**MEETING WILL COMMENCE AT 9:20 AM OR IMMEDIATELY FOLLOWING THE PUBLIC HEARING FOR THE DU PAGE CARE CENTER REPLACEMENT OF MEDIUM AND LOW VOLTAGE ELECTRICAL DISTRIBUTION EQUIPMENT AND RELATED CONSTRUCTION**

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

5. BUDGET TRANSFERS
   
   A. Budget Transfers -- Public Works - $10,000.00 - Transfer needed for new HVAC heating and cooling system for the SERWF plant, per IGA with Darien Park District.

   B. Budget Transfers -- Public Works - $10,000.00 - Transfer needed for Temporary Salaries (summer help, interns, paint program).

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

7. COOPERATIVE PURCHASING CONTRACT
   
   A. 2018-225 Recommendation for the approval of a contract purchase order to CDWG to furnish and deliver security cameras and accessories for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities, for a total contract amount not to exceed $8,047.44, per National IPA cooperative purchasing agreement #2018011-01, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act".
B. FM-P-0244-18 Recommendation for the approval of a contract purchase order to Trane U.S. Inc., to provide a preventive / full service maintenance program for the three (3) electric water chillers in the power plant, for the three (3) year period October 1, 2018 through September 30, 2021, for a contract total amount not to exceed $313,659.00. Contract pursuant to the Intergovernmental Cooperation Act - U.S. Communities #15-JLP-023

8. LOW QUOTE

A. 2018-226 Recommendation for the approval of a contract purchase order to Temperature Equipment Corp. for the purchase of an HVAC unit and accessories for Southeast Regional Water Facility, for a total contract amount not to exceed $8,835.00, per low quote #Q18-179-PW

9. BID AWARD

A. 2018-227 Recommendation for the approval of a contract purchase order to Construction Management Corporation of America d/b/a Briggs Paving, to mill asphalt, resurface and stripe lot at the Care Center, for Facilities Management, for the period September 19, 2018 through November 30, 2018, for a total contract amount not to exceed $20,907.00, per lowest responsible bid #18-121-DT

B. FM-P-0245-18 Recommendation for the approval of a contract purchase order to Synergy Systems Inc., to provide replacement of the boiler controls, control system and front-end server/user interface for each of the three existing HTHW control systems at the Power Plant, for Facilities Management, for the period through November 30, 2019, for a total contract amount not to exceed $259,519.35, per lowest responsible bid #18-089-DT

10. ACTION ITEMS

A. 2018-228 Recommendation for the approval of a contract purchase order to enter into an Agreement between the County of DuPage, Illinois and Baker Tilly Virchow Krause LLP., to conduct a Sewer and Water Utility System Rate Study, for Public Works, for the period September 18, 2018 through June 30, 2019, for a total contract amount not to exceed $24,900.00, per Request for Proposal 18-130-JM.

B. FM-R-0884-18 RESOLUTION -- Authorization to submit a grant application to the Community Development Block Grant (CDBG) funding for the DuPage Care Center, for Phase II Electrical Work, replacement of medium and low voltage electrical distribution equipment and related construction, in the amount of $400,000.00

C. FI-O-0066-18 ORDINANCE -- An Ordinance Proposing the Dissolution of the Highland Hills Sanitary District

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT
1. CALL TO ORDER

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

2. ROLL CALL

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

Member Gavanes arrived at 9:18 AM due to attendance at Environmental Committee

3. PUBLIC COMMENT

4. APPROVAL OF MINUTES

A. Public Works Committee - Regular Meeting - Aug 21, 2018 9:15 AM

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

5. BUDGET TRANSFERS

A. Budget Transfers -- Public Works - $650,000.00 - Transfer needed for remaining capital spending for enhanced phosphorus removal project & projected spending related to master plan engineering.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Gavanes, Grant

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

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

A. Consent Item -- Champion Energy LLC - Contract Close
B. Consent Item -- Charles Equipment Energy Systems LLC - Contract Close
C. Consent Item -- EHC Industries Inc - Contract Close
D. Consent Item -- Interboro Packaging Corp - Contract Close
E. Consent Item -- HP Products - Contract Close
F. Consent Item -- Pro-Temp of Illinois - Contract Close
G. Consent Item -- DuPage Materials Co. - Contract Close
H. Consent Item -- WW Grainger - Contract Close
I. Consent Item -- Ozinga Ready Mix Concrete Inc. - Contract Close
J. Consent Item -- Plote Construction Inc. - Contract Close
K. Consent Item -- Univar USA Inc. - Contract Close
L. Consent Item -- Home Depot - Contract Close
M. Consent Item -- Paymentus Corporation - Contract Time Extension Only
N. Consent Item -- Vulcan Construction Materials LLC - Contract Close
O. Consent Item -- Route 66 Asphalt Company - Contract Close
P. Consent Item -- KA Steel Chemicals Inc. - Contract Close
Q. Consent Item -- Evoqua Water Technologies - Contract Close

R. Consent Item -- Buchanan Energy LLC. - Contract Close

7. 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: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Gavanes, Grant

8. LOW QUOTE

A. 2018-211 Recommendation for the approval of a contract purchase order to Liberty Process Equipment, Inc., for various pump parts for the rebuild of the acid feed pump and secondary feed pump at the Woodridge Greene Valley Wastewater Treatment Facility, for a total contract amount not to exceed $13,754.00, per low quote Q18-180-PW

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

B. 2018-212 Recommendation for the approval of a contract purchase order to Flow-Technics, Inc., to purchase various Netzch pump parts for the rebuild of the belt press pumps at the Woodridge Greene Valley Wastewater Treatment Facility, for a total contract amount not to exceed $5,424.60, per low quote Q18-181-PW

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Robert L Larsen, District 6
AYES: Grasso, Healy, Larsen, Noonan
ABSENT: Gavanes, Grant
C. 2018-213 Recommendation for the approval of a contract purchase order to LAI, Ltd., for the purchase of (2) two Haigh pipeliner series 301 cartridge assemblies for the acid feed and the belt thickener at the Woodridge Greene Valley Wastewater Treatment Facility, for a contract total amount not to exceed $14,400.00, per low quote Q18-186-PW

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

9. BID RENEWAL

A. 2018-214 Recommendation for the approval of a contact purchase order to Airways Systems, Inc., for semi-annual cleaning of the kitchen ducts, hoods, and fans for the Judicial Office Facility, JTK Administration Building, Jail, and Care Center, for Facilities Management, for the period October 12, 2018 through October 11, 2019, for a total contract amount not to exceed $16,451.00, per renewal option under bid #16-178-BF, second option to renew.

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

10. ACTION ITEMS

A. 2018-210 Recommendation for the approval of a contract purchase order to Azteca Systems, LLC for renewal of software support and maintenance for Cityworks, for Public Works, Drainage, and Stormwater Management, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $13,820.00 (Public Works share $4,606.67 - Drainage share $4,606.66 - Stormwater Management share $4,606.67), per 55 ILCS 5/5-1022 (d) –IT/Telecom purchases under $35,000.00.

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

A. DuPage County Demand Response Program Update

Director Kottmeyer distributed a graph detailing DuPage County’s participation level in the Electric Utility’s Demand Response program. DuPage County is able to participate in the program due to a re-permitting of the Standby Generators. The graph showed the level DuPage County is able to participate using only the standby facility and avoiding disruption to the campus.

12. NEW BUSINESS

Member Grasso would like to see all Committee’s list the bid tab results (sent, requested, received) by the appropriate item as displayed on our agenda.

13. ADJOURNMENT
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective June 20, 2016

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<th>Available Balance Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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Total $ 10,000.00

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<th>Amount</th>
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<td>AUTO/MACH/EQUIP PARTS</td>
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Total $ 10,000.00

Reason for Request:
Transfer needed for new HVAC heating and cooling system for SERWF plant. This improvement falls under the IGA entered with the Darien Park District from February 2017.

Department Head
9-5-18
Date

Chief Financial Officer
C9-7-18
Date

Finance Department Use Only
Fiscal Year 2018  Budget Journal #  Accptg Period
Entered By/Date  Released By/Date  Posted By/Date

5/21 PW  
9/25 FIN  
9/25 CB
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 2000
Company #
Accounting Unit #
Account Title  Amount Prior to Transfer Available Balance
2555 53828 CONTINGENCIES $ 6,000.00 172,000- 166,000- 9.11.18
2665 53818 REFUNDS & FORFEITURES $ 4,000.00 74,452.55 70,452.55

Total $ 10,000.00

To: 2000
Company #
Accounting Unit #
Account Title  Amount Prior to Transfer Available Balance
2555 50050 TEMPORARY SALARIES/ON CALL $ 6,000.00 5148.59 851.41 9.11.18
2665 50050 TEMPORARY SALARIES/ON CALL $ 4,000.00 3736- 204-

Total $ 10,000.00

Reason for Request:
Transfer needed for Temporary Salaries; salaries for summer help for interns / paint recycling program.


dated 9.11.18
Chief Financial Officer

do not sign

Packet Pg. 9
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<th>Pay Vendor Name</th>
<th>Description</th>
<th>Check Date</th>
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<td>CITY OF NAPERVILLE</td>
<td>Meter reads</td>
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<td>HEADSETS DIRECT INC</td>
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<td>IAPPO INC</td>
<td>Annual dues</td>
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<td>ILLINOIS SECTION ANWWA</td>
<td>Seminars</td>
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<td>MENARD'S</td>
<td>Large enclosure for digester cover</td>
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<td>PAPA'S PIZZA PLACE</td>
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<td>Leak detection 123 E 13th St, Lombard</td>
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<td>Refund for billing error</td>
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<td>Raw Pumps</td>
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<td>CAROLLO ENGINEERS INC</td>
<td>Master Plan -Engineering</td>
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<td>CDW GOVERNMENT INC</td>
<td>Keyboard, usb cables, monitor</td>
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<td>CENTRAL SOD FARMS INC</td>
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<td>DUPAGE COUNTY PUBLIC WORKS</td>
<td>Billing refunds</td>
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<td>EHLERS, DIRK</td>
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<td>ENVIRONMENTAL SERVICES</td>
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<td>FASTENAL COMPANY</td>
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<td>FIRST ENVIRONMENTAL LABS INC</td>
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<td>OIL CORPORATION</td>
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<td>PDC LABORATORIES</td>
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<td>Duplicate keys</td>
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<td>TAMELING INDUSTRIES INC</td>
<td>Topsoil</td>
<td>9/7/2018</td>
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<td>UNIVAR USA INC</td>
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<td>JOSEPH J HENDERSON &amp; SON INC</td>
<td>Enhanced Phosphorus Removal</td>
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<td>Ferric Chloride</td>
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<td>KIN-KO ACE STORE #500</td>
<td>Bit drill, acrylic sheet</td>
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<td>LAI LTD</td>
<td>Plug Valve</td>
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<td>MENARDS</td>
<td>Counter, shelving, brackets, rail</td>
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<td>NAPCO STEEL INC.</td>
<td>Tubing, roll bar</td>
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## Public Works
### Schedule of Claims
#### 9/18/2018

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<th>Pay Vendor Name</th>
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**Total** $231,286.74
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<td>A&amp;P Grease Trappers, Inc.</td>
<td>Sanitary, grease trap and storm basin pumping, jetting and cleaning</td>
<td>01/11/18</td>
<td>06/10/19</td>
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<td>1100</td>
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<td>2668-0001 SERV</td>
<td>Builders Chicago Corporation</td>
<td>Service call</td>
<td>08/16/17</td>
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Requisition under 25k dollars

2018-225
Requisition under 25k dollars

2018-225

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

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
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<tr>
<td>DATE SUBMITTED</td>
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<td>CONTRACT TOTAL AMOUNT</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

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<tr>
<th>Name</th>
<th>Status</th>
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<tr>
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<td>Nick Kottmeyer</td>
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<td>Kathy Ostrowski</td>
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<td>James McGuire</td>
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<td>Paul Rafac</td>
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<td>09/11/2018 6:18 PM</td>
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<td>Public Works Committee</td>
<td>Pending</td>
<td>09/18/2018 9:20 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: CDW-G | Vendor #: 10677 | Contract Term: N/A | Contract Total: $8,047.44 |
| Vendor: Public Works | Contact: Amy Arlowe | Phone: 630-985-7400 | Assigned Committee: Public Works |

**Description of Procurement/Scope of Work/Background**
Furnish cameras and accessories for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities through the National IPA Contract #2018001-01 in the amount of $8,047.44. CDWG holds the National IPA Contract which allows the County to purchase parts and supplies at discount off prices.

