1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

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

5. BUDGET TRANSFERS
   A. Budget Transfers -- Public Works - $13,000.00 - Transfer needed for bar grating and Q4 labor charges.
   B. Budget Transfers -- Public Works - $56,000.00 - Transfer needed for safety jackets, safety shoes, lab testing supplies, CA-7 stone, Engineering Services for Knollwood Admin remodel project, and Q4 electric charges.
   C. Budget Transfers -- Public Works - $42,500.00 - Transfer needed for overtime for multiple in house projects, upcoming temporary holiday salaries, ice melt purchases, cell service charges, electricity for Q4 charges, and valve turning and leak detection services.

6. CONSENT ITEMS
   A. Consent Item -- Metro Professional Products - Contract Close
   B. Consent Item -- Builders Chicago - Contract Close
   C. Consent Item -- Carollo Engineers, Inc. - Contract Time Extension Only
   D. Consent Item -- Carollo Engineers, Inc. - Contract Time Extension Only
   E. Consent Item -- Walter Deuchler Associates - Contract Time Extension Only
   F. Consent Item -- Ziebell Water SVC Products, Inc. - Contract Time Extension Only

7. CLAIMS REPORT
   A. Payment of Claims -- Public Works, Drainage, Facilities Management
8. PROFESSIONAL SERVICE AGREEMENT

A. FM-P-0321-18 Recommendation for the approval of a contract purchase order to Knight E/A, Inc., to provide on-call Professional Architectural and Engineering Services, as needed, for Facilities Management, for the three year period December 1, 2018 through November 30, 2021, for a total contract amount not to exceed $360,000.00, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq.

B. FM-P-0322-18 Recommendation for the approval of a contract purchase order to Farnsworth Group, Inc., for Professional Engineering Services, for Phase II of the Water Efficiency Study, and for On-Call Professional Engineering Services, as needed, for Facilities Management, for the period through November 30, 2019 for a contract total amount not to exceed $44,140. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq.

C. PW-P-0323-18 Agreement between the County of DuPage, Illinois and Robinson Engineering for On-Call Design and Permitting Professional Engineering Services for Water Tower, Water Tanks, and Water Systems for Public Works Department, for the period November 27, 2018 through November 30, 2021, for a total contract amount not to exceed $75,000.00, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

9. LOW QUOTE

A. 2018-287 Recommendation for the approval of a contract purchase order to Mid American Water, Inc., for water meter installation at the Stratford Green Apartments in Willowbrook, for Public Works, for a contract amount not to exceed $7,271.80, per low quote Q18-208-PW

10. CONTRACT INCREASE

A. Change Order -- FM-P-0367A-17 - AMENDMENT to Resolution FM-P-0367-17, issued to Wheaton Sanitary District, for sanitary sewer utility services, for the County campus, for Facilities Management, to increase the contract in the amount of $51,892.53, resulting in an amended contract amount not to exceed $387,892.53, an increase of 15.44%

B. Change Order -- PW-P-0372A-17 - Amendment to Resolution PW-P-0372-17, issued to Joseph J Henderson & Son Inc. to provide biological phosphorus removal at the Knollwood Wastewater Facility, for Public Works, to increase contract 2774 SERV in the amount of $14,876.74, taking the original contract amount of $2,477,000.00, resulting in a new contract total amount of $2,491,876.74, an increase of 0.60%.

11. OLD BUSINESS
A. Discussion - Policy to Govern Memorial Dedications

12. NEW BUSINESS

A. Emergency Procurement - Cummins Sales & Service

13. ADJOURNMENT
1. **CALL TO ORDER**

9:15 AM meeting was called to order by Chair James Healy at 9:20 AM.

2. **ROLL CALL**

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

3. **PUBLIC COMMENT**

Kay McKeen/SCARCE addressed the Committee regarding and upcoming event "Recycle Cooking Oil Into Fuel" to be held on November 24th 9AM - Noon, at various locations which can be found on the SCARCE website. A list of permanent collection sites are also listed.

4. **APPROVAL OF MINUTES**

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

```markdown
RESULT: ACCEPTED [UNANIMOUS]  
MOVER: Sean T Noonan, Vice Chair  
SECONDER: Gary Grasso, District 3  
AYES: Gavanes, Grant, Grasso, Healy, Noonan  
ABSENT: Larsen
```

5. **BUDGET TRANSFERS**

The motion was to combine and approve the Budget Transfers as presented.
RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Gary Grasso, District 3
AYES: Gavanes, Grant, Grasso, Healy, Noonan
ABSENT: Larsen

A. Budget Transfers -- Public Works - $46,500.00 - Transfer needed for equipment rentals, water main and meter parts, staff overtime for in-house projects, and IT SVC for additional programming.

B. Budget Transfers -- Public Works - $38,500.00 - Transfer needed for operating supplies, and small/large value equipment purchase.

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

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

A. Consent Item -- Advent Systems Inc - Contract Close
B. Consent Item -- Advent Systems Inc - Contract Extension
C. Consent Item -- Parkson Corporation - Contract Time Extension Only
D. Consent Item -- Youna Mechanical - Contract Close
E. Consent Item -- Allied Waterproofing Inc - Contract Extension
F. Consent Item -- Lee's Food Service Parts & Repairs - Contract Close
G. Consent Item -- Washburn Machinery, Inc. - Contract Extension

7. CLAIMS REPORT
A. Payment of Claims -- Public Works, Drainage, Facilities Management
   The motion was to combine and approve the Claims as presented.
8. INTERGOVERNMENTAL AGREEMENT

A. FM-R-0927-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Illinois Workers’ Compensation Commission, for use of space at the JTK Administration Building, for Facilities Management, for a monthly lease rate of one thousand six hundred dollars, for the two-year period, December 1, 2018 through November 30, 2020, and a monthly lease rate of one thousand six hundred fifty dollars, for the two-year period December 1, 2020 through November 30, 2022

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

9. BID AWARD

A. PW-P-0304-18 Recommendation for the approval of a contract purchase order to Insituform Technologies, LLC. for CIPP sanitary sewer lining at various sewer systems within DuPage County, for Public Works Department for a contract total amount not to exceed $175,640.30, per lowest responsible bid #18-175-PW

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

10. BID RENEWAL
A. DT-P-0275-18 Recommendation for the approval of a contract purchase order to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for the Division of Transportation, Public Works, Facilities Management, Stormwater and the Care Center, for the period December 1, 2018 through November 30, 2019, for a contract total not to exceed $53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities Management $10,000.00, Stormwater $4,500.00, Care Center $2,500.00); Per renewal option under RFP 17-177-JM, first of three options to renew.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Amy L Grant, District 4
AYES: Gavanes, Grant, Grasso, Healy, Noonan
ABSENT: Larsen

11. ACTION ITEMS

A. Action Item -- Illinois Association of Wastewater Agencies Membership Dues 2018/2019- $7,166.00

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Gary Grasso, District 3
AYES: Gavanes, Grant, Grasso, Healy, Noonan
ABSENT: Larsen

B. DT-R-0919-18 RESOLUTION -- Renewal of Membership Agreement between the County of DuPage and JULIE, Inc., for JULIE service for the Division of Transportation and Department of Public Works, for and estimated County Cost of $32,296.47 (Division of Transportation - $19,339.71/ Public Works - $12,956.76)

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, Vice Chair
SECONDER: Gary Grasso, District 3
AYES: Gavanes, Grant, Grasso, Healy, Noonan
ABSENT: Larsen

12. OLD BUSINESS

13. NEW BUSINESS
Chairman Healy informed the Committee that the County has received the State of Illinois Governor Sustainability Award. The County received this award for its multi-disciplined commitment to sustainability.

Public Works Committee supported the installation of the electric car charging station, multiple energy efficiency projects, a campus landscape plan, a natural systems restoration and last but not least the innovative and trailblazing vactor receiving station project. All of which contributed to the County receiving the award.

