glass & Mirror, of 4547 N Milwaukee Ave, Chicago, IL 60630, hereinafter called the "Contractor", witnesses;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 15-109 which became effective July 23, 2017, and which will expire July 22, 2018. The contract is subject to an option to renew for a twelve (12) month period.

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

The contract renewal becomes effective July 23, 2018 and expires July 22, 2019 contingent upon any applicable Parent Committee and County Board approval.

Chicago Metro Construction
D/B/A Arlington Glass & Mirror

SIGNATURE: ________________________ DATE: 05/17/18

Printed Name: Karl Gelasamo
Vice President
Printed Title:

COUNTY OF DU PAGE, ILLINOIS

SIGNATURE: ________________________ DATE: 07/17/18

Printed Name: Glenda Vasak
Buyer II
Printed Title:
**Purchase Requisition**

**Procurement Services Division**

**Date:**
May 17, 2018

**MinuteTraq (IQM2) ID #:**
12728

**Department Req #:**

**RFP, Bid or Quote #:**
Bid#15-109

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Arlington Glass &amp; Mirror Co.</th>
<th>Vendor #: 19952</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Monika Slupek</td>
<td>Email: <a href="mailto:monica@arlingtonglass.com">monica@arlingtonglass.com</a></td>
</tr>
<tr>
<td>Address: 4547 North Milwaukee Avenue</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 773-283-0737</td>
<td>Fax: 773-283-0755</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:mary.ventrella@dupageco.org">mary.ventrella@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>Phone: 630-407-5700</td>
<td>Fax: 630-407-5701</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Arlington Glass &amp; Mirror Co.</th>
<th>Vendor #: 19952</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address: 4547 North Milwaukee Avenue</td>
<td></td>
</tr>
<tr>
<td>City: Chicago</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</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>Mary Ventrella</td>
</tr>
</tbody>
</table>

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

Provide on-call window glazing, repair, replacement, window adjustment and board up services, as needed for County facilities.

### 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):

Final option to renew. Public Works Committee: 06/05/18 County Board: 06/12/18

---

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<tbody>
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<td>LO</td>
<td>Labor and Material</td>
<td>1000 1100</td>
<td>53300</td>
<td>30,000.00</td>
<td>30,000 C</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>Building Maintenance Supplies</td>
<td>1000 1100</td>
<td>52270</td>
<td>5,000.00</td>
<td>5,000 C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $35,000

---

**Packet Pg. 110**
**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Chicago Metro Construction DBA Arlington Glass &amp; Mirror Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Monika Slipak</td>
</tr>
<tr>
<td>Contact Phone</td>
<td>773-283-0737</td>
</tr>
</tbody>
</table>

**Date:** 06/17/18

**Bid/Contract/PO:** 2834-0001 SERV

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 at or in excess of $5,000, 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 is awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>X NONE (check here) - If no contributions have been made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recipient</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>X NONE (check here) - If no contacts have been made</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
</tr>
</tbody>
</table>

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

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

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

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

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

**Authorized Signature**

**Printed Name** Karl Celeosomo

**Title** Vice President

**Date** 06/17/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page ____ of _____. (Total number of pages)
AWARDING RESOLUTION
ISSUED TO CHARLES EQUIPMENT ENERGY SYSTEMS LLC
FOR SEMI-ANNUAL INSPECTION, PREVENTIVE MAINTENANCE,
AND EMERGENCY CALL-OUT SERVICES FOR CAMPUS
BACKUP EMERGENCY GENERATORS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $76,800.00)

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 Charles Equipment Energy Systems LLC., for semi-annual inspection, preventive maintenance, and emergency call-out services for campus emergency generators, for the period July 15, 2018 through July 14, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for semi-annual inspection, preventive maintenance, and emergency call-out services for campus emergency generators, for the period July 15, 2018 through July 14, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Charles Equipment Energy Systems LLC., 530 Santa Rosa Drive, Des Plaines, IL 60018, $67,050.00 for Facilities Management, $5,285.00 for Animal Services, and $4,465.00 for Division of Transportation, for a total contract amount not to exceed $76,800.00, per renewal option under bid award #15-118, final option to renew.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 17, 2018</td>
<td>$76,800.00</td>
<td>JULY 15, 2018 THROUGH JULY 14, 2019</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 05/17/2018 3:58 PM
Tim Harbaugh             Completed 05/17/2018 4:37 PM
Nick Kottmeyer           Completed 05/18/2018 10:07 AM
Kathy Ostrowski          Completed 05/18/2018 3:30 PM
James McGuire            Completed 05/22/2018 9:45 AM
Paul Rafac               Completed 05/25/2018 10:40 AM
Kathy Ostrowski          Completed 05/30/2018 8:43 AM
Public Works Committee   Pending 06/05/2018 9:15 AM
Finance Committee        Pending 06/12/2018 8:00 AM
County Board             Pending 06/12/2018 10:00 AM
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions.

**Vendor:** Charles Equipment Energy Systems, LLC  
**Vendor #:** 11366  
**Contract:** 07/15/18 through 07/14/19  
**Contract Total:** $76,800.00

**Dept.:** Facilities Management  
**Contact:** Tim Harbaugh  
**Phone:** 630-407-5700  
**Assigned:** Public Works  
**Committee:** County Board: 06/12/18

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

Recommendation for the approval of a contract purchase order for semi-annual inspection, preventive maintenance, and emergency call out service for campus backup emergency generators, $67,050.00 for Facilities Management, $5,285.00 for Animal Control and $4,465.00 for the Division of Transportation, for a contract total amount not to exceed $76,800.00, per renewal option under bid award #15-118, final option to renew.

**Reason for Procurement**

Annual contract to provide semi-annual inspections, routine preventive maintenance, and emergency call-pit services is necessary to keep the campus fourteen (14) and the Sheriff's one (1) backup emergency generators in reliable working condition in the event of a power outage.

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)):
  - 1000-1100-53300, 1100-1300-53300, 1500-3510-53300

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter: Bid # ___________ Bid#15-118
- 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
- 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:** [Signature]  
  **Date:** May 16, 2018  
  **Recommended for Approval:**  
  **Date:** May 16, 2018  
  **If Approval, if required**  
  **Date:**

### REVIEWED BY (Initials Only)

- **Buyer:** [Signature]  
  **Date:** 5/18/18  
  **Procurement Officer:**  
  **Date:** 5-22-18

- **Chief Financial Officer**  
  **Date:** 5-25-18  
  **Chairman's Office**  
  **Date:**

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER  
Packet Pg. 114
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "County" and Charles Equipment Energy Systems LLC, hereinafter called the "Contractor", witnesses;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #15-118, assigned PO 2614-001-SERV which became effective July 15, 2017 and which expires July 14, 2018. The contract is subject to a THIRD and final option to renew for a twelve (12) month period.

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

The contract renewal (new PO number to be assigned) becomes effective July 15, 2018 and expires July 14, 2019, contingent upon Parent Committee and County Board approval.