**Reason for Procurement**
The cameras will be installed for security purposes at both the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities and will be used to monitor areas of the facilities that are currently not covered by cameras.

**FUNDING SOURCE**
- Procurement budgeted for (FY and budget code(s)): 2000-2665-52100 / 2000-2640-52100
- Budget Transfer (Date) __________ Add'l Information __________

**DECISION MEMO NOT REQUIRED**
- LOWEST RESPONSIBLE QUOTE # or BID # __________
- RENEWAL, Enter Bid # __________
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(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

| National IPA/TCPM # | 2018011-01 |

**REVIEWED BY (Initials Only)**
- Buyer __________ Date __________ Procurement Officer __________ Date __________
- Chief Financial Officer (Decision Memos Over $25,000) __________ Date __________ Chairman's Office (Decision Memos Over $25,000) __________ Date __________
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: Sep 5, 2018
MinuteTraq (IQM2) ID #: 13426
Department Requisition #: 18213060

Requesting Department: Public Works
Department Contact: Sean Reese
Contact Email: Sean.Reese@dupageco.org
Contact Phone: 630-985-7400
Vendor Name: CDW-G
Vendor #: 

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

Approve purchase with CDW-G to provide security cameras and accessories for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities per the National IPA Contract #2018011-01 in the amount of $8,047.44

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

The cameras will be used for security purposes at the wastewater treatment facilities to be places in areas on the grounds that are not currently covered by cameras and in which we expect high traffic flow.

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
Both wastewater treatment facilities are in operation 24/7 with the possibility of staff being on site at all hours. Both facilities also have fueling stations that are used 24 hours a day by County staff as well as outside municipalities such as the Burr Ridge Police Department and the Lisle Woodridge Fire District. Security is important for the safety of these individuals as well as protection for the facilities.

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

CDW-G holds the National IPA Contract #2018011-01 which allows the County to purchase cameras and accessories at significant discounted prices.

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

Staff recommends securing a contract to purchase security cameras and accessories through the National IPA Contract. Purchasing the supplies through this Contract gives Public Works the flexibility to obtain these items in a timely manner which is of the upmost importance in order to maintain security at our wastewater treatment facilities.

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

$8,047.44 will be removed from line 2000-2555-52000
DEAR JAY PUCKETT,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

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<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
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<tr>
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<tr>
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<tr>
<td>Contract: National IPA Technology Solutions (2018011-01)</td>
<td></td>
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<tr>
<td>AXIS T04G015 - camera mounting plate</td>
<td>1</td>
<td>4544743</td>
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<tr>
<td>Contract: National IPA Technology Solutions (2018011-01)</td>
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<tr>
<td>AXIS Q1765-1E Network Camera - network surveillance camera</td>
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<td>3186704</td>
<td>$1,431.85</td>
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<tr>
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<tr>
<td>AXIS Camera Station (v. 5) - Core Device license - 1 license</td>
<td>7</td>
<td>4070739</td>
<td>$80.43</td>
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<tr>
<td>Electronic distribution - NO MEDIA</td>
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<tr>
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<td>$8,047.44</td>
</tr>
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</table>
Billing Address:
DUPAGE COUNTY
ACCOUNTS PAYABLE
7900 ROUTE 53
WOODRIDGE, IL 60517-3277
Phone: (630) 985-7400
Payment Terms:

<table>
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<tr>
<th>DELIVER TO</th>
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<tbody>
<tr>
<td>Shipping Address:</td>
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<tr>
<td>DUPAGE COUNTY</td>
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<td>ATTN: JAY PUCKETT</td>
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<tr>
<td>7900 ROUTE 53</td>
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<tr>
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<tr>
<td>Phone: (630) 985-7400</td>
</tr>
<tr>
<td>Shipping Method: UPS Ground (1-2 day)</td>
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</table>

<p>| | |</p>
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<td>$8,047.44</td>
</tr>
</tbody>
</table>

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

---

**CDWG Account Team - Jen and Meagan**

(866) 339-7925

[Email](mailto:jennandmeagan@cdwg.com)

---

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at [http://www.cdwg.com/content/terms-conditions/product-sales.aspx](http://www.cdwg.com/content/terms-conditions/product-sales.aspx)

For more information, contact a CDW account manager.

© 2018 CDW+G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.608.4239
### Purchase Requisition

**Procurement Services Division**

**Date:** Sep 5, 2018

**MinuteTraq (IQM2) ID #:** 13426

**Department Req #:** 18213

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: CDW-G</th>
<th>Vendor #: 10677</th>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Jen Lagoni</td>
<td>Email: <a href="mailto:jennandmegan@cdwg.com">jennandmegan@cdwg.com</a></td>
<td>Attn: Accounts Payable</td>
<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 206 N. Milwaukee Avenue</td>
<td>Address: 7900 S. Route 53</td>
<td>Room:</td>
<td></td>
</tr>
<tr>
<td>City: Vernon Hills</td>
<td>State: IL</td>
<td>Zip: 60061</td>
<td></td>
</tr>
<tr>
<td>Phone: 312-705-9093</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

| Dept: DuPage County Public Works | Division: |
| Attn: Accounts Payable | Email: pwaccountspayable@dupageco.org |
| Address: 7900 S. Route 53 | Room: |
| City: Woodridge | State: IL | Zip: 60517 |
| Phone: 630-985-7400 | Fax: 630-985-4802 |

**Send Payments To:**

| Vendor: CDW Goverment | Vendor #: 10677 | Dept: SAME | Division: |
| Attn: | Email: |
| Address: 75 Remittance Drive Suite 1515 | Address: |
| City: Chicago | State: IL | Zip: 60675-1515 | |
| Phone: | Fax: |

**Payment Terms**

<table>
<thead>
<tr>
<th>Use for PO25 only</th>
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**F.O.B.**

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<tr>
<th>Destination</th>
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**PO 20 Delivery Date**

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<tr>
<th>Requisitioner</th>
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</table>

**Requisitioner**

| Amy Arlowe |

**Use for PO25 only**

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

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**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
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</tr>
</tbody>
</table>

**Requisition Total**: $ 8,047

---

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

---

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

---

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

---
Required Vendor Ethics Disclosure Statement

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

Date: __________________________
Bid/Contract/PO #: __________________________

<table>
<thead>
<tr>
<th>Company Name: CDW Government LLC</th>
<th>Company Contact: Jenn Lagoni &amp; Meagan McKone McKone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 1-866-339-7925</td>
<td>Contact Email: <a href="mailto:jennandmeagan@cdwg.com">jennandmeagan@cdwg.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.

[Table]

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

[Table]

<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, read, and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Matt Flood

Title

Proposals Supervisor

Date

Feb 5, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
Requisition 25k and over
FM-P-0244-18

AWARDING RESOLUTION
ISSUED TO TRANE U.S. INC.
TO PROVIDE A PREVENTIVE / FULL SERVICE MAINTENANCE PROGRAM
FOR THE THREE POWER PLANT CHILLERS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: $313,659.00)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and U.S. Communities, the County of DuPage will contract with Trane U.S. Inc.; and

WHEREAS, the Public Works Committee recommends County Board Approval for the issuance of a contract purchase order, to provide a preventive maintenance program for the three (3) electric water chillers in the power plant, for the three-year period October 1, 2018 through September 30, 2021, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide a preventive maintenance program for the three (3) electric water chillers in the power plant, for the three-year period October 1, 2018 through September 30, 2021, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Trane U.S. Inc., 3600 Pammel Creek Road, La Crosse, WI 54601, for a contract total amount not to exceed $313,659.00.

Enacted and approved this 25th day of September, 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>
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<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<td>September 12, 2018</td>
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<td>OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

Decision Memo Required Per Cooperative Agreement

Laura Grobe Completed 09/12/2018 4:11 PM
Tim Harbaugh Completed 09/12/2018 4:35 PM
Nick Kottmeyer Completed 09/13/2018 8:17 AM
Kathy Ostrowski Completed 09/13/2018 10:07 AM
James McGuire Completed 09/14/2018 8:20 AM
Paul Rafac Completed 09/14/2018 10:28 AM
Tom Cuculich Completed 09/14/2018 10:51 AM
Kathy Ostrowski Completed 09/14/2018 10:53 AM
Public Works Committee Pending 09/18/2018 9:20 AM
Finance Committee Pending 09/25/2018 8:00 AM
County Board Pending 09/25/2018 10:00 AM
## Procurement Review Checklist

### Procurement Services Division

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

---

**Vendor:** Trane U.S. Inc.  
**Vendor #:** 10180  
**Dept:** Facilities Management  
**Contact:** Dan Baran  
**Contract Term:** 10/1/18 - 9/30/21  
**Contract Total:** $313,659.00  
**Phone:** 630-774-5696  
**Assigned:** PW 9/18/18  
**Committee:** CB 9/25/18

---

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

Recommendation for the approval of a contract purchase order to Trane U.S. Inc., to provide a preventive / full service maintenance program for the three (3) electric water chillers in the power plant, for the three (3) year period October 1, 2018 through September 30, 2021, for a contract total amount not to exceed $313,659.00.

### Reason for Procurement

It is necessary to have a preventive / full service maintenance program for the campus power plant chillers to ensure continued reliable cooling for the campus.

---

### FUNDING SOURCE

- ✔ Procurement budgeted for (FY and budget code(s)): 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 # __________ 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

- X Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS25)
- ❏ Per Coop (DPC4-107) select one below
  - U.S. Communities # 15-JLP-023
- □ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________ (Include Evaluation Summary if applicable)
- □ RENEWAL OF RFP # __________
- □ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- □ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- □ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- □ OTHER THAN LOWEST RESPONSIBLE, BID # __________

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>LG</td>
<td>Sep 5, 2018</td>
<td>H Mk 9/13/18</td>
<td>9-13-18</td>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
<td></td>
<td>9-13-18</td>
<td>Sm 9-14-18</td>
<td>9-14-18</td>
</tr>
</tbody>
</table>

---

**Chief Financial Officer**  
(Decision Memos Over $25,000)  
**Chairman's Office**  
(Decision Memos Over $25,000)
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Sep 5, 2018
MinuteTraq (IQM2) ID #: 13431
Department Requisition #: 

Requesting Department: Facilities Management
Department Contact: Dan Baran
Contact Email: dan.baran@dupageco.org
Contact Phone: 630-774-5696
Vendor Name: Trane U.S. Inc.
Vendor #: 10180

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 Trane U.S. Inc., to provide a preventive / full service maintenance program for the three (3) electric water chillers in the power plant, for the three (3) year period October 1, 2018 through September 30, 2021, for a contract total amount not to exceed $313,659.00.

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

A preventive / full service maintenance program for the three (3) electric water chillers in the power plant is necessary to ensure continued reliable cooling for the campus.

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
Proper cooling is necessary for the day to day operation of County business.

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

Trane U.S. Inc. holds Governmental Joint Purchasing contracts with U.S. Communities and GSA for HVAC equipment, installation, services and related products. Pricing was compared using these contracts to determine the best price for the County. The U.S. Communities Contract #15-JLP-023 pricing proposal offered a fixed rate price of $104,553 annually for three years. The GSA pricing proposal offered a 1 year rate of $106,279.79 with a 3.5% increase per each additional year.

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

1. Staff recommends securing a contract with Trane U.S. Inc. utilizing U.S. Communities Contract #15-JLP-023 pricing.
2. The second option is to send these services out to bid. This is not recommended. These services were previously bid in 2012 and 2013 resulting in a higher annual cost than currently offered through Governmental Joint Purchasing.