14. EXECUTIVE SESSION

A. Biannual Review of Executive Session Minutes - Section 2 (c) (21)

The motion was to go into Executive Session for the Biannual Review of Executive Session Minutes pursuant to Section 2 (c) (21)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Dino C. Gavanes, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, Vice Chair</td>
</tr>
<tr>
<td>AYES:</td>
<td>Gavanes, Grant, Grasso, Healy, Noonan</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Larsen</td>
</tr>
</tbody>
</table>

15. ACTION ITEM

A. Disposition of Executive Session Minutes

By motion, in Open Session, Committee concurrence to retain the April 19, 2016, June 7, 2016, and October 18, 2016 minutes as confidential, and to publicly release the November 7, 2017 minutes.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Gary Grasso, District 3</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Sean T Noonan, Vice Chair</td>
</tr>
<tr>
<td>AYES:</td>
<td>Gavanes, Grant, Grasso, Healy, Noonan</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Larsen</td>
</tr>
</tbody>
</table>

16. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:40 AM.
DuPage County, Illinois  
BUDGET ADJUSTMENT  
Effective June 20, 2016

<table>
<thead>
<tr>
<th>From: 1000 Company</th>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Available Balance</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3200</td>
<td>53010</td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$13,000.00</td>
<td>7/3/16, 5/31/16, 11/3/16, 11/13/16</td>
</tr>
</tbody>
</table>

| Total               | $13,000.00      |

<table>
<thead>
<tr>
<th>To: 1000 Company</th>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Available Balance</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3200</td>
<td>52200</td>
<td>OPERATING SUPPLIES</td>
<td>$3,000.00</td>
<td>3/31/17, 7/3/17, 11/3/17</td>
</tr>
<tr>
<td></td>
<td>3200</td>
<td>53830</td>
<td>OTHER CONTRACTUAL EXPENSES</td>
<td>$10,000.00</td>
<td>3/31/17, 9/26/17, 4/9/18</td>
</tr>
</tbody>
</table>

| Total               | $13,000.00      |

Reason for Request:
Transfer needed for Operating Supplies for bar grating. Transfer needed for Other Contractual Expenses for Q4 labor charges from Public Works.

Finance Department Use Only

Fiscal Year 2018  
Budget Journal #  
Acctg Period  
Entered By/Date  
Released By/Date  
Posted By/Date  

Department Head  
Signature  
Date  

Activity (optional)  

***Please sign in blue ink on the original form***
**DuPage County, Illinois**

**BUDGET ADJUSTMENT**

*Effective June 20, 2016*

**From:**

2000 Company

**Accounting Unit:**

2090 Company Accounting

**Reason:**

DuPage County, Illinois

**Budget Adjustment**

**Effective June 20, 2016**

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2665</td>
<td>53240</td>
<td>WASTE DISPOSAL SERVICES</td>
<td>$10,000.00</td>
<td>12,320.35</td>
<td>2,320.35</td>
</tr>
<tr>
<td>2665</td>
<td>53800</td>
<td>DUES &amp; MEMBERSHIPS</td>
<td>$15,000.00</td>
<td>16,758 -</td>
<td>1,758 -</td>
</tr>
<tr>
<td>2665</td>
<td>53610</td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$5,000.00</td>
<td>5,830 -</td>
<td>830 -</td>
</tr>
<tr>
<td>2665</td>
<td>53829</td>
<td>INDIRECT COST REIMBURSEMENT</td>
<td>$26,000.00</td>
<td>29,361.92</td>
<td>3,361.92</td>
</tr>
</tbody>
</table>

**Total** $56,000.00

---

**To:**

2000 Company

**Accounting Unit:**

2565

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2565</td>
<td>52200</td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$4,000.00</td>
<td>25,725.53</td>
<td>25,725.53</td>
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<tr>
<td>2565</td>
<td>52270</td>
<td>MAINTENANCE SUPPLIES</td>
<td>$3,000.00</td>
<td>34,059.7 -</td>
<td>4,059.7 -</td>
</tr>
<tr>
<td>2565</td>
<td>53010</td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$47,000.00</td>
<td>611,15 -</td>
<td>611,15 -</td>
</tr>
<tr>
<td>2565</td>
<td>53210</td>
<td>ELECTRICITY</td>
<td>$2,000.00</td>
<td>400,645</td>
<td>400,645</td>
</tr>
</tbody>
</table>

**Total** $56,000.00

---

**Reason for Request:**

Transfer needed for Operating Supplies & Materials for safety jackets, safety shoes, and lab testing supplies. Transfer needed for Maintenance Supplies for CA-7 stone. Transfer needed for Engineering Services for Knollwood Admin building remodel project. Transfer needed for Electricity for Q4 electric charges.

---

**Finance Department Use Only**

**Fiscal Year** 2018  **Budget Journal #**  **Acctg Period**

**Entered By/Date** **********  **Revised By/Date** **********  **Posted By/Date**

---

**Packet Pg. 10**

---

**Attachment: BT56_Redacted (17-18-1104 : Budget Transfer 56)**
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

Public Works
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2555</td>
<td>53828</td>
<td>CONTINGENCIES</td>
<td>$31,500.00</td>
<td>10,000.00</td>
<td>20,500.00</td>
<td>$21,000.00</td>
</tr>
<tr>
<td>2640</td>
<td>53828</td>
<td>CONTINGENCIES</td>
<td>$6,000.00</td>
<td>6,000.00</td>
<td>6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>2640</td>
<td>53010</td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$5,000.00</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Total $42,500.00

Reason for Request:
Transfer needed for Overtime to cover staff overtime for multiple in-house projects for Public Works. Transfer needed for Temporary Salaries to cover hours during the holidays. Transfer for Operating Supplies & Materials for ice melt purchases. Transfer needed for Wireless Communications to cover cell phone service charges. Transfer needed for Electricity for Q4 electric charges. Transfer needed for Repair & Mtce System for valve turning and leak detection services.

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Acctg Period
Entered By/Date Re leased By/Date Posted By/Date

Packet Pg. 11
**Request for Change Order**  
**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 1981-1 SERV</th>
<th>Original Purchase Order Date: Aug 24, 2016</th>
<th>Change Order #: 2</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Metro Professional Products a division of Warehouse Direct</td>
<td>Vendor #: 10068</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

- Change order to decrease line 1 $3,060.70, line 2 $9,492.19, line 3 $16,462.03 and close contract.

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

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Starting contract value</td>
<td>$50,000.00</td>
</tr>
<tr>
<td><strong>B</strong> Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>C</strong> Current contract amount (A + B)</td>
<td>$50,000.00</td>
</tr>
<tr>
<td><strong>D</strong> Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td><strong>E</strong> New contract amount (C + D)</td>
<td>$20,985.08</td>
</tr>
<tr>
<td><strong>F</strong> Percent of current contract value this Change Order represents (D / C)</td>
<td>-58.03%</td>
</tr>
<tr>
<td><strong>G</strong> Cumulative percent of all Change Orders (B + D / A); (60% maximum on construction contracts)</td>
<td>-58.03%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

<table>
<thead>
<tr>
<th>KB</th>
<th>Phone Ext</th>
<th>Date</th>
<th>Phone Ext</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5695</td>
<td>Oct 29, 2018</td>
<td>F McN</td>
<td>10/31/18</td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>11/7/18</td>
<td>Jm</td>
<td>11-7-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>10/31/18</td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>

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

Purchase Order #: 2669-1 SERV  Original Purchase Order Date: Aug 15, 2017  Change Order #: 2
Department: Facilities Management

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

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $41,040.54, line 2 $22,453.25, line 3 $4,602.25 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

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

DEcision Memo Not Required

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

☐ Change budget code from:    to:

☐ Price shows:  should be:

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

DEcision Memo Required

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

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

☐ OTHER - explain below:

KB 5695  Oct 29, 2018  Y6816  10/31/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)

Buyer  Date  Procurement Officer  Date

Chief Financial Officer (Decision Memos Over $25,000)  Date  Chairman's Office (Decision Memos Over $25,000)  Date
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Nov 4, 2018
MinuteTraq (IQM2) ID #: 13848

Purchase Order #: 2396SERV  Original Purchase Order Date: Feb 28, 2017  Change Order #: 2
Department: Public Works
Vendor Name: Carollo Engineers Inc  Vendor #: 11471
Dept Contact: Amy Arlowe

Background and/or Reason for Change Order Request: Extend contract to 11/30/20. No change in contract total.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

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

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

DECISION MEMO NOT REQUIRED

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: Nov 30, 2018 to: Nov 30, 2020
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  ☐ Funding Source ___________________________
☐ OTHER - explain below: ___________________________

Prepared By (Initials) x 6B18 [Date]  Recommended for Approval (Initials) x 6B18 [Date]

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.

<table>
<thead>
<tr>
<th>Requesting Department: Public Works</th>
<th>Department Contact: Sean Reese</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Sean.Reese@dupageco.org">Sean.Reese@dupageco.org</a></td>
<td>Contact Phone: 630-985-7400</td>
</tr>
<tr>
<td>Vendor Name: Carollo Engineers, Inc.</td>
<td>Vendor #: 11471</td>
</tr>
</tbody>
</table>

**Date:** Nov 1, 2018  
**MinuteTraq (IQM2) ID #:** 13848  
**Department Requisition #:** 17213014

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

Approve contract time extension with Carollo Engineering until November 30, 2020 in order to continue to develop a master plan for the Knollwood and Woodridge wastewater treatment facilities.

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

In February of 2017 the County entered into an agreement with Carollo Engineers to develop a master plan for two DuPage county owned regional wastewater treatment plants, Woodridge and Knollwood. The plan will provide detailed analysis of facility structures, processes and infrastructure. It will also provide a detailed capital improvement plan for the next 10 - 15 years related to the 2 facilities.