Charles Equipment Energy Systems LLC

SIGNATURE  
DATE  
2018.05.15

Dale R. Tenney
PRINTED NAME

Service Manager
PRINTED TITLE

COUNTY OF DU PAGE, ILLINOIS

SIGNATURE  
DATE  
5/16/18

Glonda Vasak
DuPage County Buyer
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Charles Equipment Energy Systems LLC.</th>
<th>Vendor #: 11366</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Dale Tenney</td>
<td>Email: <a href="mailto:dale.tenney@charlesequipment.com">dale.tenney@charlesequipment.com</a></td>
</tr>
<tr>
<td>Address: 530 Santa Rosa Drive</td>
<td></td>
</tr>
<tr>
<td>City: Des Plaines</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-834-6000</td>
<td>Zip: 60018</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:mary.ventrella@dupageco.org">mary.ventrella@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Zip: 60187</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Bill Bower/Mark Thomas</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 530 Santa Rosa Drive</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Des Plaines</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Payment Terms** (F.O.B.)

**PO 20 Delivery Date**

**Requisitioner**

**Ship To:**

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

**Use for**

- Contract Administrator: Mary Ventrella
- PO25 only: Jul 15, 2018
- PO25 only: Jul 14, 2019

---

**LN** | **Qty** | **UOM** | **Item Detail** (Product #) | **Description** | **FY** | **Dept #** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
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<tbody>
<tr>
<td>1</td>
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<td>LO</td>
<td>Facilities Management</td>
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<td>67,050.00</td>
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<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
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<td>1100</td>
<td>1300</td>
<td>53300</td>
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<tr>
<td>3</td>
<td>1</td>
<td>LO</td>
<td>Division of Transportation</td>
<td>1500</td>
<td>3510</td>
<td>53300</td>
<td></td>
<td></td>
<td>4,465.00</td>
<td>4,465</td>
</tr>
</tbody>
</table>

**Requisition Total**: $76,800

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

Semi-annual inspection, preventive maintenance, and emergency call out services for backup emergency generators.

**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):

Third and final option to renew. Public Works Committee: 06/05/18  County Board: 06/12/18
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: 2018.05.15
Bid/Contract/PO #: 15-118-GV

Company Name: Charles Equipment Energy Systems, LLC  Company Contact: Dale R. Tenney
Contact Phone: O: 630.834.6000 x118/C: 847.340.7156  Contact Email: dale.tenney@charlesequipment.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>
</tr>
</thead>
<tbody>
<tr>
<td>Description (e.g. cash, type of item, kind services, etc.)</td>
<td>Amount/Value</td>
</tr>
</tbody>
</table>

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of
their lobbyists, agents and representatives and all individuals who are or will be having contact with county officials 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

| Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officials or employees in relation to the contract or bid |
| Telephone | Email |

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 [Redacted]
Printed Name Dale R. Tenney
Title Service Manager
Date 2018.05.15

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition under 25k dollars

2018-149
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>Date Submitted</th>
<th>Contract Term</th>
<th>Contract Total Amount</th>
<th>Requesting Dept.</th>
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<tbody>
<tr>
<td>May 10, 2018</td>
<td>July 1, 2018 through June 30, 2019</td>
<td>$21,420.00</td>
<td>Facilities Management</td>
</tr>
</tbody>
</table>

**Solicitation Method for Source Selection**

- Laura Grobe: Completed 05/10/2018 3:46 PM
- Tim Harbaugh: Completed 05/10/2018 3:54 PM
- Nick Kottmeyer: Completed 05/10/2018 4:28 PM
- Kathy Ostrowski: Completed 05/11/2018 9:42 AM
- James McGuire: Completed 05/16/2018 1:31 PM
- Paul Rafac: Completed 05/25/2018 9:17 AM
- Kathy Ostrowski: Completed 05/25/2018 11:30 AM
- Public Works Committee: Pending 06/05/2018 9:15 AM
Packet Pg. 120

Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: City of Wheaton
Vendor #: 10074

Dept: Facilities Management
Contact: Tim Harbaugh

Contract: 07/01/18 through 06/30/19
Phone: 630-407-5700

Contract Total: $21,420.00
Assigned: Public Works
Committee: 06/05/18

Description of Procurement/Scope of Work/Background
Recommendation for the approval of a contract purchase order provide fire alarm monitoring services for the County campus, for Facilities Management, for a total contract amount not to exceed $21,420.00; per 55 ILCS 5/5-1022 (c) (Not suitable for competitive bids – public utility)

Reason for Procurement
City of Wheaton and Village of Winfield are members of Du-COMM, the 9-1-1 emergency dispatch center. Du-COMM requires that the fire alarm system connections are monitored. Chicago Metropolitan Fire Protection will continue to monitor the alarms; effective July 1, 2017, the quarterly billing will come directly from the City of Wheaton.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1000-1100-53300, 1100-1300-53370, 1200-2000-53255, 1500-3510-53300
☐ 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:
   Public Utility

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
Date
Recommended for Approval
Date
IT Approval, if required
Date

Reviewed By
Date
Buyer
Date
Procurement Officer
Date
Chief Financial Officer
Date
Chairman’s Office
Date

Prepared and Approved(s) (Initials Only)

MAY 8, 2018

REVIEWS BY (Initials Only)

Packet Pg. 120

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
April 27, 2018

DuPage County
Facilities Management
421 N County Farm Rd
Wheaton, IL 60187

Dear Fire Alarm Monitoring Customer:

The City handles the quarterly billing and collection for all your wireless fire alarms. The monthly fee to monitor a single alarm is $85 and is billed $255 quarterly; January, April, July and October. In July of 2017, the City renewed a three-year agreement with Chicago Metropolitan Fire Protection (CMFP) to continue to manage, maintain and service the City’s existing Keltron Wireless Radio Alarm Network. For radio maintenance or repair concerns, continue to contact Chicago Metropolitan Fire Protection (CMFP) at 630-833-1110. For billing questions, continue to contact the City of Wheaton Finance Department at 630-260-2000.

City of Wheaton

[Signature on file]

Mary Grantz
Finance Analyst
mgrantz@wheaton.il.us.
## Purchase Requisition

**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** City of Wheaton  
  **Vendor #:** 10074  
  **Dept:** Facilities Management  
  **Division:**  
- **Attn:** Mary Grantz  
  **Email:** mgrantz@wheaton.il.us.

### Send Invoices To:
- **Vendor:** City of Wheaton  
  **Vendor #:** 10074  
  **Dept:** Facilities Management  
  **Division:**  
- **Attn:** Tim Harbaugh  
  **Email:** mary.ventrella@dupgeco.org

### Send Payments To:
- **Vendor:** City of Wheaton  
  **Vendor #:** 10074  
  **Dept:** Facilities Management  
  **Division:**  
- **Attn:**  
  **Email:**  
  **Address:** 303 W. Wesley Street  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187-0727

### Send Invoices To:
- **Vendor:** City of Wheaton  
  **Vendor #:** 10074  
  **Dept:** Facilities Management  
  **Division:**  
  **Attn:** Tim Harbaugh  
  **Email:** mary.ventrella@dupgeco.org

### Ship To:
- **Dept:** Facilities Management  
  **Division:**  
- **Attn:** Tim Harbaugh  
  **Email:** mary.ventrella@dupgeco.org

### Payment Terms
- **F.O.B.**  
  **PO 20 Delivery Date:**  
  **Requisitioner:** Mary Ventrella

### Use for
- **Contract Administrator:** PO25 only  
  **Contract Start Date:** Jul 1, 2018  
  **Contract End Date:** Jun 30, 2019

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct | Sub-Accts and/or Activity # | Unit Price | Extenson
<table>
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<td>53250</td>
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<td>1100</td>
<td>1300</td>
<td>53370</td>
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<td>LO</td>
<td>Division of Transportation</td>
<td></td>
<td>1500</td>
<td>3510</td>
<td>53300</td>
<td></td>
<td></td>
<td>3,060.00</td>
<td>3,060.00</td>
</tr>
</tbody>
</table>

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
- Provide fire alarm monitoring services for the County campus.