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

Monies have been budgeted for preventive / full service maintenance in 1000-1100-53300.
## Purchase Requisition
**Procurement Services Division**

**Date:** Sep 5, 2018

**MinuteTraq (IQM2) ID #:** 13431

**Department Req #:**

**RFP, Bid or Quote #:** USC#15-JLP-

---

### Send Purchase Order To:
- **Vendor:** Trane U.S. Inc.
  - **Vendor #:** 10180
- **Attn:** Jason Jellison
  - **Email:** jason.jellison@trane.com
- **Address:** 3600 Pammel Creek Road
  - **State:** WI
  - **Zip:** 54601
- **City:** La Cross
- **Phone:** 630-734-3200
  - **Fax:** 630-323-7480

### Send Invoices To:
- **Dept:** Facilities Management
- **Attn:** Tim Harbaugh
- **Address:** 421 N. County Farm Road
  - **State:** IL
  - **Zip:** 60187
- **City:** Wheaton
- **Phone:** 630-407-5700
  - **Fax:** 630-4007-5701

### Send Payments To:
- **Vendor:** Trane U.S. Inc.
  - **Vendor #:**
- **Attn:**
- **Email:**
- **Address:** PO Box 98167
  - **State:** IL
  - **Zip:** 98167
- **City:** Chicago
- **Phone:**
  - **Fax:**

### Ship To:
- **Dept:** Facilities Management
- **Attn:** Dan Baran
- **Email:** dan.baran@dupageco.org
- **Address:** 410 County Farm Road
  - **State:** IL
  - **Zip:** 60187
- **City:** Wheaton
- **Phone:** 630-774-5696
  - **Fax:**

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

### Use for PO25 only
- **Contract Administrator:** Laura Grobe
- **Contract Start Date:** Oct 1, 2018
- **Contract End Date:** Sep 30, 2021

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
1 | 36 | EA | Preventive Full Service Maintenance Program | | 1000 | 1100 | 53300 | 8,712.75 | 313,659 |
2 | | EA | | | | | | |
3 | | EA | | | | | | |
4 | | EA | | | | | | |
5 | | EA | | | | | | |

**Requisition Total:** $313,659

---

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

Preventive / Full Service Maintenance Program for the three (3) Power Plant chillers; to be billed monthly.

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

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

PW 09/18/18, CB 09/25/18
County of DuPage

Preventative Maintenance Program
Maintenance Agreement Program

The objective of this agreement is to insure reliable, efficient comfort for County of DuPage. Trane Chicago Service will accomplish this by providing knowledgeable, professional people to work with your building personnel. Working as a team, we can meet your objectives. Our commitment includes:

Assigned Service Team
Your service team will consist of an Account Executive and Factory Trained Service Technicians with extensive HVAC experience. Our technicians have a thorough understanding of controls, refrigeration and airside systems. Utilizing the correct diagnostic methods will ensure minimal downtime.

Energy and System Optimization
In order to assure effective environmental conditioning while minimizing the cost to operate the equipment, Trane technicians will review operating sequences and practices for the equipment covered by this agreement and advise you of energy saving opportunities.

Training
The cost of professional training always pays you back. We offer two annual operation and maintenance classes at our Willowbrook facility with the tuition fees waived. Additionally, we encourage questions during each service visit.

Complete Documentation
Complete documentation of all work performed on your equipment will be provided to you at the completion of each visit.

Priority Emergency Response
Our 24-hour Priority Emergency Response phone number is: (630) 734-3200. County of DuPage will receive Priority Emergency Response with a typical response time of less than two hours.

Discounts
County of DuPage will enjoy discounts on services needed in addition to this maintenance agreement:
- Discount off book price on Trane parts
- Discount off our prevailing labor rate
- Waiver of the four hour minimum charge

Automated Scheduling System
Trane Chicago Service utilizes a computerized scheduling program to assure that all services included in this agreement are performed.
# Equipment List

<table>
<thead>
<tr>
<th>Manufacture</th>
<th>Equipment Type</th>
<th>Model Number</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trane</td>
<td>Centrifugal</td>
<td>CDHF2000</td>
<td>L98M07403</td>
</tr>
<tr>
<td>Trane</td>
<td>Centrifugal</td>
<td>CVHF106</td>
<td>L99A00095</td>
</tr>
<tr>
<td>Trane</td>
<td>Centrifugal</td>
<td>CVHF106</td>
<td>L03A00012</td>
</tr>
</tbody>
</table>
## Scope of Maintenance Agreement Services

<table>
<thead>
<tr>
<th>Scope of Maintenance Agreement Services</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Preventative Maintenance</td>
<td>Yes</td>
</tr>
<tr>
<td>Annual Start-Up</td>
<td>Yes</td>
</tr>
<tr>
<td>Running Inspections (Qty.12)</td>
<td>Yes</td>
</tr>
<tr>
<td>Vibration Analysis</td>
<td>Yes</td>
</tr>
<tr>
<td>Oil Analysis</td>
<td>Yes</td>
</tr>
<tr>
<td>Repair Labor</td>
<td>Included</td>
</tr>
<tr>
<td>Replacement Parts</td>
<td>Included</td>
</tr>
<tr>
<td>Emergency Service</td>
<td>Yes</td>
</tr>
<tr>
<td>Training For Facility Staff</td>
<td>Yes</td>
</tr>
<tr>
<td>Written Reports</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Customer is responsible for waste oil disposal.**
**Scope of Maintenance Agreement Services**

**SCOPE OF WORK:**
Full coverage refrigeration service contract for three electric water chillers in the power plant. (i.e. including, but not limited to motors, pumps, tubes, electrical components, functional parts, etc.) The intent of this agreement is to provide full coverage for all parts, refrigerant, and labor associated with all repair and maintenance work for the specified equipment. Service shall include normal preventative maintenance as well as emergency (breakdown) call-out service.

**MAINTENANCE AGREEMENT**

**RUNNING INSPECTIONS**

Monthly (7 times/year) operation routine inspections shall be performed on all machines over the cooling season. The cooling season is defined as April 1st through November 1st. These inspections shall include all labor, materials, parts, components, and refrigerants where applicable, lubricants, expendable supplies, and test equipment required to do the preventative maintenance in accordance with the manufacturer's recommendations and to ensure that the equipment included in the document will operate to its full capacity as efficiently as possible. All work is to be performed during regular business hours from 8:00 a.m. through 4:30 p.m., on all chillers listed in Equipment Schedules including but not limited to the following:

A. Report to the County's representative, review the operating log and discuss and evaluate and correct any operating problems.

B. Log and evaluate the operation, condition, level, temperatures, pressures, etc. of, but not limited to the following:

- High temperature hot water in/out temperatures
- General operating condition
- Refrigerant charge, level and temperature
- Purge/vacuum pump operation
- All operating, limit and safety controls
- Hours of operation
- Start counts
- Chilled water in/out temperature
- Chilled water flow and pump suction and discharge pressures
- Condenser water in/out temperatures
- Condenser flow and pump suction and discharge pressures
- Oil level, sump pressure, temperature and supply pressure
- Load side voltage and amperage
- Starter voltage amperage and voltage
- Leak test with leak detector
- Lubricate as per equipment manufacturer recommendations
- Dilute and strong solution temperature/level
- Chilled and condenser water pumps line voltage/amperage
Scope of Maintenance Agreement Services

ANNUAL PREVENTATIVE MAINTENANCE (ONE TIME PER YEAR)

Annual preventative maintenance up will be performed one (1) time per year at the end of the operating season. This inspection shall include all labor, material, parts, components, lubricants, expendable supplies and test equipment to do the preventative maintenance in accordance with the Chiller manufacturer's recommendations. All work is to be performed during regular business hours from 8:00 a.m. through 4:30 p.m., on chillers listed in the equipment schedules and will include but is not limited to the following:

A. Report to the County's representative.

B. Perform the following operations:
   - Brush clean all condenser and absorber tubes
   - Pressurize chiller and perform leak test
   - Perform lithium bromide/refrigerant water analysis. Provide copy of analysis to County.
   - Add any necessary additives or inhibitors.
   - Perform Spectrochemical Oil Analysis, change if necessary. Provide a copy of analysis and recommendations to County.
   - Change oil filters
   - Check oil heater operation
   - Inspect purge system-change oil and oil filter
   - Inspect; tighten all starter connections, contactors and rectifiers.
   - Check vacuum
   - Lubricate all motors, valves, linkages and pumps
   - Check/clean purge system
   - Calibrate all controls

C. The brush clean condenser tubes operation shall include internal tube brush cleaning and visual tube inspection of the heat exchanger waterside tubes. Tube cleaning and inspection shall include heat exchanger head removal and replacement including all related materials.

D. Repair, replace and or calibrate any deficiencies found during this inspection including the additional of fluids and refrigerants.

E. Provide a written inspection report to the County.
ANNUAL START-UP (ONE TIME PER YEAR)

Annual start-up will be provided one (1) time per year on the chillers listed in the equipment schedules prior to the seasonal start-up date of the facility as scheduled by the Facilities Manager. This inspection shall include all labor, material, parts, components, lubricants, expendable supplies, refrigerants and test equipment to do the maintenance in accordance with the Chiller manufacturer’s recommendations. All work is to be performed during regular business hours from 8:00 a.m. through 4:30 p.m., and will include but is not limited to the following:

E. Report to the County’s representative

F. Log and evaluate the operation, condition and or level of the following:
   - Adjust and calibrate as required:
   - Check operating condition, refrigerant charge, purge and vacuum pump operation
   - Rebuild vacuum pump
   - Clean tube line strainers
   - Calibrate/check all pneumatic/electronic operating and safety controls/relays
   - Calibrate/check all differential pressure and flow switches
   - Check/calibrate all steam control valves
   - Vane position and shaft oiler
   - Hours of operation and start counts
   - Absorber, condenser and chilled water temperature in/out
   - Evaporator, absorber and condenser pressure drop
   - Refrigerant temperature
   - Dilute solution saturation temperature and concentration
   - Absorber solution level, temperature in/out
   - Oil level, sump pressure, temperature and supply pressure
   - Load side voltage amperage
   - Starter voltage and amperage
   - Leak test
   - Replace lithium bromide filters
   - Lubricate as per manufacturers recommendations
   - Test and cycle all equipment
   - Perform lithium bromide/refrigerant water analysis. Provide copy of analysis to County.

G. Repair, replace and or calibrate any deficiencies found during this inspection including the addition of fluids and refrigerants.

H. Provide a written inspection report to the County.

VIBRATION ANALYSIS (ONE TIME PER YEAR)

Perform annual vibration analysis on all the centrifugal equipment listed in the Equipment schedules. Provide two (2) copies of the report to the County. This report will include copies of all data collected readouts, trending, and vibration plots, recommendations and all information necessary to accurately evaluate equipment conditions.

EMERGENCY SERVICE

Emergency Service shall be available 210 days per year (based on a 7-month cooling season), 24 hours per day at no additional cost. The service technician shall arrive on site within ninety (90) minutes of notification from the Facilities Manager or his designee. All necessary parts, fluids, refrigerants and tools are the responsibility of the service provider. If contractor is unable to repair chillers within twelve hours when the local Wheaton temperature exceeds 73 degrees Fahrenheit and 40% humidity outside air during cooling season, which is defined as April 1st through November 1st, the County reserves the right to contract directly with another vendor to facilitate repairs, and deduct the cost of those necessary repairs from the contract amounts due to the contractor.
Scope of Maintenance Agreement Services

REFRIGERANT REPLACEMENT

The chiller maintenance agreement shall include for the cost of refrigerant replacement in the event of refrigerant loss. Replacement refrigerant shall be of the same type, quantity and shall be virgin (no recycled) type.

REFRIGERANT PUMP-OUT

The county has a portable refrigerant pump-out assembly capable of accepting the entire refrigerant charge of the largest (2000-ton) machine. The chiller maintenance contractor may utilize this device if refrigerant pump-out is necessary.