**Strategic Impact**

<table>
<thead>
<tr>
<th>Quality of Life</th>
</tr>
</thead>
</table>

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

Having a master plan on the development of the wastewater treatment plants is critical in order to continue to provide reliable water treatment service to our County residents as well as to meet the numerous environmental requirements established by the IEPA.

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

The County examined multiple engineering firms to provide this master plan service. Through examination it has been determined that Carollo Engineer, Inc. met all the requirements in developing such a plan for DuPage County.

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

1) Approve the time extension with Carollo Engineers to continue with this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the area of producing a written master plan.  
2) Contract with an alternative engineering firm. Not recommended due to Carollo’s expertise needed in the anticipated area.

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

No fiscal impact. Time extension only.
Required Vendor Ethics Disclosure Statement

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

Date: 11/6/2018

Company Name: Carollo Engineers, Inc
Contact Phone: 773-632-1140
Company Contact: Matt Larson
Contact Email: mlarson@carollo.com

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

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

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

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

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

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

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<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Larson</td>
<td>773-632-1140</td>
<td><a href="mailto:mlarson@carollo.com">mlarson@carollo.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, thirty 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

Title

Date

11/6/2018

Page 1 of 1 (total number of pages)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1638SERV
Original Purchase Order Date: Jan 26, 2016
Change Order #: 3
Department: Public Works
Vendor Name: Carollo Engineers Inc
Vendor #: 11471
Dept Contact: Amy Arlowe

Background and/or Reason for Change Order Request: Extend contract to 11/30/20. No change in contract total.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td></td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
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</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
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<td>G Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts)</td>
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</tr>
</tbody>
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DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: Nov 30, 2018 to: Nov 30, 2020
- Increase ≥ $25,000.00, or ≥ 10%, of current contract amount
- Funding Source: ________________
- OTHER - explain below: ________________

Prepared By (Initials): ________________
Phone Ext: ________________
Date: 11/5/18

Recommended for Approval (Initials): ________________
Phone Ext: ________________
Date: 11/5/18

REVIEWED BY (Initials Only)

Buyer: ________________
Date: 11-7-18
Procurement Officer: ________________
Date: 11-7-18

Chief Financial Officer (Decision Memos Over $25,000)
Date: 11-8-18
Chairman's Office (Decision Memos Over $25,000)
Date: 11-8-18

Packet Pg. 17
**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.

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<tr>
<td>MinuteTraq (IQM2) ID #: 13849</td>
</tr>
<tr>
<td>Department Requisition #: 16213011</td>
</tr>
</tbody>
</table>

---

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

Approve contract time extension with Carollo Engineers, Inc. until November 30, 2020 in order to continue to provide on-call engineering services to develop the CMOM (Capacity, Management, Operation & Maintenance) plan for both the Woodridge Greene Valley and Knollwood Treatment Facilities.

---

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

In January of 2016 the County entered into an agreement with Carollo Engineers to provide expertise in the areas of a written CMOM plan. A CMOM plan is a new requirement set by the EPA that will be added onto our new NPDES permits for the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities. CMOM stands for “capacity, management, operations, and maintenance.” It is a flexible framework for municipalities to incorporate widely-accepted wastewater industry practices to better manage, operate, and maintain collection systems. The contract will assist in identifying problem areas within the collection system through capacity studies, sewer system evaluation studies (SSES) and flow logging information. The CMOM approach helps municipal wastewater utility owners provide a high level of service to customers and reduce regulatory noncompliance.

---

**Strategic Impact**

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

This contract is being used to provide expertise in the areas of a written CMOM plan, which is required by the EPA. The plan will help in continuing to provide a high level of wastewater treatment service to County customer by continuing to improve wastewater industry practises.

---

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

The County examined multiple engineering firms to provide this service. Firms that have in-depth knowledge of CMOM plans were examined. Through examination it was determined that Carollo Engineers met all the requirements in developing such a plan for DuPage County.

---

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

1) Approve the time extension with Carollo Engineers to continue with this professional engineering contract. This option is recommended due to the firms expertise and in-depth knowledge in the area CMOM plans.

2) Contract with an alternative engineering firm. Not recommended due to Carollo’s expertise needed in this area.

---

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

No fiscal impact. Time extension only.
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 in the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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<th>Telephone</th>
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<tr>
<td><strong>Matt Larson</strong></td>
<td>773-632-1140</td>
<td><a href="mailto:mlarson@carollo.com">mlarson@carollo.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, thirty 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: **Matthew A. Larson**

Title: **Associate Vice President**

Date: 11/6/2018
**Request for Change Order**  
**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2322SERV</th>
<th>Original Purchase Order Date: Dec 14, 2016</th>
<th>Change Order #: 3</th>
<th>Department: Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Deuchler Associates</td>
<td>Vendor #: 24327</td>
<td>Dept Contact: Amy Arlove</td>
<td></td>
</tr>
</tbody>
</table>

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

- Extend contract to 11/30/20. No change in contract total.

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

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

**INCREASE/DECREASE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting contract value</td>
<td>$297,484.00</td>
</tr>
<tr>
<td>Net $5 change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>Current contract amount (A + B)</td>
<td>$297,484.00</td>
</tr>
<tr>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$297,484.00</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

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

- Change budget code from: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
  to: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

- Price shows: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
  should be: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

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

**DECISION MEMO REQUIRED**

- Increase (greater than 29 days) contract expiration from: Nov 30, 2018 to: Nov 30, 2020
- Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- Funding Source

- OTHER - explain below:

**Prepared By (Initials)**

- x6818
- Phone Ext
- Date

**Recommended for Approval (Initials)**

- x6818
- Phone Ext
- Date

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Role</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>11-7-18</td>
</tr>
<tr>
<td>Procurement Officer</td>
<td>11-7-18</td>
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<tr>
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<td>11-8-18</td>
</tr>
<tr>
<td>Chairman's Office (Decision Memos Over $25,000)</td>
<td>11-9-18</td>
</tr>
</tbody>
</table>
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Nov 1, 2018

MinuteTraq (IQM2) ID #: 13850

Department Requisition #: 16213105

Requesting Department: Public Works
Contact Email: Sean.Reese@dupageco.org
Vendor Name: Walter E. Deuchler Associates

Department Contact: Sean Reese
Contact Phone: 630-985-7400
Vendor #: 24327

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

Approve contract time extension with Walter E. Deuchler Associates until November 30, 2020 in order to continue to provide professional on-call engineering services for design, bidding and construction management of improvements to the Knollwood Wastewater Treatment Facility in relation to the NPDES permit special conditions.

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

In December of 2016 the County entered into an agreement with Walter E. Deuchler Associates to provide on-call professional engineering in regards to NPDES permit special conditions. In 2015 the final NPDES permits for the Knollwood Wastewater Treatment Facility became effective. The new permit had special conditions requiring the submittal of design plans and specifications for improvements to the IEPA. Walter E. Deuchler was retained to provide expertise in various reporting and data analyses in regards to the NPDES permit to the Illinois EPA as required.

Strategic Impact

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

This contract is used to provide professional engineering services in relation to the new NPDEES permits that became effective at the Knollwood Wastewater Treatment Facility in order to be in compliance with the EPA and to keep the facility up to date in order to provide proper wastewater treatment to our County customers.

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

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

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

1) Extend the contract with Walter E. Deuchler for this professional engineering. This option is recommended due to the firms expertise and in-depth knowledge in the area of NPDES permits and conditions.
2) Contract with an alternative engineering firm. Not recommended due to the expertise Walter E. Deuchler holds that is needed on this contract.

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

No fiscal impact. Time extension only.
REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

Date: Nov 2, 2018

Company Name: Walter E. Deuchler Associates, Inc.
Company Contact: Mark J. Halm
Contact Phone: 630-897-4651
Contact Email: mhalm@deuchler.com

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

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

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

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

Authorized Signature

Printed Name: Mark J. Halm
Title: Vice President
Date: Nov 2, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ______ (total number of pages)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 28265ERV
Original Purchase Order Date: Oct 28, 2017
Change Order #: 3
Department: Public Works
Vendor Name: Ziebell Water SVC Products Inc
Vendor #: 11398
Dept Contact: Amy Arlowe

Background and/or Reason for Change Order Request:
Extend contract 6 months to 5/25/19. No change in contract total.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

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

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: Nov 25, 2018 to: May 25, 2019
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source
☐ OTHER - explain below:

Prepared By (Initials)  x6818  11/6/2018
Phone Ext  Date
Recommended for Approval (Initials) x6818  11/6/2018
Phone Ext  Date

REVIEWED BY (Initials Only)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Date</td>
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<tr>
<td></td>
<td>11/7/18</td>
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<tr>
<td></td>
<td>11/7/18</td>
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<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
<td>Date</td>
</tr>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
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<td></td>
<td>11-8-18</td>
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<td>11-5-18</td>
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CONSENT AGENDA

Packet Pg. 24
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.

Requesting Department: Public Works
Contact Email: Sean.Reese@dupageco.org
Vendor Name: Ziebell Water Service Products, Inc.