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

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
- Public Works Committee: 06/05/18

---

**Requisition Total:** $21,420
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND FAMILY SHELTER SERVICE, INC.
FOR LEASE OF SPACE AT DU PAGE COUNTY
HENRY J. HYDE JUDICIAL OFFICE FACILITY

WHEREAS, the County of DuPage ("County") operates and maintains a facility at the County’s seat of government in accord with the authority granted by the Illinois General Assembly at 55 ILCS 5/5-1001, et. seq., which facility is commonly known as the DuPage County Henry J. Hyde Judicial Office Facility; and

WHEREAS, Family Shelter Service, Inc. operates a not-for-profit corporation utilizing staff to assist all those seeking an order of protection in the courtroom; and

WHEREAS, The County has office space available at the DuPage County Henry J. Hyde Judicial Office Facility for use by non-profit agencies that support the Judicial process; and

WHEREAS, Family Shelter Service, Inc. desires to operate and maintain an office in the DuPage County Henry J. Hyde Judicial Office Facility, Wheaton, Illinois; and

WHEREAS, it is in the interest of the County of DuPage, its residents and the Judicial process, to enter into a lease agreement with Family Shelter Service, Inc. to allow its operation of an office at the DuPage County Henry J. Hyde Judicial Office Facility, subject to terms and conditions of the attached lease; and

WHEREAS, the County Board has established an annual rate of One Dollar ($1.00), and other good and valuable consideration, including but not limited to the societal services and benefits to the public described above, for Family Shelter Service, Inc. lease of approximately Two Thousand Three Hundred Ninety-Nine (2,399) square feet of office space at the DuPage County Henry J. Hyde Judicial Office Facility; and

WHEREAS, the lease term shall be in effect commencing, approximately, December 1, 2018 and expiring November 30, 2020; and
NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chairman and the County Clerk are hereby authorized and directed to execute on behalf of the County of DuPage the attached lease of office space for use by Family Shelter Service, Inc.;

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the lease, be transmitted by the County Clerk to Family Shelter Service, Inc., Attention: Judie Caribeaux, Executive Director, 605 E. Roosevelt Road, Wheaton, Illinois, 60187; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND FAMILY SHELTER SERVICE, INC.
FOR LEASE OF SPACE AT DU PAGE COUNTY
HENRY J. HYDE JUDICIAL OFFICE FACILITY

THIS INDENTURE WITNESSETH: That the County of DuPage, Lessor, does hereby demise and lease unto Family Shelter Service, Inc. the following described premises:

The room, or rooms, commonly known and described as third floor Suite C, consisting of, approximately, Two Thousand Three Hundred Ninety-Nine (2,399) square feet of office space in the building known as DuPage County Judicial Office Facility, 505 North County Farm Road, in the City of Wheaton, State of Illinois, as designated in Exhibit A attached, and hereafter the “Premises.”

To have and to hold said premises for the term of two years beginning on the first day of December, 2018, and ending on the thirtieth date of November, 2020, unless the term shall be sooner terminated, as hereinafter provided. The parties agree and understand that the above described space allocation for the Premises is subject to change and, or, relocation, pending implementation of building occupancy long-range space planning by the Lessor. In all cases, however, the area of the office shall be approximately the same size as the above-described space, and located within the DuPage County Government Complex, Wheaton, Illinois.

A. In consideration of the covenants of the Lessor, the Lessee covenants and agrees:

1. To pay the Lessor as rent for said premises the sum of One Dollar and No Cents ($1.00) per year, for the full lease term. Payments shall be made payable to the County of DuPage c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, the first payment being due on the first day of the lease. As further consideration for this lease, Family Shelter Service, Inc. will provide services to assist all those seeking an order of protection in the courtroom.
2. a. The Lessee shall use and occupy said Premises for its own use and no other purpose. Lessee will replace, at its own expense, any furnishings, fixtures or other equipment damaged or broken, normal wear and tear excepted, by Lessee, its agents and employees. Lessee shall be further responsible for damaged or broken furnishings, fixtures or other equipment damaged by third persons in which the damage is due to Lessee’s failure to exercise due care in the operation of the office, including failure to supervise its wards, charges, clients, guests and invitees. Lessee shall provide Lessor with proof of insurance prior to commencing its use and occupancy of the Premises.

b. Lessee shall indemnify and hold harmless Lessor from and against claims for loss, including attorney’s fees and court costs, arising from Lessee’s negligent and willful misconduct on the Lessor’s property and involving its use of Premises. Nothing contained herein shall be construed as prohibiting the Lessor, its officials, directors, officers, agents, and employees from defending any claims, suits, demands, proceedings, and actions brought against them through the selection and use of their own agents, attorneys, and experts. Pursuant to Illinois law, the attorney representing the Lessor under this paragraph must be the State’s Attorney of DuPage County. The Lessor’s participation in its defense shall not remove Lessee’s duty to indemnify, defend, and hold the Lessor harmless as set forth above.

c. Any indemnity as provided in this Lease shall not be limited by reason of the enumeration of any insurance coverage herein provided. Lessee’s indemnification of Lessor shall survive the termination or expiration of this Lease.

d. Lessee shall maintain a commercial (comprehensive) general liability insurance policy with a limit of not less than Two Million Dollars ($2,000,000) per occurrence, and Lessee shall have the duty to provide Lessor with copies of certificates of insurance and endorsements reasonably required by Lessor prior to the commencement of the Term, as well as renewal certificates of insurance within fifteen (15) days prior to the expiration of any insurance policy required.

e. The Lessee’s General Liability insurance policy required above shall name the Lessor, its officers, and
employees as additional insureds. The Certificate of Insurance and Additional Insured Endorsement 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.”

f. The Lessee’s general liability insurance policy required by this Lease shall contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the Lessor as an additional insured and Lessee as a named insured at least thirty (30) days prior to said cancellation, material change, or refusal to renew the insurance policy.

g. The insurance required to be purchased and maintained by the Lessee shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to Lessor. Lessee shall provide Lessor with proof of appropriate insurance coverage prior to commencing its use and occupancy of the Premises.

3. The Lessee shall not make any alterations or additions to said Premises without first obtaining the Lessor’s written consent.

4. The Lessee shall not sublet the Premises, in whole or in part, nor assign this Lease, or any part thereof, without first obtaining the written consent of the Lessor. At the expiration, or termination, of said lease, Lessee shall surrender the Premises to the Lessor in as good a condition as at the premise was in on the date of the Lessee’s taking possession thereof, normal wear and tear excepted.