DISPOSAL OF WASTE

The county shall dispose of any waste material accumulated because of this contract; however, all waste material (oil, etc.) shall be presented to the county staff in appropriately marked and sealed containers for disposal by the County.

MAJOR REPAIRS

The service contractor shall be responsible for all required repairs (parts, labor, and refrigerant) as part of this contract. The only exceptions are repairs that are required because of inadequate water treatment.

REFRIGERANT MONITOR

The service contractor shall be responsible for all required repairs (parts, labor) as part of this contract.

Rotor Replacement

Trane will cover 1 rotor failure per year.
EMERGENCY SERVICE

Emergency Service shall be available 210 days per year (based on a 7-month cooling season), 24 hours per day at no additional cost. The service technician shall arrive on site within ninety (90) minutes of notification from the Facilities Manager or his designee. All necessary parts, fluids, refrigerants and tools are the responsibility of the service provider. If contractor is unable to repair chillers within twelve hours when the local Wheaton temperature exceeds 73 degrees Fahrenheit and 40% humidity outside air during cooling season, which is defined as the April 1st through November 1st, the County reserves the right to contract directly with another vendor to facilitate repairs, and deduct the cost of those necessary repairs from the contract amounts due to the contractor.
Customer Acceptance

Effective Date
- Start Date: October 1, 2018
- End Date: September 30, 2021

This agreement shall remain in effect from year to year thereafter, unless terminated by either party at least 30 days prior to the anniversary date.

Equipment Serviced
See equipment list page for a list of equipment included in this service agreement.

Agreement Pricing
Trane Chicago Service will furnish the services, as stipulated in the scope of coverage, for the following amount. Agreement pricing is subject to adjustment at anniversary date. Please indicate payment plan below by initialing the appropriate line.
USC Contract Number 15-JLP-023

<table>
<thead>
<tr>
<th>Payment Plan</th>
<th>Pricing</th>
<th>Initial &amp; Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly investment:</td>
<td>$104,553.00</td>
<td>___________</td>
</tr>
</tbody>
</table>

Submitted By: Jason Jellison  Date: 9/4/18

Customer Acceptance  Approval - Trane Chicago

Name (Please Print): ________________________________
Signature: ________________________________
Title: ________________________________  Sales Manager
Date: ________________________________  Trane Chicago Service
Purchase Order: ________________________________

* This agreement is subject to the attached Terms and Conditions *
Trane Contract

HVAC Products, Installation, Services and Related Products and Services

Lead Agency:
Harford County Public Schools, MD

Contract Number:
15-JLP-023

3 year initial term, October 1, 2015 through September 30, 2018
Option to renew for (1) additional (2) year periods
The contract is renewed for two (2) years, effective October 1, 2018 through September 30, 2020

Contract Updates
Contract Renewal added on April 4, 2016

Postings
Number of suppliers who responded to RFP: 1

<table>
<thead>
<tr>
<th>Posting Information</th>
<th>Date Posted</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Communities: Current Solicitations</td>
<td>June 11, 2015 - August 13, 2015</td>
</tr>
<tr>
<td>Onvia DemandStar</td>
<td>June 11, 2015 - August 13, 2015</td>
</tr>
<tr>
<td>Harford County Public Schools</td>
<td>June 11, 2015 - August 13, 2015</td>
</tr>
<tr>
<td>Oregon Association of Counties</td>
<td>June 11, 2015 - August 13, 2015</td>
</tr>
</tbody>
</table>

Energy Savings Performance Contracting Technical Energy Audit Services

Lead Agency:
Port of Portland, OR

Contract Number:
1153

6 year initial term, December 1, 2017 - December 3, 2023
Option to renew for (1) additional (5) year period

Contract Updates
Contract Amendment 1 added on February 13, 2018

Postings
Number of suppliers who responded to RFP: 4

<table>
<thead>
<tr>
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<tbody>
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<td>U.S. Communities: Current Solicitations</td>
<td>Aug. 15, 2017 - Sep 15, 2017</td>
</tr>
<tr>
<td>Onvia DemandStar</td>
<td>Aug. 15, 2017 - Sep 15, 2017</td>
</tr>
</tbody>
</table>

Contract Documents:

Trane Contract 15-JLP-023
Parts Pricing
Harford County Public Schools
Contact Information
Pricing Clarification
Contract Renewal

RFP Documents:

RFP 15-JLP-023
RFP 15-JLP-023 Addendum 1
RFP 15-JLP-023 Addendum 2
RFP 15-JLP-023 Addendum 3
RFP 15-JLP-023 Postings

Contrac t Documents:

Trane Contract 1153
Contract Amendment

RFP Documents:

RFP 2017-7473
Schedule 1 Pricing Scenario
Schedule 2 Pricing Scenario
RFP 2017-7473 Addendum 1
RFP 2017-7473 Addendum 2
RFP 2017-7473 Addendum 3
RFP 2017-7473 Postings
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: Trane US Inc
Contact Phone: 630-734-6165
Company Contact: Edward Harding
Contact Email: etharding@trane.com

Bid/Contract/PO #: 

Date: 9/5/2018

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

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

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>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

Edward Harding

Title

Sales Leader

Date

9/5/2018

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

2018-226
## PROCUREMENT REVIEW CHECKLIST
### REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>REQUESTING DEPT.</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>09/06/2018 9:54 AM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>09/06/2018 1:07 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/07/2018 4:31 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>09/10/2018 1:32 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>09/11/2018 6:19 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/12/2018 11:14 AM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Pending</td>
<td>09/18/2018 9:20 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

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

---

<table>
<thead>
<tr>
<th>Vendor: Temperature Equipment Corp.</th>
<th>Vendor #: 10120</th>
<th>Contract Term: N/A</th>
<th>Contract Total: $8,835.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Amy Arowe</td>
<td>Phone: 630-985-7400</td>
<td>Assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Purchase of an HVAC unit and accessories for the South East Regional Water Facility (SERWF) in the amount of $8,835 per Quote #Q18-179-PW.

**Reason for Procurement**
This HVAC unit will replace the original unit that is over 30 years old and beyond repair. The unit is needed to heat and cool the SERWF facility that houses offices and piping and controls for the water distribution system.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 2000-2640-52250
- Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-179-PW (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid #
- Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under $35,000.00
- Public Utility
- PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval Date</th>
<th>If Approval, if required Date</th>
</tr>
</thead>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9/10/18</td>
<td>9/10-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRM</td>
<td>TOTAL PRICE</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>LEXINGTON CORPORATE ENTERPRISES, INC</td>
<td>$8,835.00</td>
<td></td>
</tr>
<tr>
<td>D/B/A TEMPERATURE EQUIPMENT CORPORATION</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:
1) FOR NO BID FIRMS, THREE FIRMS WERE CONTACTED - TWO OF THEM DO NOT SELL RETAIL. PROVIDES UNIT WITH INSTALLATION ONLY. ONE FIRM DOES NOT PROVIDE CARRIER BRAND REQUESTED.

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>38</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Requesting Documents</td>
<td>5</td>
</tr>
<tr>
<td>Total Responses Received</td>
<td>1</td>
</tr>
<tr>
<td>Event Open Date</td>
<td>08/16/18 @ 10:00 A.M.</td>
</tr>
<tr>
<td>Attended</td>
<td>GV</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Date:** Sep 5, 2018

**MinuteTraq (IQM2) ID #:** 13425

**Department Req #:** 18213

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Temperature Equipment Corp</th>
<th>Dept: DuPage County Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Daniel Moore Email: <a href="mailto:dmoore@tecmungo.com">dmoore@tecmungo.com</a></td>
<td>Attn: Accounts Payable Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 17725 Volbrecht Road</td>
<td>Address: 7900 S. Route 53</td>
</tr>
<tr>
<td>Phone: 708-418-0900 Fax: 708-418-5100</td>
<td>Phone: 630-985-7400 Fax: 630-985-4802</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: Temperature Equipment Corp</th>
<th>Dept: DuPage County Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Accounts Payable Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
<td>Attn: Email:</td>
</tr>
<tr>
<td>Address: 17725 Volbrecht Road</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone: 708-418-0900 Fax: 708-418-5100</td>
<td>Phone: 630-985-7400 Fax: 630-985-4802</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
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<tr>
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<th>Dept: DuPage County Public Works</th>
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</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td>Attn: Email:</td>
</tr>
<tr>
<td>Address: 17725 Volbrecht Road</td>
<td>Address:</td>
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<td>Phone: 708-418-0900 Fax: 708-418-5100</td>
<td>Phone: 630-985-7400 Fax: 630-985-4802</td>
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</tbody>
</table>

**Ship To:**

<table>
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<th>Dept: DuPage County Public Works</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
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<td>Address:</td>
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<tr>
<td>Phone: 708-418-0900 Fax: 708-418-5100</td>
<td>Phone: 630-985-7400 Fax: 630-985-4802</td>
</tr>
</tbody>
</table>

**Payment Terms:**

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
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<tbody>
<tr>
<td>PO25 only</td>
<td></td>
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<td></td>
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</table>

**F.O.B.:** PO 20 Delivery Date

<table>
<thead>
<tr>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy Arlowe</td>
</tr>
</tbody>
</table>

**Use for:**

<table>
<thead>
<tr>
<th>PO25 only</th>
</tr>
</thead>
</table>

---

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

| 1 | 1 | EA | HVAC unit and accessories per Quote #Q18-179-PW | 2000 | 2640 | 52250 | 8,835.00 | 8,835.00 |
| 2 | 0 | EA | | |

**Requisition Total** $8,835.00

---

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

---

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

---

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

Date: 8/28/18

Company Name: Temperature Equip Corp
Company Contact: Daniel Moore
Contact Phone: 708-418-7586
Contact Email: dmoore@tecunigo.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 $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 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, kind of service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

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/

Thereby acknowledge that I have read and have read and understand these requirements.

Authorized Signature

Printed Name: David Yanow
Title: Executive Vice President
Date: 8/28/18

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

2018-227
# 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>
</tr>
</thead>
<tbody>
<tr>
<td>August 31, 2018</td>
<td>$20,907.00</td>
<td>SEPTEMBER 19, 2018 THROUGH NOVEMBER 30, 2018</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>Completed</td>
<td>08/31/2018 2:39 PM</td>
</tr>
<tr>
<td>Tim Harbaugh</td>
<td>Completed</td>
<td>08/31/2018 3:07 PM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>08/31/2018 3:13 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/06/2018 11:15 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>09/07/2018 12:08 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>09/11/2018 6:21 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>09/12/2018 11:00 AM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Pending</td>
<td>09/18/2018 9:20 AM</td>
</tr>
</tbody>
</table>
Procurement Review Checklist
Procurement Services Division

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

Vendor: Construction Management Corporation of America d/b/a Briggs Paving
Vendor #: 9653

Dept: Facilities Management
Contact: Tim Harbaugh
Phone: 630-407-5700

Contract: 09/19/18 through 11/30/18
Total: $20,907.00

Assigned: Public Works Committee: 09/18/18

Description of Procurement/Scope of Work/Background: Recommendation for the approval of a contract purchase order to mill asphalt, resurface and stripe lot at the Care Center, for Facilities Management, for a total contract amount not to exceed $20,907.00, per lowest responsible bid #18-121-DT. Job #1804204

Reason for Procurement: Existing pavement is old, worn and deteriorating.