Department Contact: Sean Reese
Contact Phone: 630-985-7400
Vendor #: 11398

Date: Nov 6, 2018
MinuteTraq (IQM2) ID #: 13876
Department Requisition #: NA

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Approve contract time extension with Ziebell Water Service Products, Inc. until May 25, 2019 to enable time to prepare a new bid for water and sewer distribution repair materials.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
More time is required to compile bidding information in regards to water and sewer distribution repair parts.

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

Quality of Life

The County has six water distribution systems and two sanitary sewer collection systems that must be properly maintained in order to continue to provide clean potable water to County customers as well as sewer treatment services to County customers.

Source Selection/Vetting Information - Describe method used to select source.
In 2014 the County bid out sewer and water distribution repair parts. Three bids were returned with Ziebell Water Service Products being the lowest responsive, responsible bidder. The bid had 3 options to renew which were utilized. The final renewal ends on 10/27/18.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1) Approve the time extension with Ziebell Water Service Products, Inc. This option is recommended due to the need to acquire repair parts in order to perform routine and as-needed maintenance on the County's water and sewer distribution system.
2) Do not extend contract. Not recommended due to the need for proper maintenance on the water and sewer distribution system.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
No fiscal impact. Time extension only.
**Required Vendor Ethics Disclosure Statement**

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

**Date:** 10-31-2018

**Bid/Contract/PO #:** 18-208-PW

<table>
<thead>
<tr>
<th>Company Name: Ziebell Water Service Products, Inc.</th>
<th>Company Contact: Robert Mroz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 847-364-0070</td>
<td>Contact Email: <a href="mailto:robertmroz@comcast.net">robertmroz@comcast.net</a></td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

**Signature**

**Printed Name:** Robert Mroz

**Title:** Territory Sales Manager

**Date:** 10-31-2018

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)
## Public Works
### Schedule of Claims
#### 11/20/2018

<table>
<thead>
<tr>
<th>Pay Vendor Name</th>
<th>Description</th>
<th>Check Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVANCE AUTO PARTS</td>
<td>Auto parts</td>
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<tr>
<td>ALFA Laval INC</td>
<td>Ashbrook belt presses</td>
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<tr>
<td>AMERICAN WATER</td>
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<td>11/2/2018</td>
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</tr>
<tr>
<td>AUTOZONE INC</td>
<td>Automotive parts and accessories</td>
<td>11/2/2018</td>
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<tr>
<td>CENTRAL SOD FARMS INC</td>
<td>Sod</td>
<td>11/2/2018</td>
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<tr>
<td>CENTRAL STATES WATER</td>
<td>Plant process and equipment seminar</td>
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<td>4 natural gas heaters</td>
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<td>Internet</td>
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<td>GRAYBAR</td>
<td>Electrical supplies</td>
<td>11/2/2018</td>
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<td>HAWK FORD</td>
<td>Washer nozzles</td>
<td>11/2/2018</td>
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<td>HAWKINS INC</td>
<td>Potassium carbonate</td>
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<td>KELLER-HEARTT CO INC</td>
<td>Gadus S2 V220 1 winter grease</td>
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<tr>
<td>KRAUS, MICHAEL</td>
<td>Safety Award</td>
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<tr>
<td>MARTIN IMPLEMENT SALES INC</td>
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<td>11/2/2018</td>
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<tr>
<td>MCMASTER-CARR</td>
<td>Stainless steel threaded rod</td>
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<td>$377.74</td>
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<tr>
<td>NICOR GAS</td>
<td>Gas</td>
<td>11/2/2018</td>
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<tr>
<td>OLIN CORPORATION</td>
<td>Sodium hypochlorite</td>
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<tr>
<td>PAYMENTS CORPORATION</td>
<td>Transaction fees</td>
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<td>$141.20</td>
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<td>PENSKIE TRUCK LEASING CO LP</td>
<td>Fuel fees</td>
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<td>RED WING SHOE COMPANY INC</td>
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<td>SITEONE LANDSCAPE SUPPLY LLC</td>
<td>Herbicide</td>
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<tr>
<td>STEWART SPREADING INC</td>
<td>Biosolid disposal</td>
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<td>TROTTER &amp; ASSOCIATES INC</td>
<td>Engineering for Nordic WWTP Rehab</td>
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<td>A T &amp; T</td>
<td>Phone Service</td>
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<td>ADVANCE AUTO PARTS</td>
<td>Auto parts</td>
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<tr>
<td>AUTOZONE INC</td>
<td>Automotive parts and accessories</td>
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<tr>
<td>BRANECKI, PATRICK</td>
<td>Reimbursement for CDL</td>
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<tr>
<td>CITY OF DARIEN</td>
<td>Reimbursement/Dupage Water Costs</td>
<td>11/6/2018</td>
<td>$1,490,910.78</td>
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<tr>
<td>CORE &amp; MAIN LP</td>
<td>3/4&quot; and 1&quot; meters and accessories</td>
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<td>FEDEX</td>
<td>Shipping</td>
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<td>FIRST ENVIRONMENTAL LABS INC</td>
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<td>FOX VALLEY FIRE &amp; SAFETY</td>
<td>Fire extinguishers annual inspections</td>
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<td>GRAINGER INC</td>
<td>Electrical supplies</td>
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<tr>
<td>HAWK FORD</td>
<td>Tube assembly</td>
<td>11/6/2018</td>
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<td>Security Services</td>
<td>11/6/2018</td>
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<td>K-FIVE HODGKINS LLC</td>
<td>Asphalt mix</td>
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<td>MCMASTER-CARR</td>
<td>Auto supplies</td>
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<td>MENARDS</td>
<td>Black plug, gas valve</td>
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<tr>
<td>NAPA AUTO PARTS</td>
<td>Auto shop supplies</td>
<td>11/6/2018</td>
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<td>NORTHERN SAFETY CO INC</td>
<td>Antibiotic ointment, medical tape</td>
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<td>PATSON INC</td>
<td>Service work</td>
<td>11/6/2018</td>
<td>$18.62</td>
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<td>TEMPERATURE EQUIPMENT CORP</td>
<td>HVAC unit</td>
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<td>UNDERGROUND PIPE &amp; VALVE CO</td>
<td>Link seal</td>
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<td>VILLAGE OF WILLOWBROOK</td>
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<td>WALTER E DEUCHLER ASSOCIATES</td>
<td>BNR -Phosphate removal</td>
<td>11/6/2018</td>
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<td>CCT ENVIRONMENTAL INC</td>
<td>6&quot; ABB flowmeter</td>
<td>11/9/2018</td>
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### Public Works

#### Schedule of Claims

**11/20/2018**

<table>
<thead>
<tr>
<th>Pay Vendor Name</th>
<th>Description</th>
<th>Check Date</th>
<th>Amount</th>
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<tr>
<td>CITY OF WHEATON</td>
<td>Meter reads</td>
<td>11/9/2018</td>
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<td>CORE &amp; MAIN LP</td>
<td>Car charger</td>
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<td>DUPAGE COUNTY PUBLIC WORKS</td>
<td>Billing refunds</td>
<td>11/9/2018</td>
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<td>FLEET SAFETY SUPPLY</td>
<td>Light bar, arrowstick controller</td>
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<td>FOX VALLEY FIRE &amp; SAFETY</td>
<td>Alarm monitoring building</td>
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<td>HARRINGTON INDUSTRIAL PLASTICS</td>
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<td>Potassium carbonate</td>
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<td>INDEPENDENT BEARING INC</td>
<td>Bearings</td>
<td>11/9/2018</td>
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<td>PAPA’S PIZZA PLACE</td>
<td>Safety Luncheon</td>
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<td>PORTER PIPE &amp; SUPPLY CO</td>
<td>Brass couplings</td>
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**Total**

$1,591,571.70
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<tr>
<th>VENDOR</th>
<th>SERVICE</th>
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<tr>
<td>Hilti</td>
<td>Cartridges</td>
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<tr>
<td>USA BlueBook</td>
<td>Gas detector</td>
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**Total** $2,483.50
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<th>FUND</th>
<th>DEPT</th>
<th>ACCOUNT</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>2989-0001 SERV</td>
<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>01/10/19</td>
<td>1000</td>
<td>1100</td>
<td>53300</td>
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<tr>
<td>10000433</td>
<td>Daugherty Sales, Inc.</td>
<td>Equipment &amp; Machinery</td>
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<td>11/30/18</td>
<td>1000</td>
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<td>64110-1100</td>
<td>$16,490.00</td>
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<tr>
<td>2991-0001 SERV</td>
<td>Grainger</td>
<td>Tools, Operating Supplies and Repair/Replacement parts</td>
<td>01/01/18</td>
<td>12/31/18</td>
<td>1000</td>
<td>1100</td>
<td>52000 52200 52250</td>
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<td>3104-0001 SERV</td>
<td>Graybar Electric Company</td>
<td>Electrical supplies</td>
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<td>2874-0001 SERV</td>
<td>Grooto, Inc.</td>
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<td>3049-0001 SERV</td>
<td>HP Products Corporation/Ferguson</td>
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<td>3227-0001 SERV</td>
<td>Interboro Packaging Corporation</td>
<td>Cleaning supplies</td>
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<td>3098-0001 SERV</td>
<td>The Sherwin-Williams Company</td>
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<td>2737-0001 SERV</td>
<td>Wheaton Sanitary</td>
<td>Sanitary sewer utility services</td>
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## Schedule of Purchases Under $5,000