B. In consideration of the covenants of the Lessee, the Lessor covenants and agrees:

1. If said Premises are not, at the date of this lease or at any time during said lease, in good, tenantable condition, the Lessor shall place said Premises in such condition within a reasonable time after notice of any untenable condition, in writing, from the Lessee. Lessee shall maintain the Premises in good tenantable condition during the term of this lease, breakage or damage caused, or permitted, by the failure to observe due care on the
part of the Lessee, its agents, or employees excepted. Lessor agrees to abatement of rent for any period the Premises is not habitable.

2. Lessor shall provide and pay for: i) All electricity used on the Premises, as may be reasonably required for the Lessee’s authorized uses thereof; ii) All heat and air conditioning for said Premises, during normal business hours when outdoor weather and temperature require; iii) All fixtures and equipment necessary for electricity, heat and air-conditioning; iv) all necessary maintenance and repairs to all fixtures and equipment; excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the Lessee, its agents or employees to exercise due care. v)

C. The Lessor and Lessee jointly covenant and agree that:

1. Rider “A” attached hereto entitled, “Rules and regulations” is hereby incorporated into and made a part of this lease. Lessee, and its employees and agents shall obey said “Rules and regulations,” and shall exercise care and supervision over its wards, charges, clients, guests and invitees to ensure that they also obey said “Rules and regulations.”

2. The Lessee or Lessor may terminate this lease by giving the other party one hundred and twenty (120) days’ notice, in writing, of its intention to terminate the lease.

3. Lessor shall only look to Family Shelter Service, Inc. for payment of rent, or other charges, except that the Lessor may also be entitled to insurance proceeds in the event of any casualty.

4. Notices to Lessor shall be sent to the address shown on page one of this lease. Notice to Lessee shall be sent to Family Shelter Service, Inc., to the attention of Judie Caribeaux, Executive Director, 605 E Roosevelt Road, Wheaton, Illinois, 60187. All notices will be effective upon posting in the U.S. Mail.

5. Parties signing the lease on behalf of the Lessor certify that they have authority to execute the lease and to commit to all described covenants; to the fullest extent such parties are duly authorized under the law to so act.
6. All improvements to Premises completed on behalf of, or for use of, the Lessee, including work undertaken by the Lessee, directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor pursuant to the Illinois Compiled Statutes Chapter 489, Section 39s-1 et. seq., as amended from time to time.

7. The parties recognize and agree that, consistent with past practice, Room 351 as shown in Exhibit A is shared office space insofar as said Room is used by other building occupants and tenants as access to building area not leased by Lessee. Accordingly, the Lease of Room 351 is not exclusive to Lessee in that respect. In addition, Lessee may maintain its existing signage within Room 351 under the terms of this Lease.

Lessor: County of DuPage

By: _________________________ Date: ________________
   DANIEL J. CRONIN
   COUNTY BOARD CHAIRMAN
Attested to:

By: _________________________ Date: ________________
   COUNTY CLERK

Lessee:

By: _________________________ Date: ________________
   JUDIE CARIBEAUX
   EXECUTIVE DIRECTOR
   FAMILY SHELTER SERVICE, INC.
Attested to:

By: _________________________ Date: ________________
RIDER “A”
RULERS AND REGULATIONS

1. SIGNAGE: No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises. Lessee may affix information pertaining to the leased Premises on the directory board of the Henry J, Hyde Judicial Office Facility, but only of such color, size and style of a material as shall be specified by the Lessor in writing.

2. EQUIPMENT: The Lessee shall not (without the Lessor’s written consent) put up or operate any steam engine boiler, electric motor, portable heater, machinery or stove upon the Premises nor carry on any mechanical business thereon, nor use flammable fluid thereon. Lessee, or its agents and employees shall bring no contraband, as determined by the Sheriff of DuPage County, into the Henry J, Hyde Judicial Office Facility.

3. LOCKS AND KEYS: No additional locks shall be placed upon any doors of the Premises and Lessee shall not permit any duplicate keys to be made, as all necessary keys will be furnished by the Lessor. But if more than two keys for any door lock are desired, the additional number must be paid for by the Lessee. Upon termination of this lease, the Lessee shall surrender all keys for the Premises and the Henry J, Hyde Judicial Office Facility and give to the Lessor instructions for the combination of all locks on vault doors on the Premises.

4. DELIVERY/RELOCATION OF GOODS: All safes, furniture, boxes and other bulky articles shall be carried up into the Premises at such times and in such times and in such manner as shall be specified by the Lessor; the Lessor reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the building or to other occupants or tenants in the building by taking in or putting out a safe or other heavy equipment, or from overloading the floor in any way shall be paid for by the Lessee.
5. PROVISION OF SERVICES: Lessor agrees, in addition to the utilities herein described, to furnish hot water in the basins, pipes and faucets of the Premises for Lessee’s use, and to provide building elevators and escalators, during the term of this lease. Lessor will be excused from providing such services or utilities on account of Acts of God, civil unrest, labor strikes, accidents, or other causes beyond the control of Lessor, and further except during reasonable periods for the repair of the building’s apparatus and equipment. Lessor shall not be liable for any injury or damage whatsoever which may arise or result from his failure to furnish such services, regardless of the cause of said failure, claims for such injury or damage being hereby expressly waived by the Lessee.

6. CUSTODIAL SERVICE: The Lessor shall provide all ordinary custodial work for the leased Premises. In the event that the Lessee requires extraordinary custodial services because of some special use of the Premises, the Lessee may, with the prior consent of the Lessor, employ persons to do such work, at Lessee’s sole expense. Any custodian so employed by the Lessee shall submit a description of the proposed extraordinary custodial work to the DuPage County Deputy Director of Facilities Management for approval before commencing work. Lessee-hired custodians shall be deemed the employees or agents of the Lessee.

7. SECURITY: Lessee shall conform to security regulations as established by the Lessor. The security guards of said building, and DuPage County Sheriff’s officers, shall at all times keep a pass key and be allowed admittance to said Premises, to cover and respond to any emergencies that may arise; and to enable such personnel to examine said Premises from time to time.

8. ACCESSIBILITY BY LESSOR: The Lessor and its agents shall have the right to enter the Premises at all reasonable hours to examine or exhibit the same.

9. ELECTRICAL INSTALLATIONS: If the Lessee desires telephone, telecommunications, cable or electrical connections, the Lessor will direct the Lessee-hired electrician as to where and how the wires are to be
introduced and without such direction no boring or cutting of the building’s walls or structural elements shall be permitted.

10. WINDOW AREAS: No awnings or shades or drapings either inside or outside of the windows may be installed without prior written consent of the Lessor.

11. OBSTRUCTIONS: The Lessee shall not allow anything to be placed against or near any glass on the Premises, or in any location which diminishes the light entering building’s public areas. Placement of any object, exhibit, or display shall not be permitted in the halls or corridors without the prior written consent of the Lessor.

12. THERMOSTATS: The Lessee shall not permit persons within the Premises to regulate any thermostat, which control the temperature; but shall report to the Department of Facilities Management whenever the same are not working properly or satisfactorily.