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 6000-1220-54010
☐ Budget Transfer (Date) ____________________________ Additional Information

DECISION MEMO NOT REQUIRED

☑ LOWEST RESPONSIBLE QUOTE # or Bid # 18-121-DT (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 S10/2 (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)

MV
date Aug 30, 2018
Prepared by
Date
Recommended for Approval 8-31-18
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Buyer September 6-18
Date
Procurement Officer 9-7-18
Date

Chief Financial Officer September 11-18
Date
Chairman’s Office (Decision Memos Over $25,000)
Date

Form optimized for Acrobat and Adobe Reader Version 9 or Later

Attachment: Construction Management Corporation of America d/b/a Briggs Paving - Checklist (2018-227 : FM-Construction Mgmt Corp./d/b/a)
DuPAGE COUNTY PROCUREMENT SERVICES
BID #18-121-DT
MILL, ASPHALT, RESURFACE & STRIPE LOT AT CARE CENTER
BID OPEN: 08/29/18 @ 2:00 P.M.
BID TABULATION

<table>
<thead>
<tr>
<th>Firm</th>
<th>Total Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Management Corporation of America d/b/a Briggs Paving</td>
<td>$18,180.00</td>
</tr>
<tr>
<td>Abbey Paving Company</td>
<td>$23,035.00</td>
</tr>
<tr>
<td>Meyer Paving Inc.</td>
<td>$23,211.60</td>
</tr>
<tr>
<td>Advantage Paving Solutions</td>
<td>$25,815.00</td>
</tr>
<tr>
<td>TAT Enterprises Inc.</td>
<td>$27,915.00</td>
</tr>
<tr>
<td>J &amp; R</td>
<td>$27,990.00</td>
</tr>
<tr>
<td>M &amp; J Asphalt Paving Company, Inc.</td>
<td>$29,878.15</td>
</tr>
</tbody>
</table>

NOTES: Facilities Management has requested a Contingency of 15%: $2,727.00 Total Bid Price + Contingency = $20,907.00

| Invitations Sent                          | 65 |
| Potential Bidders Requesting Bid Documents | 17 |
| Total Bid Responses Received              | 7  |
| Bid Opening Attended                      | DT, CH |
# Purchase Requisition

## Procurement Services Division

**Date:** Aug 30, 2018  
**MinuteTraq (IQM2) ID #:** 13398  
**Department Req #:**  
**RFP, Bid or Quote #:** Bid#15-121

### Send Purchase Order To:

- **Vendor:** Construction Management Corporation of America d/b/a Briggs Paving  
- **Vendor #:**  
- **Attn:** Tim Baker  
- **Email:** tbaker@briggspaving.net  
- **Address:** 5106 Walnut Avenue  
- **City:** Downers Grove  
- **State:** IL  
- **Zip:** 60515  
- **Phone:** 630-963-7800  

### Send Invoices To:

- **Dept:** Facilities Management  
- **Division:**  
- **Attn:** Tim Harbaugh  
- **Email:** mary.ventrella@dupageco.org  
- **Address:** 421 N. County Farm Road  
- **Room:** 2-700  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-5700  
- **Fax:** 630-4007-5701

### Send Payments To:

- **Vendor:** Construction Management Corporation of America d/b/a Briggs Paving  
- **Vendor #:**  
- **Attn:**  
- **Email:**  
- **Address:** 5106 Walnut Avenue  
- **City:** Downers Grove  
- **State:** IL  
- **Zip:** 60515  
- **Phone:**  

### Ship To:

- **Dept:** Facilities Management  
- **Division:**  
- **Attn:** Geoffrey Matteson  
- **Email:** geoffrey.matteson@dupageco.org  
- **Address:** 400 N. County Farm Road  
- **Room:**  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-200-7973  
- **Fax:**

### Payment Terms

- **F.O.B.:**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Other Contractual Expenses</td>
<td>6000</td>
<td>1220</td>
<td>54010</td>
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<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>Contingency of 15%</td>
<td>6000</td>
<td>1220</td>
<td>54010</td>
<td>2,727.00</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $20,907

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

Purchase order to mill asphalt, resurface and stripe lot at the Care Center, 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: 09/18/18  Job #1804204
**Required Vendor Ethics Disclosure Statement**

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

**Bid/Contract/PO #:** 18-121-DT

<table>
<thead>
<tr>
<th>Company Name: Construction Management Corp. of America dba Briggs Paving</th>
<th>Company Contact: Tim Baker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: (708) 819-4687</td>
<td>Contact Email: tbaker@briggs paving.net</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<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>Add Line</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

**Authorized Signature**

**Printed Name** James W. Briggs

**Title** President

**Date** 08/24/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page N/A of N/A (total number of pages)
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 Synergy Systems Inc., to provide replacement of the boiler controls, control system and front-end server/user interface for each of the three existing HTHW control systems at the Power Plant, for the period through November 30, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide replacement of the boiler controls, control system and front-end server/user interface for each of the three existing HTHW control systems at the Power Plant, for the period through November 30, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Synergy Systems Inc., 1982 Ohio Street, Lisle, IL  60532, for a total contract amount not to exceed $259,519.35, per lowest responsible bid #18-089-DT.

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
<th></th>
<th>THROUGH NOVEMBER 30, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
<td>August 31, 2018</td>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$259,519.35</td>
<td>REQUESTING DEPT.</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td>FACILITIES MANAGEMENT</td>
<td></td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

- Laura Grobe       Completed 08/31/2018 3:36 PM
- Tim Harbaugh      Completed 08/31/2018 3:53 PM
- Nick Kottmeyer    Completed 08/31/2018 4:03 PM
- Kathy Ostrowski   Completed 09/04/2018 3:52 PM
- James McGuire     Completed 09/05/2018 5:48 PM
- Paul Rafac        Completed 09/06/2018 5:45 PM
- Kathy Ostrowski   Completed 09/12/2018 2:39 PM
- Public Works Committee Pending 09/18/2018 9:20 AM
- Finance Committee Pending 09/25/2018 8:00 AM
- County Board      Pending 09/25/2018 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: Synergy Systems Inc.</th>
<th>Vendor #: 29649</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Dan Baran</td>
</tr>
<tr>
<td></td>
<td>Phone: 630-774-5696</td>
</tr>
<tr>
<td>Contract Term: 9/26/18 - 11/30/19</td>
<td>Contract Total: $259,519.35</td>
</tr>
<tr>
<td>Assigned PW 9/18/18</td>
<td>Committee: CB 9/25/18</td>
</tr>
</tbody>
</table>

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

Recommendation for the approval of a contract purchase order to provide replacement of the boiler controls, control system and front-end server/user interface for each of the three existing HTHW control systems at the Power Plant, for Facilities Management, for the period through November 30, 2019, for a total contract amount not to exceed $259,519.35, per lowest responsible bid #18-089-DT

**Reason for Procurement**

The current boiler control system is obsolete and no longer supported.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 6000-1220-54010

**DEcision Memo Not Required**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-089-DT (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 SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00  Public Utility
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
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<tr>
<td></td>
<td>Aug 31, 2018</td>
<td>8/31/18</td>
<td></td>
<td></td>
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</table>

**REVIEWED BY** (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<tbody>
<tr>
<td></td>
<td>9-5-18</td>
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<td>9-10-18</td>
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</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
<td>9-6-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
| FIRM                          | ITEM 1 TOTAL BASE BID | ITEM 2 TOTAL BASE BID | ITEM 3 TOTAL ALTERNATE 1 OPTION | ITEM 4 TOTAL ALTERNATE 2 OPTION | TOTAL BID PRICE  
<table>
<thead>
<tr>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SYNERGY SYSTEMS INC. (ALTERNATE)</td>
<td>$94,117.00</td>
<td>$134,132.00</td>
<td>($2,580.00)</td>
<td>0</td>
<td>$225,669.00</td>
</tr>
<tr>
<td>SYNERGY SYSTEMS INC.</td>
<td>$100,372.00</td>
<td>$140,247.00</td>
<td>($2,550.00)</td>
<td>0</td>
<td>$238,069.00</td>
</tr>
<tr>
<td>ADVANCED BOILER CONTROL SERVICES, INC.</td>
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<td>$296,285.60</td>
<td>($18,350.00)</td>
<td>0</td>
<td>$487,066.96</td>
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<tr>
<td>VORIS MECHANICAL, INC.</td>
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<td>$306,650.00</td>
<td>($15,050.00)</td>
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<td>$506,000.00</td>
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</table>

**NOTES:**
Facilities Management has requested a Contingency of 15%. Item 1 & 2 Total Base Bid + Alternates 1 & 2 + Contingency = $

---

<table>
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<tr>
<td>Total Responses Received</td>
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</tr>
<tr>
<td>Event Open Date</td>
<td>08/02/2018 @ 2:00 pm</td>
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<tr>
<td>Attended</td>
<td>JEM/CH</td>
</tr>
</tbody>
</table>

Attachment: Bid Tab 18-089-DT (FM-P-0245-18 : FM Synergy Systems Inc.)
### Purchase Requisition

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Synergy Systems Inc.</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Mark Urda</td>
<td>Email: <a href="mailto:mvurda@synsysinc.com">mvurda@synsysinc.com</a></td>
</tr>
<tr>
<td>Address: 1982 Ohio Street</td>
<td>State: IL Zip: 60532</td>
</tr>
<tr>
<td>City: Lisle</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-724-1960</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Vendor: Synergy Systems Inc.</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Tim Harbaugh</td>
<td>Email: <a href="mailto:laura.grobe@dupageco.org">laura.grobe@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td>Fax: 630-4007-5701</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Vendor: Synergy Systems Inc.</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Dan Baran</td>
<td>Email: <a href="mailto:dan.baran@dupageco.org">dan.baran@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 410 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-774-5696</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Tim Harbaugh</td>
<td>Email: <a href="mailto:laura.grobe@dupageco.org">laura.grobe@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 410 N. County Farm Road</td>
<td>Room:</td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-774-5696</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

---

**Payment Terms**

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Per 50 ILCS 505/1</th>
<th>Destination</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Laura Grobe</td>
</tr>
</tbody>
</table>

**Use for**

<table>
<thead>
<tr>
<th>PO25 only</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Laura Grobe</td>
<td>Sep 26, 2018</td>
<td>Nov 30, 2019</td>
<td></td>
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</tbody>
</table>

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acct Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Boiler Controls Replacement</td>
<td>6000</td>
<td>1220</td>
<td>54010</td>
<td></td>
<td></td>
<td></td>
<td>225,669.00</td>
<td>225,669</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LO</td>
<td>Contingency</td>
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<td>1220</td>
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<td></td>
<td>33,850.35</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $259,519.35

---

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

Replace boiler controls, control system and front-end server/user interface for three HTHW control systems at the Power Plant.

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

Project #1702503

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

PW 9/18/18, CB 9/25/18

---

---
# Required Vendor Disclosure Statement

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Synergy Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Contact:</td>
<td>Mark Urda</td>
</tr>
<tr>
<td>Contact Phone:</td>
<td>(630) 724-1960</td>
</tr>
<tr>
<td>Bid/Contract/ PO:</td>
<td>BID 18-089DT Boiler Controls Replacement</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 $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.

I have made the following campaign contributions within the current and previous calendar year:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each added sheet and number each page _ (6) of _ (total pages).

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 and shall update such disclosure with any changes that may occur.

<table>
<thead>
<tr>
<th>Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</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 of the county’s ethics and procurement policies and ordinances are available at [http://www.dupageccc.org/CountyBoard/Policies/](http://www.dupageccc.org/CountyBoard/Policies/)

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

Authorized Signature

Signature on file

Printed Name

Mark V. Urda

Title

President

Date

August 1, 2018

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

Company Name: American Combustion Service, Inc.
Company Contact: Frank M. Lacny  Contact Phone: (773) 737-9200
Bid/Contract/PC: 1Q - 6Q - 0

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 $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.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;NONE&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

Attach additional sheets if necessary. Sign each added sheet and number each page __ (fi) of __ (total pages).

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<table>
<thead>
<tr>
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<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Urda</td>
<td>(630) 724-1960</td>
<td><a href="mailto:MVUrda@SynSysInc.com">MVUrda@SynSysInc.com</a></td>
</tr>
<tr>
<td>Randy Note</td>
<td>(630) 724-1960</td>
<td><a href="mailto:RJMeier@SynSysInc.com">RJMeier@SynSysInc.com</a></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 requests for change order except those issued by the county for administrative adjustments.