**November 20, 2018**

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<th>DESCRIPTION</th>
<th>FUND</th>
<th>DEPT</th>
<th>ACCOUNT</th>
<th>AMOUNT</th>
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<td>Kinsale Contracting Group, Inc.</td>
<td>Building Improvements</td>
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<td>Amerisafe</td>
<td>Operating Supplies</td>
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<td>Rental Max</td>
<td>Rental of Machinery &amp; Equipment</td>
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<td>18519</td>
<td>Safety-Kleen</td>
<td>Repair &amp; Maintenance Equipment</td>
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<td>18520</td>
<td>National Pump Supply</td>
<td>Replacement parts</td>
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<td>18521</td>
<td>Airgas North Central</td>
<td>Replacement parts</td>
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<td>1100</td>
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<td>18522</td>
<td>National Energy Control Corporation</td>
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<td>South Side Control Supply Co.</td>
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<td>Royal Pipe &amp; Supply Company</td>
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<td>Hesco Inc.</td>
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<td>18526</td>
<td>Noland Sales Corporation</td>
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AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND KNIGHT E/A, INC.
FOR ON-CALL PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et. seq.; and

WHEREAS, the COUNTY requires professional architectural and engineering services on an on-call as needed basis, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for various projects to maintain and repair assorted County buildings; and

WHEREAS, Knight E/A, Inc. ("CONSULTANT") has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed three hundred sixty thousand dollars and no cents ($360,000.00); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Knight E/A, Inc. is hereby accepted and approved in an amount not to exceed three hundred sixty thousand dollars and no cents ($360,000.00) and the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of the Resolution and the attached AGREEMENT to Knight E/A, Inc., 221 North LaSalle Street, Suite 300, Chicago, IL 60601; and State’s Attorney’s Office/Anthony Hayman.

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

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
Requisition 25k and over

FM-P-0321-18

PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST

DATE SUBMITTED | CONTRACT TOTAL AMOUNT | CONTRACT TERM | REQUESTING DEPT.
--- | --- | --- | ---
November 6, 2018 | $360,000.00 | DECEMBER 1, 2018 THROUGH NOVEMBER 30, 2021 | FACILITIES MANAGEMENT

SOLICITATION METHOD FOR SOURCE SELECTION

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

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**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

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**Vendor:** Knight E/A, Inc.

**Vendor #:** 11046

**Contract Term:** 12/1/18-11/30/21

**Contract Total:** $360,000.00

**Dept:** Facilities Management

**Contact:** Tim Harbaugh

**Phone:** 407-5700

**Assigned Committee:** PW 11/20/18

**Date:** Nov 5, 2018

---

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

Recommendation for the approval of a contract purchase order to Knight E/A, Inc, to provide on-call Professional Architectural and Engineering Services, as needed, for Facilities Management, for the three year period December 1, 2018 through November 30, 2021, for a total contract amount not to exceed $360,000.00.

**Reason for Procurement**

Architectural and engineering services are frequently required but not limited to, facilitate mechanical and structural review, code review during the design process, cost estimating for project feasibility and alternatives, specifications for repairs or upgrades, architectural investigations, recommendations and specifications for maintenance projects, small projects requiring architect or engineer stamped drawings for permit, and grant projects requiring a timely submittal.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 6000-1220-54010, 1000-1100-53010
- Budget Transfer (Date)

**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 Agreement 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 (30ILCSS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

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

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<td>Chairman's Office</td>
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**Attachment:** Knight EA - Checklist (FM-P-0321-18 : FM - Knight E/A)
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: Nov 5, 2018

MinuteTraq (IQM2) ID #: 13853
Department Requisition #: 

Requesting Department: Facilities Management
Department Contact: Laura Grobe
Contact Email: laura.grobe@dupageco.org
Contact Phone: 407-5665
Vendor Name: Knight E/A, Inc.
Vendor #: 11046

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 Knight E/A, Inc., to provide on-call Professional Architectural and Engineering Services, as needed, for Facilities Management, for the three year period December 1, 2018 through November 30, 2021, for a total contract amount not to exceed $360,000.00.

Summary Explanation/Background
- Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Facilities Management has one architectural planner on staff working on projects that do not require stamped architectural drawings for permit: preliminary investigation for new work or remodeling, field measuring, layouts, sketches or details using AutoCAD, preparation of bid specifications using CSI format, furniture replacements, ADA accessibility, LEED documentation, maintaining project documentation, building specifications, and as-built files for all County facilities.

Strategic Impact
Quality of Life
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
Supplementary architectural and engineering services are frequently required but not limited to, facilitate mechanical and structural review, code review during the design process, cost estimating for project feasibility and alternatives, specifications for repairs or upgrades, architectural investigations, recommendations and specifications for maintenance projects, small projects requiring architecture or engineer stamped drawings for permit, and grant projects requiring a timely submittal.

Source Selection/Vetting Information
- Describe method used to select source.
A request for Statement of Interest for On-Call Architecture was issued, 16 firms responded. Staff has reviewed the qualifications of these firms and narrowed the selection to three firms to perform this consulting on behalf of the County and has determined that Knight E/A, Inc. possesses the qualified architectural and engineering staff on board with comprehensive facilities experience to provide on-call professional architectural and engineering consulting services on behalf of the County. An hourly rate contract with an annual escalation of 3% has been negotiated with a not to exceed contract amount of $360,000.00 to facilitate anticipated building maintenance, repair and grant projects.

Recommendations/Alternatives
- Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1) Staff recommends approval of a professional services contract with Knight E/A, Inc. to provide on call architectural and engineering services as needed for Facilities Management, for a not to exceed contract in the amount of $360,000.00.
2) Select another firm to provide these consulting services. However, staff has determined that Knight E/A, Inc. possesses the qualified architectural and engineering staff on board with comprehensive facilities experience to provide on-call professional architectural and engineering consulting services on behalf of the County.

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.
Funds are available in 1000-1100-53010 Engineering/Architecture; 6000-1220-54010 Building Improvement
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS 
AND KNIGHT E/A, INC. 
FOR ON-CALL PROFESSIONAL ARCHITECTURAL 
AND ENGINEERING SERVICES 
FOR FACILITIES MANAGEMENT

This Professional Service Agreement ("AGREEMENT"), is made this 27th day of November, 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 Knight E/A, Inc., licensed to do business in the State of Illinois, with offices at 221 North LaSalle Street, Suite 300, Chicago, IL 60601; (hereinafter referred to as the CONSULTANT).

RECIPLS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et. seq.; and

WHEREAS, the COUNTY requires professional architectural and engineering services on an on-call as needed basis, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for various projects to maintain and repair assorted County buildings; and

WHEREAS, Knight E/A, Inc. ("CONSULTANT") has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed three hundred sixty thousand dollars and no cents ($360,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

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 7.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

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 and, or, supervised 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 Deputy Director of the DuPage County Facilities Management Department, (hereinafter referred to as the “DEPUTY DIRECTOR”), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR, 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 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DEPUTY DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS.

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

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

4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraph 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to the AGREEMENT to agree and covenant to indemnify and hold harmless the COUNTY (and the COUNTY’S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of the AGREEMENT.

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 Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2021, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by
changes ordered by the COUNTY, or any other causes beyond the CONSULTANT’S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DEPUTY DIRECTOR directs, the deliverables specified in Exhibit “B” of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for “on-call” services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed three hundred sixty thousand dollars and no cents ($360,000.00). 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.

7.3 For work performed, as ordered by the COUNTY, the COUNTY shall pay the CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto in Exhibit “C”. The CONSULTANT may periodically invoice the COUNTY for payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the staff time spent for each particular work item or assignment.

7.4 The CONSULTANT shall submit its invoices, for services ordered and rendered, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the particular work item or assignment being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task,
personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making its request for compensation.

7.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments 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. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.6 Following the CONSULTANT’s satisfactory completion of all work specified in Exhibit “A,” and upon receipt, review and acceptance of all deliverables specified in Exhibit “B,” the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.5 above.

7.7 The COUNTY reserves the right to charge for additional processing of invoices 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.

7.8 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.

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 three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. *An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL  60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.*

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. *An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL  60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.*

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the
date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.

8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] 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 reasonable costs, fees and expense of defense, arising from, any loss, damage, injury, death, or loss or damage to property to the extent resulting from, the CONSULTANT’S, or its sub-consultant’s, negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance 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 its vendors’, 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, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT’S services, and its vendors’, 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’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT.