13. ANIMALS/BICYCLES: No bicycle or other vehicle, and no dogs or other animals shall be allowed in offices, halls, corridors or other parts of the building, excepting specially trained “assistance” or “service” dogs for genuinely disabled employees or clients of Lessee.

14. REVISED REGULATIONS: The Lessor reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Lessee acknowledges and agrees that the DuPage County Sheriff and, or, Chief Judge of the Circuit Court retain rule making authority under Illinois law, and the common law, relative to the use of the Building, and that all parties within the building are obligated to comply with such rules.

15. BUILDING ACCESS: The building shall be open at 7:00 a.m. and closed at 5:00 p.m. daily Monday through Friday except on Court holidays, or at such hours as the Lessor may from time to time alter or make exception.
16. SELLING OF GOODS AND SERVICES: The supply of goods and services for the convenience of the Lessee shall be furnished only by authorized representatives of the Lessor, or by those organizations granted special written authorization or permission by the Lessor. No tenant shall sell any goods or services upon County-owned property.

17. CANVASSING: The Lessees shall not be permitted to canvass among tenants or occupants of the building.

18. REMOVAL OF PROPERTY: The Lessees shall list all articles to be taken from the building upon a blank form furnished by the Lessor. Said list shall be presented to the office of the Department of Facilities Management for approval prior to acceptance by the security guard.
WHEREAS, an agreement has been negotiated 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 ComEd, for electric utility distribution services, for the connected County facilities, for the three-year period April 1, 2018 through March 31, 2021, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for electric utility distribution services, for the connected County facilities, for the three-year period April 1, 2018 through March 31, 2021, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, ComEd, PO Box 6111, Carol Stream, IL 60197, $1,705,948.81 for Facilities Management, $8,517.66 for Animal Services, $428,130.83 for the Care Center, $70,837.54 for the Division of Transportation, $2,874.52 for ETSB, $138,690.64 for the Health Department and $100,000 for DU-COMM, for a total contract amount not to exceed $2,455,000.00. Public Utility

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

____________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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<td>May 22, 2018</td>
<td>APRIL 1, 2018 THROUGH MARCH 31, 2021</td>
<td>$2,455,000.00</td>
<td>FACILITIES MANAGEMENT</td>
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</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  
Public Utility

<table>
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<tr>
<th>Name</th>
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<th>Date</th>
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</thead>
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<td>05/22/2018 8:45 AM</td>
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<tr>
<td>Tim Harbaugh</td>
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<tr>
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<tr>
<td>Christopher Snyder</td>
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<tr>
<td>Janelle Chadwick</td>
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<td>05/24/2018 10:20 AM</td>
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<tr>
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<td>Completed</td>
<td>05/24/2018 10:45 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>James McGuire</td>
<td>Completed</td>
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<td>Paul Rafac</td>
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<tr>
<td>Kathy Ostrowski</td>
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<tr>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>06/12/2018 10:00 AM</td>
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Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: ComEd
Vendor #: 10023
Dept: Facilities Management
Contract Term: 4/1/18 - 3/31/21
Contact: Laura Grobe
Phone: 407-5665

Contract Total: $2,455,000.00
Assigned Committee: PW, DOT, HHS 6/5/18

Description of Procurement/Scope of Work/Background
Recommendation for the approval of a contract purchase order to ComEd, for electric utility distribution services for the connected County facilities, for Facilities Management, for the three-year period April 1, 2018 through March 31, 2021, $1,705,948.81 for Facilities Management, $8,517.66 for Animal Services, $428,130.83 for the Care Center, $70,837.54 for the Division of Transportation, $2,874.52 for ETSB, $136,690.64 for the Health Department and $100,000 for DU-COMM, for a total contract amount not to exceed $2,455,000.00. Per 55 ILCS 5/5-1022 "Competitive Bids" (c) Not suitable for competitive bids - Public Utility.

Reason for Procurement
Electric utility services are required to maintain the operations of the County Facilities.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): See Requisition
☐ 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
око PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
Public Utility

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>
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<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
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REVIEWED BY (Initials Only)

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<th>Buyer</th>
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<th>Procurement Officer</th>
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<tbody>
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<td>5/24/18</td>
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<th>Date</th>
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<td>(Decision Memos Over $25,000)</td>
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<td>(Decision Memos Over $25,000)</td>
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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
**Purchase Requisition**

**Procurement Services Division**

**Date:** May 17, 2018

**MinuteTraq (IQM2) ID #:** 12739

**Department Req #:**

**RFP, Bid or Quote #:**

---

### Send Purchase Order To:  
**Vendor:** ComEd  
**Vendor #:** 10023  
**Dept:** Facilities Management  
**Division:**

**Attn:**  
**Email:** katrina.boffa@dupageco.org

**Address:** 2100 Swift Road  
**City:** Oak Brook  
**State:** IL  
**Zip:** 60523  
**Phone:**  
**Fax:**

### Send Invoices To:  
**Vendor:** ComEd  
**Vendor #:** 10023  
**Dept:** Facilities Management  
**Division:**

**Attn:** Tim Harbaugh  
**Email:** katrina.boffa@dupageco.org

**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-5700  
**Fax:** 630-407-5701

### Send Payments To:  
**Vendor:** ComEd  
**Vendor #:** 10023  
**Dept:** Facilities Management  
**Division:**

**Attn:**  
**Email:** katrina.boffa@dupageco.org

**Address:** PO Box 6111  
**City:** Carol Stream  
**State:** IL  
**Zip:** 60197  
**Phone:**  
**Fax:**

### Ship To:  
**Dept:** Facilities Management  
**Division:**

**Attn:** Tim Harbaugh  
**Email:** katrina.boffa@dupageco.org

**Address:** 421 N. County Farm Road  
**City:** Wheaton  
**State:** IL  
**Zip:** 60187  
**Phone:** 630-407-5700  
**Fax:** 630-407-5701

---

### Payment Terms  
**F.O.B.**

**PO 20 Delivery Date:**

**Requisitioner:**

**Use for:**

**Contract Administrator:**

**PO25 only:**

### Requisition Total: $ 2,455,000

---

### 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>100,000.00</td>
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**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Electric utility distribution services for the connected County facilities, for the three year period 4/1/18 through 3/31/21.

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

- PW, DOT, HHS, AS, 6/5/18, ETSB 6/12/18, CB 6/12/18

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

- PW, DOT, HHS, AS, 6/5/18, ETSB 6/12/18, CB 6/12/18
Request for Change Order  
Procurement Services Division  

Attach copies of all prior Change Orders  

---

**Purchase Order #:** 3228-0001 SERV  
**Original Purchase Order Date:** Apr 1, 2018  
**Change Order #:** 1  
**Department:** Facilities Management  
**Vendor Name:** MP2 Energy NE  
**Vendor #:** 28847  
**Dept Contact:** Laura Grobe

**Background and/or Reason for Change Order Request:**  
Change order to decrease line 1 1000-1100-53210 by $1,705,948.81, line 2 1100-1300-53210 by $8,517.66, line 3 1200-2045-53210 by $428,130.83, line 4 1500-3510-53210 by $70,837.54, line 5 4000-5820-53210 by $2,874.52; (as informational: decrease the Health Department by $138,690.64 and DU-COMM by $100,000); to allow for electric utility distribution services to be billed directly to DuPage County by ComEd.  