The full text of 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: Frank M. Lacny
Title: President
Date: 08/01/18

Signature on file

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.
Requisition under 25k dollars

2018-228
**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>September 5, 2018</td>
<td>$24,900.00</td>
<td>SEPTEMBER 18, 2018 THROUGH JUNE 30, 2019</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

- **Angela Bendinelli**
  - Completed 09/05/2018 3:26 PM
- **Nick Kottmeyer**
  - Completed 09/05/2018 4:17 PM
- **Kathy Ostrowski**
  - Completed 09/06/2018 12:17 PM
- **James McGuire**
  - Completed 09/10/2018 8:17 AM
- **Paul Rafac**
  - Completed 09/11/2018 6:20 PM
- **Kathy Ostrowski**
  - Completed 09/12/2018 11:06 AM
- **Public Works Committee**
  - Pending 09/18/2018 9:20 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: Baker Tilly Virchow Krause, LLP</th>
<th>Vendor #: 13/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Stan Spera</td>
</tr>
<tr>
<td>Phone: 630-985-7400</td>
<td>Assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

## Description of Procurement/ Scope of Work/ Background

To provide a professional independent Public Works sewer and water rate analysis for 2019 to 2022 not to exceed $24,900.

## Reason for Procurement

The Public Works ordinance requires that user charges are reviewed on at least a four (4) year basis by an independent rate consultant to ensure that the sewer and water rates are sufficient to support operation. This rate study will establish the proper sewer and water rates for the next 4 years to ensure continued operational viability.

## FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 2000-2665-53090
- 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 Certification 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 # 18-130-JM (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>
</tr>
</thead>
</table>

## REVIEWED BY (Initials Only)

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

Date: Sep 5, 2018

MinuteTraq (IQM2) ID #: 13417

Attachment: Baker Tilly - Procurement checklist (2018-228 : PW Baker Tilly Virchow Krause LLP)
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: Sep 5, 2018
MinuteTraq (IQM2) ID #: 13417
Department Requisition #: 18213059

Requesting Department: Public Works
Department Contact: Stan Spera
Contact Email: stanley.spera@dupageco.org
Contact Phone: 630-985-7400
Vendor Name: Baker Tilly Virchow Krause, LLP
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Approval of a new contract with Baker Tilly Virchow Krause, LLP for completion of the 2019-2022 Public Works rate analysis not to exceed $24,900.00

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The Public Works ordinance requires that the Department retain the services of an independent expert to complete a sewer and water rate analysis for the Public Works Department. This analysis will then be the basis for departmental rates over the next four (4) year.

Strategic Impact
Financial Planning - Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
Periodically the Public Works Department completes an independent rate analysis to help establish the required sewer, sewer maintenance, water and administration fee rates. The last rate study was completed in 2015. This study is necessary to ensure proper long term departmental funding for operation and maintenance functions and required capital improvements. Over the past several years major changes have occurred within the Public Works Department such as changes in environmental regulations & improvements, new housing developments in unincorporated DuPage County and updating of intergovernmental agreements. This rate study will incorporate an engineering study, a 10-15 year master plan, and a long-term capital improvement plan. The establishment of proper rates within the department will ensure continued environmental compliance and operational viability.

Source Selection/Vetting Information - Describe method used to select source.
Request for Proposals (RFP) were scored by Public Works and Procurement staff. Baker Tilly Virchow Krause scored highest on all of the criteria. Baker Tilly has a team of professionals specializing in rate analysis. They have an in depth understanding of the operational differences among public utilities and have an understanding of DuPage County Public Works Department through their financial audit work.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1. Hire Baker Tilly Virchow Krause, LLP to complete the Public Works Rate Study, recommended due to their expertise in this field and their familiarity with the operations of the Public Works Department.
2. Hire the other RFP respondent. Not recommended due to the advanced experience and high RFP scoring of Baker Tilly Virchow Krause, LLP.

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.
All expenditures associated with this contract will be removed from budget code 2000-2665-53090-16-53090.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND BAKER TILLY VIRCHOW KRAUSE, LLP FOR WATER AND SEWER UTILITY SYSTEM RATE STUDY

THIS AGREEMENT, made this 18th day of September, 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 BAKER TILLY VIRCHOW KRAUSE, LLP, a limited liability partnership, licensed to do business in the State of Illinois, with offices at 1301 W. 22nd Street, Suite 400, Oak Brook, Illinois 60523-3389; (hereinafter referred to as the CONSULTANT).

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to own and operate potable water distribution, and sanitary sewerage and waste treatment systems and to enter into agreements for purposes related to the operation of 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 sanitary sewer and water distribution systems; and

WHEREAS, the County had adopted the DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance to govern the operations of its sanitary sewer and water distribution system and to set the rates for the use thereof; and

WHEREAS, the DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance requires that the COUNTY review its user charges at least once every four (4) years; and

WHEREAS, the COUNTY has further completed a 20-year facility plan identifying required capital improvements; and

WHEREAS, the COUNTY must ensure sufficient funding is available for the required capital improvements to ensure compliance with applicable state and federal regulations; and

WHEREAS, the COUNTY requires professional rate analysis services from the CONSULTANT to conduct an independent rate study of its water and sanitary sewer utilities to assist the COUNTY with determining future user rates; and
WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such water and sewer utility system rate study services and is willing to perform the required services for an amount not to exceed Twenty Four Thousand Nine Hundred Dollars and 00/100 ($24,900.00); 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, 2019, 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 by 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 exceed Twenty Four Thousand Nine Hundred Dollars and 00/100 ($24,900.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

6.3 For work performed by the CONSULTANT, the COUNTY shall pay CONSULTANT the rates established in Exhibit “A”. Total compensation for the CONSULTANT’S performance of every task shall be Twenty Four Thousand Nine Hundred dollars and 00/100 ($24,900.00).

6.4 RESERVED.

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 on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the Superintendent directs, the deliverables specified in "A" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 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.

8.4 CONSULTANT’S insurance required by Paragraphs 8.1.c, above, shall name the COUNTY, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state: “The County of DuPage, its officers, employees and agents 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.”

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, 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 5/1-101, 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, 2019, 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, 2019.

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

17.5 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:

Baker Tilly Virchow Krause LLP
1301 W. 22nd Street, Suite 400
Oak Brook, Illinois 60523-3389
ATTN: Vicki Hellenbrand

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

COUNTY OF DUPAGE

NICHOLAS W. KOTTMEYER, P.E.
SUPERINTENDENT

NAME:
TITLE:

BAKER TILLY VIRCHOW KRAUSE LLP

ATTEST BY:

ANGELA M. BENDINELLI
ADMINISTRATIVE ASSISTANT

NAME:
TITLE:
EXHIBIT "A"

Water and sewer utility rate analysis from industry specialists

DuPage County – RFP #18-130-JM

Proposal for professional services

September 5, 2018
The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. Tax information, if any, contained in this communication was not intended or written to be used by any person for the purpose of avoiding penalties, nor should such information be construed as an opinion upon which any person may rely. The intended recipients of this communication and any attachments are not subject to any limitation on the disclosure of the tax treatment or tax structure of any transaction or matter that is the subject of this any attachments. Baker Tilly refers to Baker Tilly Virchow Krause, LLP, an independently owned and managed member of Baker Tilly International.
Study approach

Overall engagement process

The following table is an illustration of the overall engagement process with the County. Our initial project planning will include establishing a detailed timeline, communication plan and data request with management. We will also meet with management to identify any specific goals or objectives of the rate and connection fee study to ensure those are incorporated from the beginning.

Understanding your needs

The System has been operating sewage collection and treatment facilities, water pumping connection facilities and water distribution facilities for more than 55 years. It currently serves 36,122 metered sewer customers and 3,340 water customers, with the primary activity being collecting and treating sewage with some pumping and distribution of water purchased primarily from the DuPage Water Commission.
We understand DuPage County is seeking a comprehensive analysis of water and sewer utility rates that are based on a cost of service analysis that considers both operation and long-term capital needs. If selected for this engagement, Baker Tilly will analyze and assess the System’s current rate structure, determine an updated cost of service and provide recommendations for equitable, sustainable cost recovery.

**Water operations**

For our approach to water cost of service and rate design studies, we have developed a cost of service model in accordance with standards of the AWWA.

This method will allocate DuPage County’s water operating and capital costs to the customer classes that are driving those costs. We work with key County personnel to ensure that the regulatory and EPA costs of treatment are included in the revenue requirement and recovered in utility rates.

**Sewer operations**

For the sewer study, we have developed a cost of service model in accordance with industry standards, which allocates costs to customer class based on a combination of the demand they place on the sewer system, customer costs, strength of their discharge and volumes discharged into the system for treatment.

**Achieving your objectives**

*Baker Tilly has extensive experience with water and sewer long-term financial forecasts, cost of service and rate studies and our utility specialization uniquely qualifies our firm to provide value-added consulting services to the System.* Our dedicated energy and utility professionals will provide you with realistic solutions to your challenges. We understand your unique needs and our key objective is to provide you with strategic insights that support the achievement of your long-term goals.

We will conduct a comprehensive review of your existing rate structure, compile a long-term financial forecast and make recommendations as necessary. The project work will be conducted in accordance with the standards of the AWWA, the EPA and industry standards. Our recommendations will ensure compliance with any bond covenants and meet the System’s necessary revenue requirements so that operating revenue meets operating expenses, repair and replacement needs and cash requirements. *Our goal is to help you achieve your goals.*

Our experience in providing this type of study will enable us to provide best practice approaches to the System that will enhance efficiency and effectiveness and meet all specifications requested.

**Baker Tilly’s customized project approach**

We strive to provide quality financial forecast and rate consulting services to our clients. Our team will conduct your engagement professionally and has developed a proven long-range financial forecast approach which will be tailored to the System’s needs.

**Proven project management methods**

Baker Tilly’s proven project management methodology has been successfully performed many times on consulting projects of all sizes by our experienced team. Our approach is driven by the work plan for this project and includes regular internal team meetings, status updates, commitment to timelines and frequent, structured communications with the client. Our team welcomes ongoing DuPage County staff participation, with an emphasis on upfront project planning and data gathering and also on back-end reporting and analysis activities.
Client service plan

Communication is key to a successful project and Baker Tilly’s client-centric methodology will position your project for success. We begin every engagement by defining our client’s objectives and establishing a detailed client service plan that clearly matches your expectations to our services. This plan is updated as needed through frequent discussions with management.

Communication tools

Based on our experience with similar projects, we have developed a range of tools to facilitate communication among the project team, project stakeholders and executives. Our communication plan will be tailored to this project and consist of a combination of in-person meetings, weekly or bi-weekly project updates via email, dashboard and phone conferences and ad hoc discussions.

<table>
<thead>
<tr>
<th>Communication tool</th>
<th>Bi-weekly reporting</th>
<th>Monthly reporting</th>
<th>Other reporting and information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project kick-off meeting</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Communication plan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Status reports via phone conference or email</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Project issues log (as needed)</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Ad hoc discussions initiated by the System or Baker Tilly</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information request logs</td>
<td></td>
<td></td>
<td>✓</td>
</tr>
<tr>
<td>Preliminary report discussions and meetings</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Final report presentation and meetings</td>
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<td></td>
<td></td>
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<tr>
<td>Project close meeting</td>
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<td></td>
<td>✓</td>
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</tbody>
</table>

We have identified preliminary project steps to meet the System’s needs, to be discussed and finalized at a project kick-off meeting. Baker Tilly will use the following approaches to meet DuPage County’s needs.

Task 1: Establish project management and communication

Baker Tilly’s project management philosophy relies on communication and client/project team involvement. As a firm, we follow the strong project management principles and practices of the Project Management Institute.

Kick-off conference

The kick-off conference call will set the tone for the project, establish benchmarks for completion of project segments, facilitate discussion of project issues, cost-of-service and rate design philosophies and outline specific project requirements. Points of responsibility will be established within the Baker Tilly project team, DuPage County staff and stakeholders to help the project run smoothly and provide maximum value.