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A 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, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT’S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

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 its vendors, 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 its vendors, 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 its vendors, 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); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

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 DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the 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 early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
(b) The expiration of this AGREEMENT on November 30, 2021, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2021.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. 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 work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, 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, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

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

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

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

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

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

17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

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

20.0 GOVERNING LAW.

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

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

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

Knight E/A, Inc.
221 North LaSalle Street, Suite 300
Chicago, IL 60601
ATTN: Kevin E. Lentz, P.E.
President, Chief Operating Officer

DuPage County Department of Facilities Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Tim Harbaugh
Deputy Director

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) 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, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

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

24.0 QUALIFICATIONS

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

24.2 The CONSULTANT’s key personnel specified in the AGREEMENT shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor’s name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such
access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY’S permission, or legal authority, to enter onto the property of a third party.

25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE

BY:__________________________

DANIEL J. CRONIN, CHAIRMAN

DU PAGE COUNTY BOARD

PAUL HINDS, COUNTY CLERK

KNIGHT E/A, INC.

BY:____________________________

KEVIN LENTZ

PRESIDENT, CHIEF OPERATING OFFICER

NAME:

TITLE:
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for the on-call professional architectural and engineering services contract, for the period, from December 1, 2018 through November 30, 2021.

CONSULTANT will provide COUNTY with on-call professional architectural and engineering support, on an as-needed basis, for various projects throughout the COUNTY’S facilities. The scope of each task will be defined at the time of the request for services as directed by the COUNTY.

Although the scope of each Task Order will be defined at the time of the Request for Proposal, we understand that these services may include, but are not limited to:

- Architectural Design and construction document production
- Mechanical, Electrical, and Plumbing Engineering
- Structural Engineering
- Landscape Architecture
- Land Surveying Services
- Site/Civil Engineering
- Municipal Engineering
- Construction Administration, Inspection & Management
- Environmental Engineering
- Regulatory Compliance for IEPA issued NFA/CNS letters and CERCLA Covenants issued by United States
- Environmental Impact Statements
- Cost Estimating
- Geotechnical Engineering
- Site Safety & Quality Assurance
- Providing Building and Fire Code information/reviews
- Producing presentation-level architectural schematic and design work
EXHIBIT B

DELIVERABLES

This contract is an on-call contract with deliverables to be specified by COUNTY staff. These deliverables may include; but may not be limited to the following:

- Survey information
- Building code reviews
- Bid document specifications in CSI format
- Design Sketches
- Drawings in AutoCAD format
- Cost estimating to determine project feasibility and alternatives
- Structural reviews
- Mechanical / Electrical / Plumbing (MEP) Planning & Design
- Interior Design Services
- Mechanical, Civil and Electrical Engineering Services
- Handicapped Accessibility Compliance
- Other deliverables as needed and approved
EXHIBIT C

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of hourly rates for CONSULTANT’S staff.

All work listed under Exhibit “A”, Scope of Work, shall be billed at the following hourly rates:

<table>
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<tr>
<th>Classification (Grade)</th>
<th>Billing Rate with 3% Escalation</th>
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<td>Survey Party Chief</td>
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<td>Classification (Grade)</td>
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### Purchase Requisition

**Procurement Services Division**

**Date:** Nov 5, 2018

**MinuteTraq (IQM2) ID #:** 13853

**Department Req #:**

**RFP, Bid or Quote #:**

#### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Knight E/A, Inc.</th>
<th>Vendor #: 11046</th>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Roxanne Knapp</td>
<td>Email: <a href="mailto:rknapp@knightea.com">rknapp@knightea.com</a></td>
<td>Attn: Tim Harbaugh</td>
<td>Email: <a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 221 North LaSalle Street, Suite 300</td>
<td>Address: 421 N. County Farm Road</td>
<td>City: Chicago State: IL Zip: 60601</td>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 312-577-3319</td>
<td>Fax: 312-577-3526</td>
<td>Phone: 630-407-5700</td>
<td>Fax: 630-407-5701</td>
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#### Send Invoices To:

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<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Attn: Tim Harbaugh</td>
<td>Email: <a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 221 N LaSalle Street, Suite 300</td>
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#### Send Payments To:

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<td>Fax:</td>
<td>Phone: 630-407-5700</td>
<td>Fax:</td>
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#### Payment Terms

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<th>Contract End Date</th>
<th>Use for</th>
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<td>Nov 30, 2021</td>
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**Requisition Total:** $360,000

### Header Comments

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

On-call Professional Architectural and Engineering Services

### 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 11/20/18, CB 11/27/18
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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
Melissa Mulhern

Title
Chief Financial Officer

Date
Nov 2, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 (total number of pages)
## Required Vendor Ethics Disclosure Statement (continued)

<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>Citizens for Donald Puchalski</td>
<td>Knight Partners, LLC</td>
<td>Check</td>
<td>$1,000.00</td>
<td>04/16/18</td>
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</table>

**Signature on file**:  

**Date**: 11/02/18  

Page 2 of 2
WHEREAS, the Illinois General Assembly has granted the COUNTY authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106, et. seq.; and

WHEREAS, pursuant to the statutory and constitutional authority granted the County of DuPage, the County owns and maintains several buildings known as the DuPage County Governmental Campus ("Campus") in Wheaton, Illinois as the County’s seat of government; and

WHEREAS, the COUNTY requires professional engineering services for Phase II of the Water Efficiency Study for the County Campus, to provide DuPage County with actionable recommendations and projects that reduce water consumption at the Campus; and

WHEREAS, additionally, the COUNTY requires professional engineering services to provide On-Call Engineering Services, on an as-needed basis, for various projects at County facilities. The scope of each task will be defined at the time of the request for services as directed by the County. The Consultant will bill the County for all tasks, assignments and work performed in accordance with the Schedule of Charges; and

WHEREAS, Farnsworth Group, Inc. (the CONSULTANT) has experience and expertise in such services and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed forty-four thousand one hundred forty dollars ($44,140.00); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Farnsworth Group, Inc. is hereby accepted and approved in an amount not to exceed forty-four thousand one hundred forty dollars and no cents ($44,140.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.
Requisition 25k and over

FM-P-0322-18

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Jim Rickert, Farnsworth Group, Inc., 2709 McGraw Drive, Bloomington, IL 61704 and State's Attorney's Office/Anthony Hayman.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

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

**REQUISITION**

This form must accompany all County Purchase Requisitions.

## NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 6, 2018</td>
<td>THROUGH NOVEMBER 30, 2019</td>
<td>$44,140.00</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

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

- Laura Grobe: Completed 11/06/2018 8:48 AM
- Tim Harbaugh: Completed 11/06/2018 11:15 AM
- Nick Kottmeyer: Completed 11/06/2018 3:52 PM
- Kathy Ostrowski: Completed 11/06/2018 4:37 PM
- James McGuire: Completed 11/07/2018 2:43 PM
- Paul Rafac: Completed 11/08/2018 5:47 PM
- Tom Cuculich: Completed 11/09/2018 7:39 AM
- Kathy Ostrowski: Completed 11/15/2018 11:31 AM
- Public Works Committee: Pending 11/20/2018 9:15 AM
- Finance Committee: Pending 11/27/2018 8:00 AM
- County Board: Pending 11/27/2018 10:00 AM
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Farnsworth Group, Inc.  Contract: through 11/30/19  Contract Total: $44,140.00
Vendor #:  Contact: Tim Harbaugh  Phone: 407-5700  Assigned PW 11/20/18
Dept: Facilities Management  Committee: CB 11/27/18

Description of Procurement/Scope of Work/Background:
Recommendation for the approval of a contract purchase order to Farnsworth Group, Inc., to provide Professional Engineering Services for Phase II of the Water Efficiency Study and on-call Professional Engineering Services, as needed, for Facilities Management, for the period through November 30, 2019, for a total contract amount not to exceed $44,140.00.

Reason for Procurement:
The overall objective of the Phase II Water Efficiency Study is to receive actionable recommendations and projects that reduce the campus' water consumption and offer a reasonable return on our investment.

FUNDING SOURCE:

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

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ______________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ______________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ______________________

PREPARED BY AND APPROVAL(S) (Initials Only)
LG  Nov 5, 2018  11/6/2018  11-7-18
Prepared By  Date  Recommended for Approval  Date  IT Approval, if required  Date

REVIEWED BY (Initials Only)
Buyer  11-7-18  11-7-18
Date  Procurement Officer  Date
Chief Financial Officer  11-8-18  11-9-18
(Decision Memos Over $25,000)  Date  Chairman's Office  Date
(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.