**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>
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<td>Net $ change for previous Change Orders</td>
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<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-19.44%</td>
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**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

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

---

**Prepared By (Initials):** LG  
**Phone Ext:** 5665  
**Date:** May 17, 2018  
**Recommended for Approval (Initials):** x6818  
**Phone Ext:** 5-18-2018  
**Date:**

---

** Reviewed By (Initials Only) **

**Buyer:**  
**Date:** 5-24-18  
**Procurement Officer:**  
**Date:** 5-24-18

**Chief Financial Officer:**  
**Date:** 5-25-18  
**Chairman’s Office:**  
**Date:**

---

**Packet Pg. 139**
Resolution  
FM-R-0206-18  

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS  
AND CASA OF DU PAGE COUNTY, INC.  
FOR LEASE OF SPACE AT DU PAGE COUNTY  
HENRY J. HYDE JUDICIAL OFFICE FACILITY  

WHEREAS, the County of DuPage ("County") operates and maintains a facility at the County’s seat of government in accord with the authority granted by the Illinois General Assembly at 55 ILCS 5/5-1001, et. seq., which facility is commonly known as the DuPage County Henry J. Hyde Judicial Office Facility; and  

WHEREAS, CASA of DuPage County, Inc. operates a not-for-profit corporation utilizing unpaid volunteers to speak as a child’s only independent representative in the courtroom during certain Judicial processes; and  

WHEREAS, CASA supports the Judicial process by helping to break the cycle of child abuse and neglect; and by maximizing opportunities for abused and neglected youth to become productive members of our community as young adults; and  

WHEREAS, The County has office space available at the DuPage County Henry J. Hyde Judicial Office Facility for use by non-profit agencies that support the Judicial process; and  

WHEREAS, CASA of DuPage County, Inc. desires to operate and maintain an office in the DuPage County Henry J. Hyde Judicial Office Facility, Wheaton, Illinois; and  

WHEREAS, it is in the interest of the County of DuPage, its residents and the Judicial process, to enter into a lease agreement with CASA of DuPage County, Inc. to allow its operation of an office at the DuPage County Henry J. Hyde Judicial Office Facility, subject to terms and conditions of the attached lease; and  

WHEREAS, the County Board has established an annual rate of One Dollar ($1.00), and other good and valuable consideration, including but not limited to the societal services and benefits to the public described above, for CASA’s lease of approximately Two Thousand Six Hundred Six (2,606) square feet of office space at the DuPage County Henry J. Hyde Judicial Office Facility; and  

WHEREAS, the lease term shall be in effect commencing, approximately, December 1, 2018 and expiring November 30, 2020.
NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chairman and the County Clerk be and they are hereby authorized and directed to execute on behalf of the County of DuPage the attached lease of office space for use by CASA of DuPage County, Inc.;

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the lease, be transmitted by the County Clerk to CASA of DuPage County, Inc., Attention: Lisa Drake, Executive Director, 505 N. County Farm Road, Wheaton, Illinois, 60187; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 12th day of June, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CASA OF DU PAGE COUNTY, INC.
FOR LEASE OF SPACE AT DU PAGE COUNTY
HENRY J. HYDE JUDICIAL OFFICE FACILITY

THIS INDENTURE WITNESSETH: That the County of DuPage, Lessor, does hereby demise and lease unto CASA of DuPage County, Inc. the following described premises:

The room, or rooms, commonly known and described as third floor Suite C, consisting of, approximately, Two Thousand Six Hundred Six (2,606) square feet of office space in the building known as DuPage County Judicial Office Facility, 505 North County Farm Road, in the City of Wheaton, State of Illinois, as designated in Exhibit A attached, and hereafter the “Premises.”

To have and to hold said premises for the term of two years beginning on the first day of December, 2018, and ending on the thirtieth date of November, 2020, unless the term shall be sooner terminated, as hereinafter provided. The parties agree and understand that the above described space allocation for the Premises is subject to change and, or, relocation, pending implementation of building occupancy long-range space planning by the Lessor. In all cases, however, the area of the office shall be approximately the same size as the above-described space, and located within the DuPage County Government Complex, Wheaton, Illinois.

A. In consideration of the covenants of the Lessor, the Lessee covenants and agrees:

1. To pay the Lessor as rent for said premises an annual rate of One Dollar and No Cents ($1.00). Payments shall be made payable to the County of DuPage c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, the first payment being due on the first day of the month following commencement of the Lease term. As further consideration for this lease, CASA of DuPage, Inc. will provide services to eligible persons within the DuPage County to help break the cycle of abuse and neglect into the next generation and maximize opportunities for youths to become productive members of our community as young adults.
2. a. The Lessee shall use and occupy said Premises for its own use and no other purpose. Lessee will replace, at its own expense, any furnishings, fixtures or other equipment damaged or broken, normal wear and tear excepted, by the Lessee, its agents and employees. Lessee shall be further responsible for damaged or broken furnishings, fixtures or other equipment damaged by third persons in which the damage is due to Lessee’s failure to exercise due care in the operation of the office, including failure to supervise its wards, charges, clients, guests and invitees. Lessee shall provide Lessor with proof of insurance prior to commencing its use and occupancy of the Premises.

b. Lessee shall indemnify and hold harmless Lessor from and against claims for loss, including attorney’s fees and court costs, arising from Lessee’s negligent and willful misconduct on the Lessor’s property and involving its use of Premises. Nothing contained herein shall be construed as prohibiting the Lessor, its officials, directors, officers, agents, and employees from defending any claims, suits, demands, proceedings, and actions brought against them through the selection and use of their own agents, attorneys, and experts. Pursuant to Illinois law, the attorney representing the Lessor under this paragraph must be the State’s Attorney of DuPage County. The Lessor’s participation in its defense shall not remove Lessee’s duty to indemnify, defend, and hold the Lessor harmless as set forth above.

c. Any indemnity as provided in this Lease shall not be limited by reason of the enumeration of any insurance coverage herein provided. Lessee’s indemnification of Lessor shall survive the termination or expiration of this Lease.

d. Lessee shall maintain a commercial (comprehensive) general liability insurance policy with a limit of not less than Two Million Dollars ($2,000,000) per occurrence, and Lessee shall have the duty to provide Lessor with copies of certificates of insurance and endorsements reasonably required by Lessor prior to the commencement of the Term, as well as renewal certificates of insurance within fifteen (15) days prior to the expiration of any insurance policy required.
e. The Lessee’s General Liability insurance policy required above shall name the Lessor, its officers, and employees as additional insureds. The Certificate of Insurance and Additional Insured Endorsement 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.”

f. The Lessee’s general liability insurance policy required by this Lease shall contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the Lessor as an additional insured and Lessee as a named insured at least thirty (30) days prior to said cancellation, material change, or refusal to renew the insurance policy.

g. The insurance required to be purchased and maintained by the Lessee shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to Lessor. Lessee shall provide Lessor with proof of appropriate insurance coverage prior to commencing its use and occupancy of the Premises.

3. The Lessee shall not make any alterations or additions to said Premises without first obtaining the Lessor’s written consent.