Project work plan approval

This proposal includes a preliminary project plan that we have developed based on the RFP and our experience performing cost of service and rate design studies with utilities in Illinois and across the country. As part of the project kick-off, we will discuss our proposed work plan with management, revise as needed and obtain management’s concurrence with the final draft prior to initiating project fieldwork.
Detailed project steps include:

<table>
<thead>
<tr>
<th>Steps</th>
<th>Project steps – Establish project management and communication</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project kick-off conference with pertinent DuPage County staff and other stakeholders</td>
</tr>
<tr>
<td>2</td>
<td>Establish points of contact and responsibility for team members</td>
</tr>
<tr>
<td>3</td>
<td>Agree on project schedule milestones</td>
</tr>
<tr>
<td>4</td>
<td>Establish communication protocols and frequency</td>
</tr>
<tr>
<td>5</td>
<td>Discuss project logistics</td>
</tr>
<tr>
<td>6</td>
<td>Initiate web-based project tool protocols</td>
</tr>
<tr>
<td>7</td>
<td>Finalize project work plan with management’s approval</td>
</tr>
<tr>
<td>8</td>
<td>Discuss the initial data request for information needed to complete the study</td>
</tr>
</tbody>
</table>

Task 2: Analysis of water and sewer fund finances

During this phase, we will analyze and obtain a thorough understanding of the System’s sewer and water funds’ financial condition. This will help us determine the goals to incorporate into the forecast intended to provide a roadmap for rates adequate to fund system operations and capital financing requirements for a four-year period.

Detailed project steps include:

<table>
<thead>
<tr>
<th>Steps</th>
<th>Project steps – Analysis of water and sewer fund finances</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review DuPage County’s capital improvement project lists</td>
</tr>
<tr>
<td>2</td>
<td>Discussions with DuPage County regarding capital projects under consideration</td>
</tr>
<tr>
<td>3</td>
<td>Recommend any changes and financing options pertaining to capital improvement projects list</td>
</tr>
<tr>
<td>4</td>
<td>Obtain historical revenues, expenses and cash flow for three years</td>
</tr>
<tr>
<td>5</td>
<td>Review historical growth and forecast growth based on discussions with DuPage County</td>
</tr>
<tr>
<td>6</td>
<td>Review other operating budget and forecast operation and maintenance costs for the study fiscal years</td>
</tr>
<tr>
<td>7</td>
<td>Forecast other revenues and costs for next study fiscal years</td>
</tr>
<tr>
<td>8</td>
<td>Calculate debt service needs and bond coverage requirements and forecast cash flow for the study fiscal years</td>
</tr>
</tbody>
</table>

Task 3: Develop recommended rate schedules

Our study will include recommended water and sewer rate schedules to meet the following objectives:

- Fully cover the current and future costs of providing water and sewer services, including proposed capital improvements and existing and future debt financing and required cash reserves
- Provide analysis and recommendations for the County’s rate schedules and/or recommend alternative rate schedules, if desired
- Provide recommended retail and bulk/wholesale rate structures by user categories for the study fiscal years
- Be compatible with the existing utility billing software system
- Be easily described to customers

Conduct the revenue requirement and cost of service study

We are proposing to develop a revenue requirement for the study period. The revenue requirement will include these considerations:
Study approach

- Impact of existing and future capital improvements
- Analysis of DuPage County’s operating budget and a comparison with previous years actual requirements
- Analysis and discussions regarding other costs or income
- Debt service and bond coverage requirements

Our work is in accordance with generally accepted cost of service study principles and rate design study techniques. Overall cost allocations will be reviewed after discussions with staff and management. This will include a review of cost allocators from previous cost of service studies. An analysis of customer classifications and industry standard methodologies will ensure they are appropriate.

Expenses and cost are categorized and clearly tied back to financial data and forecasts. This will make the cost of service study transparent for DuPage County and will ensure all applicable revenue requirement elements are included in the cost of service and subsequent rate design.

**Detailed project steps include:**

<table>
<thead>
<tr>
<th>Steps</th>
<th>Project steps – Revenue requirement and cost of service study</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Discuss cost allocation methodologies with DuPage County management and operations staff; review cost allocations used in cost-of-service studies performed by DuPage County staff</td>
</tr>
<tr>
<td>2</td>
<td>Water: Allocate operation and maintenance expense items to water cost parameters Sewer: Allocate operation and maintenance expense items to wastewater cost parameters</td>
</tr>
<tr>
<td>3</td>
<td>Allocate capital additions to the cost parameters</td>
</tr>
<tr>
<td>4</td>
<td>Review demand and sales data by customer class and determine the system demand for each customer class; for large customers, perform the same analysis on a customer-by-customer basis</td>
</tr>
<tr>
<td>5</td>
<td>Review cost of service allocated to each customer class based on system demand and other industry factors</td>
</tr>
</tbody>
</table>

**Complete rate design**

The cost of service study develops revenue responsibility for each customer class. Rates will be designed to equitably recover the required revenue from each customer class. Alternative rate designs will be discussed with management during the kickoff meeting and prior to establishing the final rate design.

We will review DuPage County’s existing water and wastewater rate structure and available billing consumption data to analyze reasonableness of existing customer classes. If necessary, new rate classes will be recommended and presented to the County for consideration.

Our study will address the following:

- Consistency with existing rate structures
- Impacts of rate design on consumption, conservation and DuPage County revenue
- Implementation of proposed rates within the existing billing system

Baker Tilly will discuss issues of ratepayer equity and affordability with DuPage County management prior to the design phase of the rate study.
Study approach

**Detailed project steps include:**

<table>
<thead>
<tr>
<th>Steps</th>
<th>Project steps – Rate design</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Analyze existing customer thresholds and percentages of class within boundaries</td>
</tr>
<tr>
<td>2</td>
<td>Redefine boundaries or reclassify customers as necessary</td>
</tr>
<tr>
<td>3</td>
<td>Provide recommendations and reasoning to the County as applicable</td>
</tr>
<tr>
<td>4</td>
<td>Discuss rate design philosophy and alternative options with DuPage County management and operations staff</td>
</tr>
<tr>
<td>5</td>
<td>Review cost of service results by customer classifications</td>
</tr>
<tr>
<td>6</td>
<td>Design rates based on steps 4 and 5 above</td>
</tr>
<tr>
<td>7</td>
<td>Issue draft of comments and recommendations to utility management for review; discuss with management and revise as needed</td>
</tr>
</tbody>
</table>

**Task 4: Develop electronic rate model**

Baker Tilly utilizes a computerized Microsoft Excel rate model with many of the characteristics sought by DuPage County as mentioned in your RFP. We will ensure that the delivered rate model will be user-friendly and capable of running various scenarios for long-range projections.

**Task 5: Presentation of findings**

We will prepare a preliminary report, electronic rate model and recommend rate schedule for DuPage County staff review and discussion. We will plan a meeting DuPage County staff to discuss preliminary findings. During this meeting, DuPage County can ask questions, offer comments and request changes for inclusion in the final report and recommendations.

Upon review and discussion of the preliminary report by management, we will prepare a final report and recommendations to be presented to DuPage County staff and other interested parties.

Baker Tilly will present final study results to DuPage County, either to management or the governing body, depending on the wishes of DuPage County.

**Detailed project steps include:**

<table>
<thead>
<tr>
<th>Steps</th>
<th>Project steps – Present financial forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Perform quality assurance procedures</td>
</tr>
<tr>
<td>2</td>
<td>Issue preliminary draft report to DuPage County staff and stakeholders</td>
</tr>
<tr>
<td>3</td>
<td>Conference call to discuss preliminary report with DuPage County staff and stakeholders</td>
</tr>
<tr>
<td>4</td>
<td>Make requested revisions</td>
</tr>
<tr>
<td>5</td>
<td>Issue final report to County staff</td>
</tr>
<tr>
<td>6</td>
<td>Make final presentation of recommendations to DuPage County</td>
</tr>
</tbody>
</table>
Project timeline

Below is a tentative timeline based on previous water and sewer rate studies conducted for similar Illinois municipalities. Upon selection, we will work with you to further refine the timing of project milestones to meet DuPage County’s deadlines and objectives. We anticipate completion within 90 days.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEP</td>
</tr>
<tr>
<td>Project kick-off meeting</td>
<td>✓</td>
</tr>
<tr>
<td>Develop mutually agreed-upon timeline and work plan</td>
<td>✓</td>
</tr>
<tr>
<td>Review of data provided by management</td>
<td></td>
</tr>
<tr>
<td>Fieldwork to finalize analysis of historical data, assumptions and forecasted results</td>
<td></td>
</tr>
<tr>
<td>Consultant draft and review preliminary report</td>
<td></td>
</tr>
<tr>
<td>Staff review of preliminary findings and recommendations</td>
<td></td>
</tr>
<tr>
<td>Preliminary findings presented</td>
<td></td>
</tr>
<tr>
<td>Final report due</td>
<td></td>
</tr>
<tr>
<td>Final reports presented to DuPage county, recommendation of sewer and water rates</td>
<td></td>
</tr>
<tr>
<td>Final approval of plan and pricing for 2018 benefits and investment plan by County Board</td>
<td></td>
</tr>
</tbody>
</table>

**Deliverables**

- Excel model for the years 2020 – 2024 County to use including instructions for use
- Revenue requirement, cost of service allocations and rate development based on assumptions provided and approved by the County
- Study will include debt coverage calculations, cash flow forecast and update of all current charges
- A preliminary draft of the report for management input
- A final draft presented to System management, including an executive summary
Project fee

Value for fees
We have prepared a fee estimate for the County based on the needs and objectives you have shared with us and our experience conducting similar utility rate study engagements with clients in the energy and utilities industry. Our estimate allows for thorough and insightful advice and services from experienced professionals without unnecessary add-on or start-up charges.

<table>
<thead>
<tr>
<th>Fee proposal for DuPage County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not-to-exceed fee for the utility rate study*</td>
</tr>
</tbody>
</table>

*Our “not to exceed” fee for this project is $24,900 (including travel).

Hourly rates
Our hourly rates by position for items requested outside the scope of this RFP are listed in the following table.

<table>
<thead>
<tr>
<th>Standard hourly rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
</tr>
<tr>
<td>Senior Manager</td>
</tr>
<tr>
<td>Manager</td>
</tr>
<tr>
<td>Senior Accountant/Consultant</td>
</tr>
<tr>
<td>Staff Accountant/Consultant</td>
</tr>
</tbody>
</table>

Assumptions
We based our estimate on the assumptions detailed below. Should any of these change during the engagement, we will bring the matter to the County’s attention immediately and prepare a change order detailing the new requirements and corresponding budget impact. We will not undertake additional work without the County’s written approval.

Assumptions include:

> Baker Tilly will have access to, and be provided with, electronic or other readily available data, without the need to conduct data extraction or comprehensive synthesis
> Information will be provided within the specified timeframes and format
> No significant changes in scope from that outlined in RFP #18-130-JM
## DUPAGE COUNTY PROCUREMENT SERVICES DIVISION

### COMPREHENSIVE SEWER and WATER RATE and FEE STUDY #18-130-JM

RFP Open: 8/23/2018 @ 2:30 pm

### RFP Evaluation Scorecard

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Available Points</th>
<th>Baker Tilly Virchow Krause, LLP</th>
<th>Trilogy Consulting, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Qualifications</td>
<td>30</td>
<td>30</td>
<td>20</td>
</tr>
<tr>
<td>Key Qualifications</td>
<td>10</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td>Study Approach</td>
<td>40</td>
<td>37</td>
<td>29</td>
</tr>
<tr>
<td>Price (scored by Procurement)</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td>96</td>
<td>76</td>
</tr>
</tbody>
</table>

### NOTES:

The following Firms declined to Bid:
- RHMG Engineers, Inc.: Resource contraints to meet county project schedule.
- Burns and McDonnell: Resource contraints to meet county project schedule.
- Strand Associates, Inc.: Not area of expertise.