<table>
<thead>
<tr>
<th>Requesting Department: Facilities Management</th>
<th>Department Contact: Laura Grobe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:laura.grobe@dupageco.org">laura.grobe@dupageco.org</a></td>
<td>Contact Phone: 407-5665</td>
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<tr>
<th>Vendor Name: Farnsworth Group, Inc.</th>
<th>Vendor #:</th>
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</table>

**Date:** Nov 5, 2018

**MinuteTraq (IQM2) ID #:** 13784

**Department Requisition #:**

---

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

Recommendation for the approval of a contract purchase order to Farnsworth Group, Inc., to provide Professional Engineering Services for Phase II of the Water Efficiency Study and on-call Professional Engineering Services, as needed, for Facilities Management, for the period through November 30, 2019, for a total contract amount not to exceed $44,140.00.

---

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

The overall objective of the Phase II Water Efficiency Study is to receive actionable recommendations and projects that reduce the campus' water consumption and offer a reasonable return on our investment.

---

**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.

Financial Planning

The cost of water and sanitary sewer service has increased significantly over the past several years. Facilities Management is looking to reduce the campus' water consumption.

---

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

A request for Statement of Interest for a DuPage County Water Efficiency Study, Phase II was issued; one (1) firm responded. Staff has reviewed the qualifications, including checking references, of this firm and has determined that Farnsworth Group, Inc. possesses the qualified engineering staff to provide the Water Efficiency Study, Phase II on behalf of the County.

---

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

1) Staff recommends the approval of a contract purchase order to Farnsworth Group, Inc., to provide Professional Engineering Services for Phase II of the Water Efficiency Study and on-call Professional Engineering Services, as needed.

2) Do not proceed with this work.

---

**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.

Funds are available in 6000-1220-54010 BUILDING IMPROVEMENTS
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND FARNSWORTH GROUP, INC.
FOR PROFESSIONAL ENGINEERING SERVICES
FOR PHASE II OF THE WATER EFFICIENCY STUDY
AND AS-NEEDED FOR VARIOUS PROJECTS
FOR FACILITIES MANAGEMENT

This Professional Service Agreement ("AGREEMENT"), is made this 27th day of
November, 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 Farnsworth Group, Inc., licensed to do business in the State of Illinois,
with offices at 2709 McGraw Drive, Bloomington, IL 61704; (hereinafter referred to as
the CONSULTANT).

RECITALS

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to
operate, maintain and keep in repair necessary COUNTY buildings and to enter into
agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55,
paragraphs 5/5-1106, et. seq.; and

WHEREAS, pursuant to the statutory and constitutional authority granted the
County of DuPage, the County owns and maintains several buildings known as the
DuPage County Governmental Campus ("Campus") in Wheaton, Illinois as the County’s
seat of government; and

WHEREAS, the COUNTY requires professional engineering services for Phase II
of the Water Efficiency Study for the County Campus, to provide DuPage County with
actionable recommendations and projects that reduce water consumption at the Campus;
and

WHEREAS, additionally, the COUNTY requires professional engineering services
to provide On-Call Engineering Services, on an as-needed basis, for various projects at
County facilities. The scope of each task will be defined at the time of the request for
services as directed by the County. The Consultant will bill the County for all tasks,
assignments and work performed in accordance with the Schedule of Charges; and

WHEREAS, the CONSULTANT has experience and expertise in such services
and is in the business of providing such professional engineering services and is willing to
perform the required services for an amount not to exceed forty-four thousand one
hundred forty dollars ($44,140.00); and
NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

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

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

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 7.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

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 and, or, supervised 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 Deputy Director of the DuPage County Facilities Management Department, (hereinafter referred to as the “DEPUTY DIRECTOR”), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR, 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 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3, 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DEPUTY DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS.

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

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

4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraph 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to the AGREEMENT to agree and covenant to indemnify and hold harmless the COUNTY (and the COUNTY’S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of the AGREEMENT.

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 Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 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 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 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DEPUTY DIRECTOR directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for requested services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed forty-four thousand one hundred forty dollars ($44,140.00). 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.
7.3 For work performed by the CONSULTANT, for Phase II of the Water Efficiency Study for the DuPage County Governmental Campus, the COUNTY shall pay CONSULTANT a fixed fee upon the satisfactory completion of the work defined in Exhibit A. The fixed fee includes all costs, including incidental and direct costs, related to CONSULTANT’S performance of that particular task; which work is more fully defined in Exhibit A. And, for additional Professional Engineering Services, performed by CONSULTANT on an on-call basis as ordered by the County, the COUNTY shall pay the CONSULTANT in accordance with the Schedule of Charges incorporated hereto in Exhibit “C”.

7.4 The CONSULTANT shall submit its invoices, for services rendered, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making its request for compensation.

7.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments 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. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.6 Following the CONSULTANT’s satisfactory completion of all work specified in Exhibit “A,” and upon receipt, review and acceptance of all deliverables specified in Exhibit “B,” the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.5 above.

7.7 The COUNTY reserves the right to charge for additional processing of invoices 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.

7.8 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.

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 three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.
8.1.d  **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually.  An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL  60187, as an additional insured.  This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

8.1e  **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

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

8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.

8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] 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 reasonable costs, fees and expense of defense, arising from, any loss, damage, injury, death, or loss or damage to property to the extent resulting from, the CONSULTANT’S, or its sub-consultant’s, negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance 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 its vendors’, 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, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors’, 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’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT.

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A 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, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach of any covenant or
term of this AGREEMENT by one of the CONSULTANT’S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all 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 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

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 its vendors, 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 its vendors, 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 its vendors, 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); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

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 DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the 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 early termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on November 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 November 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, or after the early termination of this AGREEMENT, or during a provisional extension period. 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 work satisfactorily performed prior to the AGREEMENT’S termination, or expiration, and delivered in accord with Paragraph 6.1, 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, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY’S election.

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

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

17.0 ENTIRE AGREEMENT.

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

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

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

17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

**Farnsworth Group, Inc.**
2709 McGraw Drive
Bloomington, IL 61704
ATTN: Jim Rickert

**DuPage County Department of Facilities Management**
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Tim Harbaugh, Deputy Director
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) 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, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.
24.2 The CONSULTANT’s key personnel specified in the AGREEMENT shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor’s name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

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

COUNTY OF DUPAGE
BY: __________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
ATTEST BY: _______________________

FARNSWORTH GROUP, INC.
BY: __________________________
TIMOTHY A. KIEFER
PRINCIPAL
FARNSWORTH GROUP, INC.
ATTEST BY: _______________________

NAME: _______________________
TITLE: _______________________
NAME: _______________________
TITLE: _______________________
October 24, 2018

Mr. Tim Harbaugh, PE, DEE
DuPage County Deputy Director of Facilities
421 N. County Farm Rd.
Wheaton, IL 60187

Re: DuPage County Water Efficiency Study, Phase II

Dear Tim:

Farnsworth Group (FGI) is pleased to present this proposal to DuPage County for professional services for Phase II of the Water Efficiency Study for the DuPage County Government Campus in Wheaton, IL. We sincerely appreciate the opportunity to work with you.

Exhibit A 1.0 Scope of Work

- The project scope is based on our understanding of the project from the initial letter of interest, review of Phase I Study (Primera), and meeting/walk-through of campus with Tim and his staff.
- The overall objective is to provide DuPage County with actionable recommendations and projects that reduce the campus’ water consumption and offer an attractive payback.
- The project will focus on the known improvement opportunities but will also assess additional opportunities as part of our investigation.
- Farnsworth Group offers the following scope of services for consideration. The project scope is identified in three (3) phases: Investigation, Analysis, and Recommendations.

1.1 Investigation

- Facilitate initial kick-off at start of project and progress meeting at end of investigation phase with DuPage County.
- Develop and update a working project plan and schedule.
- Perform site assessment of campus water consuming systems focusing on the following areas.
  - Central Plant
    - Review current operation of cooling towers including make-up/blowdown and chemical treatment. Also review operation of chilled water system at plant.
    - Collect available historical trend data on chilled water and condenser water system. Set up temporary portable data logging if desired data is not available via historical trends.
    - Review current cooling tower water treatment maintenance with Central Plant staff.
    - Review existing make-up water/blow down metering configuration.
    - Evaluate options and provide recommendation for county to install non-potable well exclusively for Central Plant make-up water supply.
  - Care Center
Verify fixtures type and quantities and number of occupants/users. Identify any constraints with retrofitting fixtures.

Review overall domestic water system including incoming meter configuration, drain slopes, and incoming pressure to identify any issues related to fixture upgrade or other deficiencies.

Review kitchen and laundry equipment and usage.

- County Jail
  - Verify fixtures type and quantities and number of occupants/users. Identify any constraints with retrofitting fixtures and potential impact to walls in cell or behind.
  - Review overall domestic water system including incoming meter configuration, drain slopes, and incoming pressure to identify any issues related to fixture upgrade or other deficiencies.
  - Review kitchen and laundry equipment and usage.

- DOT
  - Review vehicle/equipment washing equipment and process.

- Other
  - Other campus buildings will be evaluated from a high level to determine if there are any additional opportunities that require further investigation.
  - Additional areas/system of focus which result from assessment of above, will be included in overall assessment and discussed further with DuPage County.