4. The Lessee shall not sublet the Premises, in whole or in part, nor assign this Lease, or any part thereof, without first obtaining the written consent of the Lessor. At the expiration, or termination, of said Lease, Lessee shall surrender the Premises to the Lessor in as good a condition as at the premise was in on the date of the Lessee’s taking possession thereof, normal wear and tear excepted.

B. In consideration of the covenants of the Lessee, the Lessor covenants and agrees:

1. If said Premises are not, at the date of this Lease or at any time during said Lease, in good, tenantable condition, the Lessor shall place said Premises in such condition within a reasonable time after notice of any untenable condition, in writing, from the Lessee. Lessee shall maintain the Premises in good tenantable condition
during the term of this lease, breakage or damage caused, or permitted, by the failure to observe due care on the part of the Lessee, its agents, or employees excepted. Lessor agrees to abatement of rent for any period the Premises is not habitable.

2. Lessor shall provide and pay for: i) All electricity used on the Premises, as may be reasonably required for the Lessee’s authorized uses thereof; ii) All heat and air conditioning for said Premises, during normal business hours when outdoor weather and temperature require; iii) All fixtures and equipment necessary for electricity, heat and air-conditioning; iv) All necessary maintenance and repairs to all fixtures and equipment; excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the Lessee, its agents or employees to exercise due care, for which the Lessee shall reimburse the Lessor for the costs of such maintenance and repairs.

C. The Lessor and Lessee jointly covenant and agree that:

1. Rider “A” attached hereto entitled, “Rules and regulations” is hereby incorporated into and made a part of this lease. Lessee, and its employees and agents shall obey said “Rules and regulations,” and shall exercise care and supervision over its wards, charges, clients, guests and invitees to ensure that they also obey said “Rules and regulations.”

2. The Lessee or Lessor may terminate this Lease by giving the other party one hundred and twenty (120) days’ notice, in writing, of its intention to terminate the Lease.

3. Lessor shall only look to CASA of DuPage County, Inc. for payment of rent, or other charges, except that the Lessor may also be entitled to insurance proceeds in the event of any casualty.

4. Notices to Lessor shall be sent to the address shown on page one of this Lease. Notice to Lessee shall be sent to CASA of DuPage County, Inc., to the attention of Lisa Drake, Executive Director, 505 N. County Farm Road, Wheaton, Illinois, 60187. All notices will be effective upon posting in the U.S. Mail.
5. Parties signing the Lease on behalf of the Lessor certify that they have authority to execute the lease and to commit to all described covenants; to the fullest extent such parties are duly authorized under the law to so act.

6. All improvements to Premises completed on behalf of, or for use of, the Lessee, including work undertaken by the Lessee, directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor pursuant to the Illinois Compiled Statutes Chapter 489, Section 39s-1 et. seq., as amended from time to time, and in compliance with the requirements of that law.

Lessor: County of DuPage

By: ___________________________ Date: ________________
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

By: ___________________________ Date: ________________
COUNTY CLERK

Lessee:

By: ___________________________ Date: ________________
BOARD PRESIDENT
CASA OF DU PAGE COUNTY, INC.

By: ___________________________ Date: ________________
RIDER “A”
RULERS AND REGULATIONS

1. SIGNAGE: No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises. On the directory board of the Henry J, Hyde Judicial Office Facility, Lessee may affix information pertaining to the leased Premises, but only of such color, size and style of a material as shall be specified by the Lessor in writing.

2. EQUIPMENT: The Lessee shall not (without the Lessor’s written consent) put up or operate any steam engine boiler, electric motor, portable heater, machinery or stove upon the Premises nor carry on any mechanical business thereon, nor use flammable fluid thereon. Lessee, or its agents and employees shall bring no contraband, as determined by the Sheriff of DuPage County, into the Henry J, Hyde Judicial Office Facility.

3. LOCKS AND KEYS: No additional locks shall be placed upon any doors of the Premises and Lessee shall not permit any duplicate keys to be made, as all necessary keys will be furnished by the Lessor. But if more than two keys for any door lock are desired, the additional number must be paid for by the Lessee. Upon termination of this lease, the Lessee shall surrender all keys for the Premises and the Henry J, Hyde Judicial Office Facility and give to the Lessor instructions for the combination of all locks on vault doors on the Premises.

4. DELIVERY/RELOCATION OF GOODS: All safes, furniture, boxes and other bulky articles shall be carried up into the Premises at such times and in such times and in such manner as shall be specified by the Lessor; the Lessor reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the building or to other occupants or tenants in the building by taking in or putting out a safe or other heavy equipment, or from overloading the floor in any way shall be paid for by the Lessee.
5. PROVISION OF SERVICES: Lessor agrees, in addition to the utilities herein described, to furnish hot water in the basins, pipes and faucets of the Premises for Lessee’s use, and to provide building elevators and escalators, during the term of this lease. Lessor will be excused from providing such services or utilities on account of Acts of God, civil unrest, labor strikes, accidents, or other causes beyond the control of Lessor, and further except during reasonable periods for the repair of the building’s apparatus and equipment. Lessor shall not be liable for any injury or damage whatsoever which may arise or result from his failure to furnish such services, regardless of the cause of said failure, claims for such injury or damage being hereby expressly waived by the Lessee.

6. CUSTODIAL SERVICE: The Lessor shall provide all ordinary custodial work for the leased Premises. In the event that the Lessee requires extraordinary custodial services because of some special use of the Premises, the Lessee may, with the prior consent of the Lessor, employ persons to do such work, at Lessee’s sole expense. Any custodian so employed by the Lessee shall submit a description of the proposed extraordinary custodial work to the DuPage County Deputy Director of Facilities Management for approval before commencing work. Lessee-hired custodians shall be deemed the employees or agents of the Lessee.

7. SECURITY: Lessee shall conform to security regulations as established by the Lessor. The security guards of said building, and DuPage County Sheriff’s officers, shall at all times keep a pass key and be allowed admittance to said Premises, to cover and respond to any emergencies that may arise; and to enable such personnel to examine said Premises from time to time.

8. ACCESSIBILITY BY LESSOR: The Lessor and its agents shall have the right to enter the Premises at all reasonable hours to examine or exhibit the same.

9. ELECTRICAL INSTALLATIONS: If the Lessee desires telephone, telecommunications, cable or electrical connections, the Lessor will direct the Lessee-hired electrician as to where and how the wires are to be
introduced and without such direction no boring or cutting of the building’s walls or structural elements shall be permitted.

10. WINDOW AREAS: No awnings or shades or drapings either inside or outside of the windows may be installed without prior written consent of the Lessor.

11. OBSTRUCTIONS: The Lessee shall not allow anything to be placed against or near any glass on the Premises, or in any location which diminishes the light entering building’s public areas. Placement of any object, exhibit, or display shall not be permitted in the halls or corridors without the prior written consent of the Lessor.

12. THERMOSTATS: The Lessee shall not permit persons within the Premises to regulate any thermostat, which control the temperature; but shall report to the Department of Facilities Management whenever the same are not working properly or satisfactorily.

13. ANIMALS/BICYCLES: No bicycle or other vehicle, and no dogs or other animals shall be allowed in offices, halls, corridors or other parts of the building, excepting specially trained “assistance” or “service” dogs for genuinely disabled employees or clients of Lessee.