### Price Scoring

<table>
<thead>
<tr>
<th></th>
<th>Baker Tilly Virchow Krause, LLP</th>
<th>Trilogy Consulting, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total - Not to Exceed Price</td>
<td>$24,900.00</td>
<td>$25,256.00</td>
</tr>
<tr>
<td>Percentage of Points</td>
<td>100%</td>
<td>99%</td>
</tr>
<tr>
<td>Points awarded (wtd against lowest price)</td>
<td>20</td>
<td>20</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>RFP Posted/Advertised</th>
<th>08/03/2018</th>
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</thead>
<tbody>
<tr>
<td>Invitations Sent</td>
<td>70</td>
</tr>
<tr>
<td>Total Requesting Documents</td>
<td>29</td>
</tr>
<tr>
<td>Total RFP Responses Received</td>
<td>2</td>
</tr>
<tr>
<td>RFP Opening Attended by</td>
<td>JEM, DT</td>
</tr>
</tbody>
</table>
**Vendor:** Bakert Tilly Virchow Krause, LLP  
**Vendor #:** 13111  
**Send Purchase Order To:**  
**Attn:** Vicki Hellenbrand  
**Email:** vicki.hellenbrand@bakertilly.com  
**Address:** 1301 22nd Street #400  
**City:** Oak Brook  
**State:** IL  
**Zip:** 60532  
**Phone:** (630) 990-3131

**Send Invoices To:**  
**Attn:** Accounts Payable  
**Email:** pwaccountspayable@dupageco.org  
**Address:** 1301 22nd Street #400  
**City:** Oak Brook  
**State:** IL  
**Zip:** 60532  
**Phone:** (630) 990-3131

**Send Payments To:**  
**Attn:**  
**Email:**  
**Address:**  
**City:**  
**State:**  
**Zip:**  
**Phone:**  
**Fax:**

**Ship To:**  
**Attn:** Vicki Hellenbrand  
**Email:** vicki.hellenbrand@bakertilly.com  
**Address:** 1301 22nd Street #400  
**City:** Oak Brook  
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**Phone:** (630) 990-3131

**Send Payments To:**  
**Attn:**  
**Email:**  
**Address:**  
**City:**  
**State:**  
**Zip:**  
**Phone:**  
**Fax:**

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

**Use for**  
**Contract Administrator**  
**Contract Start Date**  
**Contract End Date**  
**Use for**  
**PO25 only**

<table>
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<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Comprehensive sewer &amp; water rate and fee study per RFP18-130-JM</td>
<td></td>
<td>2000</td>
<td>2665</td>
<td>53090</td>
<td></td>
<td></td>
<td>24,900.00</td>
<td>24,900</td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
<td></td>
<td>EA</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $24,900

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

Date: August 21, 2018

Company Name: Baker Tilly Virchow Krause, LLP
Company Contact: Vicki Hellenbrand
Contact Phone: 608 240 2387
Contact Email: vicki.hellenbrand@bakertilly.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 with 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>Add</th>
<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 contract or 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>Add</th>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</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.
- At 90 days prior to the possible 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: Vicki Hellenbrand

Printed Name: Vicki Hellenbrand
Title: Partner
Date: August 21, 2018

Signature on File

[Signature]

Packet Pg. 89
WHEREAS, the DuPage Care Center was originally built in 1888 and became a nursing facility in the 1930s; and

WHEREAS, the DuPage Care Center has developed into one of the most modern, best equipped, professionally staffed, treatment and rehabilitation centers for the chronically ill in the State of Illinois; and

WHEREAS, the mission of the DuPage Care Center is to provide quality long term care as well as short term rehabilitative services to DuPage County residents in a professional and cost-effective manner; and

WHEREAS, the safety and security of the residents, visitors, and employees are of the utmost priorities for the DuPage Care Center; and

WHEREAS, an existing electrical transformer at the DuPage Care Center has exceeded its useful life and other medium and low voltage electrical distribution equipment need to be replaced; and

WHEREAS, the County has developed plans (the “Phase II Electrical Work Project”) that includes the replacement of aging electrical equipment and the relocation of electrical equipment to the exterior of the DuPage Care Center building in order to improve that facility’s safety; and

WHEREAS, the Community Development Block Grant (CDBG) program provides Federal funding assistance for public improvements and the Phase II Electrical Work Project is eligible for such funding assistance; and

NOW, THEREFORE, BE IT RESOLVED, that the County of DuPage authorizes the DuPage Care Center to submit an application to the Community Development Commission (CDC) for a CDBG in the total amount of four hundred thousand dollars ($400,000) for the Phase II Electrical Work Project at the DuPage Care Center; and
Resolution
FM-R-0884-18

BE IT FURTHER RESOLVED, that the DuPage County Clerk be directed to transmit certified copies of the Resolution to the CDC and Anthony Hayman/State’s Attorney Office.

Enacted and approved this 25th day of September, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ______________________________________
PAUL HINDS, COUNTY CLERK
August 28, 2018

To: Community Development Commission
From: Janelle Chadwick, Administrator of DuPage Care Center
Re: 2019 CDBG Grant Application Letter of Intent for DuPage Care Center

The DuPage Care Center is applying for the 2019 Community Development Block Grant (CDBG) and requesting $400,000.00 for electrical improvements to the DuPage Care Center, located at 400 North County Farm Road, Wheaton, IL 60187.

The Project, Phase II Electrical Work will involve the following:

Furnish all equipment, labor and materials necessary for electrical upgrades at the DuPage Care Center at the DuPage County Government Campus. The work at the site will include the replacement of medium voltage and low voltage electrical distribution equipment, installation of a temporary fence around the work site, and complete restoration of the site to a pre-development condition. Restoration will include re-grading of the site to existing grades after demolition is completed, the restoration of the landscaping and plantings, the placement of topsoil, seeding and erosion control blanket, the removal of temporary construction fences, and all incidental and collateral work necessary to complete the project.

This project is to be completed on or before September 1, 2020.

Janelle Chadwick
DuPage Care Center Administrator
AN ORDINANCE PROPOSING THE DISSOLUTION OF THE
HIGHLAND HILLS SANITARY DISTRICT

WHEREAS, it is in the best interests of DuPage County taxpayers that more efficient service delivery models be established in order to replace units of government that are not financially sustainable; and

WHEREAS, the Chairman and members of the County Board under the DuPage ACT Initiative (accountability, consolidation, transparency) sought and received supplemental legislative authority from the General Assembly authorizing the dissolution of certain units of local government and the consolidation of governmental functions in the best interest of taxpayers; and

WHEREAS, Public Act 98-0126, as subsequently amended, authorizes county boards to propose by ordinance the dissolution of certain specified units of local government, including the Highland Hills Sanitary District; and

WHEREAS, the Highland Hills Sanitary District is a sanitary district duly organized pursuant to 70 ILCS 2805/1, et seq., and, pursuant to said authority, operates a waterworks and a sanitary sewerage system servicing an area of DuPage County located in York Township; and

WHEREAS, the County of DuPage previously established a special service area (Special Service Area No. 37) under the Special Service Area Tax Law (35 ILCS 200/27-5) to provide potable water services to an area of DuPage County in York Township located contiguous to the Highland Hills Sanitary District’s boundaries; and

WHEREAS, County of DuPage Special Service Area No. 37 is part of the County’s York Township Water System, a system having ample capacity and capabilities to provide a Lake Michigan-supplied water service to Highland Hills Sanitary District’s water service customers; and

WHEREAS, the Flagg Creek Water Reclamation District is a sanitary district duly organized pursuant to 70 ILCS 2405/1, et seq., and, pursuant to said authority, operates a sanitary sewerage system servicing an area of DuPage County located in York and Downers Grove Townships located contiguous to the Highland Hills Sanitary District’s boundaries; and

WHEREAS, Flagg Creek’s sanitary sewerage system is interconnected with Highland Hills’ sanitary sewerage system and, further, by a prior agreement between those parties, the Flagg Creek Water Reclamation District provides wastewater treatment for Highland Hills’ sanitary sewerage system; and
Ordinance
FI-O-0066-18

WHEREAS, a majority of the Highland Hills Sanitary District’s residents and the Highland Hills Sanitary District’s Board of Trustees favor dissolving that district and ceasing that District’s operations and, further, having the County of DuPage provide water service for the District’s residents and for the Flagg Creek Water Reclamation District to directly provide sanitary sewer services; and

WHEREAS, the COUNTY retained the services of Crowe Horwath, LLC to perform an independent assessment of some county appointed agencies in DuPage County, in order to determine whether any of those governmental agencies were potential candidates for dissolution pursuant to Public Act 98-0126; and

WHEREAS, Crowe Horwath, LLC determined that Highland Hills Sanitary District was a likely candidate for dissolution following an evaluation of the costs, benefits and feasibility of shared services, streamlining of existing operations, merging, consolidating and/or transferring certain operations and, or, system components of Highland Hills to the County of DuPage and the Flagg Creek Water Reclamation District; and

WHEREAS, based on the foregoing factors, the Highland Hills Sanitary District, the County of DuPage and the Flagg Creek Water Reclamation District entered into an Intergovernmental Agreement, adopted by the DuPage County Board as Resolution {PW-R0381-17), to provide for the eventual transfer of Highland Hills’ functions, public records and assets to the other two parties in anticipation of Highland Hills’ dissolution; and

WHEREAS, the dissolution of the Highland Hills Sanitary District, and the consolidation of the District’s services with those of the County of DuPage and the Flagg Creek Water Reclamation District will provide additional cost savings for its residents as the annual tax levy of approximately $53,500 will be abolished, and over $25,000 in professional services costs and trustee compensation (as provided by statute) will no longer be necessary to maintain the Highland Hills Sanitary District; and

WHEREAS, consistent with Public Act 98-0126, as amended, the dissolution of the Highland Hills Sanitary District will improve the quality and dependability of water and sanitary sewer services provided [at a lower cost to the District’s residents].

NOW, THEREFORE BE IT ORDAINED, by the County Board of DuPage County, Illinois that:

1. The County Board does hereby propose the dissolution of the Highland Hills Sanitary District pursuant to 55 ILCS 5/5-44005, et seq.; and
2. The Chairman of the County Board shall cause an audit of the Highland Hills Sanitary District, the findings of which are to be reported back to the County Board within thirty (30) days; and

3. The Clerk shall publish public notice of this Ordinance in a newspaper of general circulation served by the Highland Hills Sanitary District and on the County’s website.

{VAR EnactedAndSigned}
Fast Facts for the Dissolution of Highland Hills Sanitary District

Background:

- The district provided sewage collection systems and well water distribution to approximately 450 properties/customers and is located in York Township.
- The district’s annual property tax levy and user charges do not adequately cover the actual cost maintaining and updating the existing system.
- Following a November 2016 public meeting, District residents were given the opportunity to choose between two water/sewer service options: (i) continue with HHSD as the water/sewer provider; or (ii) have DuPage County Public Works provide water (from Lake Michigan) and Flagg Creek Water Reclamation District provide sewer service, with the eventual dissolution of HHSD. The majority of respondents chose the second option (295 vs. 54 votes for option (ii)).
- Crowe Horwath and Christopher Burke Engineering prepared a review of the District’s operations that revealed the need for system improvements, some of which have since been addressed by DuPage County Department of Public Works, pursuant to an Intergovernmental Agreement, but there were continuing issues with water quality and the overall level of service.
- DuPage County has assumed ownership of the distribution system and is providing the District customers with Lake Michigan water.
- The dissolution of the Highland Hills Sanitary District will abolish its property tax levy ($53,500 annually) and eliminate over $25,000 in annual professional services costs and trustee compensation.
- On April 12, 2017 the County Board adopted a resolution (PW-R-0381-17) proposing an intergovernmental agreement between Highland Hills, DuPage County, and Flagg Creek for a review of accounts and operations in preparation for dissolution, per Public Act 98-0126 (the Local Government Reduction & Efficiency Act) and amended on May 8th, 2018 (PW-R-0158-18).
- The second dissolution ordinance will be brought to the County Board in October 2018, and published for distribution. After a 30 day waiting period the State’s Attorney’s Office will appoint a trustee in dissolution that will then manage the affairs of the district as required by state statute.
- Per Public Act 98-0126, a 150-day waiting period begins as of October 23, 2018, with the final dissolution occurring on or around March 26, 2019.
- Once dissolved, the district residents will be serviced by DuPage County Public Works for water service and Flagg Creek Water Reclamation District for sanitary sewer services.