14. REVISED REGULATIONS: The Lessor reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Lessee acknowledges and agrees that the DuPage County Sheriff and, or, Chief Judge of the Circuit Court retain rule making authority under Illinois law, and the common law, relative to the use of the Building, and that all parties within the building are obligated to comply with such rules.

15. BUILDING ACCESS: The building shall be open at 7:00 a.m. and closed at 5:00 p.m. daily Monday through Friday except on Court holidays, or at such hours as the Lessor may from time to time alter or make exception.
16. SELLING OF GOODS AND SERVICES: The supply of goods and services for the convenience of the Lessee shall be furnished only by authorized representatives of the Lessor, or by those organizations granted special written authorization or permission by the Lessor. No tenant shall sell any goods or services upon County-owned property.

17. CANVASSING: The Lessees shall not be permitted to canvass among tenants or occupants of the building.

18. REMOVAL OF PROPERTY: The Lessees shall list all articles to be taken from the building upon a blank form furnished by the Lessor. Said list shall be presented to the office of the Department of Facilities Management for approval prior to acceptance by the security guard.
EXHIBIT A

HJH Judicial Office Facility
505 N County Farm Road
Wheaton, IL

Partial 3rd Floor Plan
Scale: 1/16" = 1'-0"

= Area of Leased Premises (2,606 square feet)
Requisition under 25k dollars

2018-143
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

**NEW PURCHASE ORDER REQUEST**

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>May 18, 2018</td>
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<td>JUNE 30, 2018 THROUGH JUNE 29, 2019</td>
<td>PUBLIC WORKS</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

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Procurement Review Checklist

Procurement Services Division

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

Date: May 11, 2018

MinuteTraq (IQM2) ID #: 12699

Vendor: GE Intelligent Platforms, Inc.
Vendor #: Contract June 30, 2018 through June 29, 2019
Contract Total: $14,160.76

Dept: Public Works
Contact: Amy Arlowe
Phone: 630-985-7400

Description of Procurement/Scope of Work/Background
iFix and iClient software upgrades, license fees and technical support for the Woodridge & Knollwood Wastewater Facilities, Water Department and Stormwater facilities for a 1-year period from June 30, 2018 through June 29, 2019 in the amount of $14,160.76

Reason for Procurement
Annual support is required for software maintenance, technical support and to keep software versions current. The water, wastewater and stormwater facilities use this software for plant instrumentation and control systems which aids in reduced operations costs.

FUNDING SOURCE
Procurement budgeted for (FY and budget code(s)): 2000-2555-53807 / 2000-2640-53807 / 1600-3000-53807

DECISION MEMO NOT REQUIRED

LODEST 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)

Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer Date Procurement Officer Date

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

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Detailed Report:

- Include Servo Frame: 412-192-140-10
- Basic Sales Email: sales@geintel/Platforms.com
- Basic Sales Phone: 602-540-0000
- Project Manager: Bill C. Smith
- Phone: 602-540-0000
- Fax: 602-540-0000
- Email: bill@geintel/Platforms.com

Customer Info:

- Name: Customer
- Address: 1234 Service Rd.
- City: Anytown
- State: USA
- Zip: 12345
- Phone: 555-123-4567
- Fax: 555-123-4568
- Contact Person: John Doe
- Email: john.doe@geintel/Platforms.com

Agreement Details:

- Agreement No.: 2018-143
- PW GE Intelligent Platforms, Inc. (Digital) c/o Gray Matter
This Quote does not include any freight charges or applicable taxes. All items are Commercial Items. Please include the Quote Number from this document on your purchase order.

**ATTENTION:** Please do not fax or email any export controlled technical data to those fax numbers or email addresses.

<table>
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<th>Item</th>
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<th>Order No.</th>
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**HISTORIAN**

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# Purchase Requisition

## Purchase Requisition

**Procurement Services Division**

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**Send Purchase Order To:**
- **Vendor:** GE Intelligent Platforms, Inc. (Digital) c/o Gray Matter
- **Vendor #:**
- **Dept:** DuPage County Public Works
- **Division:**
- **Attn:** Accounts Payable
- **Email:** pwaccountspayable@dupageco.org
- **Address:** 100 Global View Drive, Suite 200
- **City:** Warrendale
- **State:** PA
- **Zip:** 15086
- **Phone:** 412-741-2410
- **Fax:** 847-248-4490

**Send Invoices To:**
- **Vendor:** GE Intelligent Platforms, Inc. (Digital) c/o Gray Matter
- **Vendor #:**
- **Attn:** Accounts Payable
- **Email:** pwaccountspayable@dupageco.org
- **Address:** 100 Global View Drive, Suite 200
- **City:** Woodridge
- **State:** IL
- **Zip:** 60517
- **Phone:** 630-985-7400
- **Fax:** 630-985-4802

**Send Payments To:**
- **Vendor:** Bank of America
- **Vendor #:**
- **Attn:**
- **Email:**
- **Address:** 1400 Best Plaza Drive
- **City:** Richmond
- **State:** VA
- **Zip:** 23227-0000
- **Phone:**
- **Fax:**

**Ship To:**
- **Vendor:**
- **Dept:** SAME
- **Division:**
- **Attn:**
- **Email:**
- **Address:**
- **City:**
- **State:**
- **Zip:**

---

**Payment Terms:**
- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:**

---

### LN  Qty  UOM  Item Detail (Product #)  Description  FY  Dept #  Acct #  Sub-Accts and/or Activity #  Unit Price  Extensi

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<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
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**Requisition Total:** $14,160.76

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

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

**User Department Internal Notes** (these comments will **NOT** appear on the Purchase Order):
Procurement Review Checklist
Procurement Services Division

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

Vendor: GE Intelligent Platforms, Inc. (Digital) c/o Gray Matter
Vendor #: 11531

Dept: Public Works
Contact: Amy Arlowe
Phone: 630-985-7400

Contract June 30, 2018 through June 29, 2019
Contract Total: $14,160.76

Assigned Committee: Public Works

Description of Procurement/Scope of Work/Background:
Fix and iClient software upgrades, license fees and technical support for the Woodridge & Knollwood Wastewater Facilities, Water Department and Stormwater facilities for a 1-year period from June 30, 2018 through June 29, 2019 in the amount of $14,160.76.

Reason for Procurement:
Annual support is required for software maintenance, technical support and to keep software versions current. The water, wastewater and stormwater facilities use this software for plant instrumentation and control systems which aids in reduced operations costs.

FUNDING SOURCE:

☐ Procurement budgeted for (FY and budget code(s)): 2000-2555-53807 / 2000-2640-53807 / 1600-3000-53807
☐ 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)

Prepared By: ___________________________ Date: 5/18/2018
Recommended for Approval: ___________________________ Date: 5/18/2018
IT Approval, if required: ___________________________ Date: 5/24/18

REVIEWED BY (Initials Only)

Buyer: ___________________________ Date: 5/30/18
Procurement Officer: ___________________________ Date: 5/30/18

Chief Financial Officer (Decision Memos Over $25,000) ___________________________ Date: 5/30/18
Chairman's Office (Decision Memos Over $25,000) ___________________________ Date: 5/30/18

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