- Provide assessment findings in summary report to DuPage County to ensure all items have been captured prior to proceeding with analysis and recommendations.

1.2 Analysis

- Evaluate chilled and condenser water trend and monitored data to determine inefficiencies and areas for improvement and optimization.
- Analyze cooling tower O&M and equipment configuration to determine potential measures to optimize tower operation and minimize make-up water usage.
- Determine potential fixture replacements for Care Center and Jail based on criteria determined during investigation. Direct retrofits along with potential control/automation equipment will be evaluated.
- Analyze usage of kitchen and laundry equipment in Care Center and Jail and vehicle/equipment washing at DOT to determine potential for upgrades to equipment or operation.
- Perform life cycle cost analysis (LCCA) for each potential water saving measure. A baseline model will be established for existing systems and then compared with potential measures.
- Provide analysis findings in summary report to DuPage County to ensure all items have been captured prior to proceeding with final recommendations.

1.3 Recommendations

- Develop preliminary list of potential measures sorted by simple payback for review by DuPage County. Measures will include description, water/cost savings, project cost, and desired financial terms (Payback, NPV, SIR, ROI).
- Review preliminary measures with DuPage County to revise and finalize list of measures as desired.
• Provide final report which includes all findings, analysis, recommended measures and improvements.
  o Recommendations will be provided as actionable measures that will directly translate into projects for DuPage County.
    ▪ Specific equipment make/models for retrofits.
    ▪ Details on modifications to any existing piping/equipment or operations.
    ▪ Project costs based on vendor/contractor costs estimates.
  o Any available incentives will be included in final recommendations.
• Facilitate project wrap-up meeting with DuPage County to present final report.

1.4 On-Call Engineering Services

• Provide On-Call Engineering Services, on an as-needed basis, for various projects throughout the County's facilities. The scope of each task will be defined at the time of the request for services as directed by the County. The Consultant will bill the County for all tasks, assignments and work performed in accordance with the Schedule of Charges.

Exhibit B

2.0 Deliverables

<table>
<thead>
<tr>
<th>Investigation Phase</th>
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<tbody>
<tr>
<td>Kick-off Meeting Minutes</td>
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<tr>
<td>Plan &amp; Schedule</td>
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<tr>
<td>Site Assessment Report</td>
</tr>
<tr>
<td>Analysis Phase</td>
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<tr>
<td>Analysis Summary Report</td>
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<tr>
<td>Preliminary List of Measures</td>
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<tr>
<td>Recommendations Phase</td>
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<td>Final List of Measures</td>
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<tr>
<td>Draft Final Report</td>
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<tr>
<td>Approved Final Report</td>
</tr>
<tr>
<td>Wrap-up Meeting Minutes</td>
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</tbody>
</table>

Exhibit C

3.0 Schedule of Fees

Based on the above, the fees below have been identified as described in the Scope of Work. Farnsworth Group will provide the described services for a not to exceed fee:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
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<tr>
<td>Analysis</td>
<td>$10,230</td>
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<tr>
<td>Recommendations</td>
<td>$8,990</td>
</tr>
<tr>
<td>On-Call Engineering Services</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

$44,140
Additional services resulting in revisions to the scope of work will be performed on an hourly or stipulated fee basis, only when presented to DuPage County and subsequently authorized in writing.

Farnsworth Group is excited about our opportunity to serve DuPage County, and we look forward to beginning work on this important project. Please call me should you have any questions regarding our proposal.

Sincerely,

FARNSWORTH GROUP, INC.

Signature on file
Jim Rickert
Commissioning Manager

Attachment(s)

1. Schedule of Hourly Rates
# Schedule of Charges - January 1, 2018

<table>
<thead>
<tr>
<th>Commissioning Staff</th>
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<tbody>
<tr>
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<td>Principal/Vice President</td>
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## Units

- Overtime, If Required by Client – Non-Exempt Employees Only: 1.25x billing rate
- Expert Testimony: 2x billing rate
- Per diem: $51.00/day
- ATV & Trailer: $11.00/hr
- Field Vehicle: $13.00/hr
- Automobile mileage: $0.58/mile
- Software/CAD/Revit Station: $15.00/hr
- Hand Held GPS: $11.00/hr
- GPS Unit (each): $22.00/hr
- Utility Locator/Robotic Total Station: $22.00/hr
- Subconsultants & Other Reimbursable Expenses Related to Project*: Cost + 10%

*Includes the actual cost of prints/copies, supplies, travel charges, testing services, conferencing services, and other costs directly incidental to the performance of the above services.

**CHARGES EFFECTIVE UNTIL JANUARY 1, 2019 UNLESS NOTIFIED**
### Purchase Requisition

**Procurement Services Division**

**Date:** Nov 5, 2018

**MinuteTraq (IQM2) ID #:** 13784

**Department Req #:**

**RFP, Bid or Quote #:**

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<tr>
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</tr>
<tr>
<td><strong>Attn:</strong> Jim Rickert</td>
<td><strong>Attn:</strong> Tim Harbaugh</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jrickert@f-w.com">jrickert@f-w.com</a></td>
<td><strong>Email:</strong> <a href="mailto:katrina.boffa@dupageco.org">katrina.boffa@dupageco.org</a></td>
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<tr>
<td><strong>Address:</strong> 2709 McGraw Drive</td>
<td><strong>Address:</strong> 421 N. County Farm Road</td>
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<tr>
<td><strong>City:</strong> Bloomington</td>
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<td><strong>Phone:</strong> 708-275-1431</td>
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<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong> <a href="mailto:tim.harbaugh@dupageco.org">tim.harbaugh@dupageco.org</a></td>
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<td>On-Call Eng Svcs</td>
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<td>1220</td>
<td>54010</td>
<td>15,000.00</td>
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</tbody>
</table>

**Requisition Total:** $44,140

### Header Comments

(These comments will appear on the PO20 and PO25 Purchase Order):

Professional Engineering Services for Phase II of the Water Efficiency Study and on-call Professional Engineering Services

### 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 11/20/18, CB 11/27/18 Project #1804600
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: Oct 18, 2018

Bid/Contract/PO #: ________________________________

Company Name: Farnsworth Group, Inc
Company Contact: Jim Rickert
Contact Phone: 708-275-1431
Contact Email: jrickert@f-w.com

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

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

[ ] None (check here) - If no contributions have been made

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

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

[ ] None (check here) - If no contacts have been made

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

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

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

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

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

Authorized Signature: ________________________________
Signature on file: ________________________________

Printed Name: Jim Rickert
Title: Regional Manager
Date: Oct 18, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _________ (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ROBINSON ENGINEERING FOR ON-CALL DESIGN AND PERMITTING
PROFESSIONAL ENGINEERING SERVICES FOR WATER TOWERS, WATER TANKS,
AND WATER SYSTEMS FOR PUBLIC WORKS DEPARTMENT

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing professional engineering services and is willing to perform the required services for an amount not to exceed Seventy-Five Thousand Dollars and 00/100 ($75,000.00); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and ROBINSON ENGINEERING is hereby accepted and approved in an amount not to exceed Seventy-Five Thousand Dollars and 00/100 ($75,000.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Robinson Engineering; 127 N. Walnut Street, Suite 200, Itasca, Illinois 60143; Anthony Hayman/State's Attorney’s Office.

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

___________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
Requisition 25k and over

PW-P-0323-18

PAUL HINDS, COUNTY CLERK
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 30, 2018</td>
<td>NOVEMBER 27, 2018 THROUGH NOVEMBER 30, 2021</td>
<td>$75,000.00</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

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

- Angela Bendinelli: Completed 10/30/2018 11:55 AM
- Nick Kottmeyer: Completed 11/01/2018 4:42 PM
- Kathy Ostrowski: Completed 11/06/2018 8:15 AM
- James McGuire: Completed 11/06/2018 2:51 PM
- Paul Rafac: Completed 11/08/2018 5:49 PM
- Tom Cuculich: Completed 11/09/2018 7:37 AM
- Kathy Ostrowski: Completed 11/15/2018 11:55 AM
- Public Works Committee: Pending 11/20/2018 9:15 AM
- Finance Committee: Pending 11/27/2018 8:00 AM
- County Board: Pending 11/27/2018 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: Robinson Engineering</th>
<th>Contract: November 27, 2018 through November 30, 2021</th>
<th>Contract Total: $75,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Sean Reese</td>
<td>Phone: 640-985-7400</td>
</tr>
<tr>
<td>Description of Procurement/ Scope of Work/ Background</td>
<td>On-call professional engineering services for the period from November 27, 2018 through November 30, 2021 in the amount of $75,000.00.</td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>Robinson Engineering will be used for inspection, design &amp; engineering services involving County water towers, water tanks &amp; water distribution systems.</td>
<td></td>
</tr>
</tbody>
</table>

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 2000-2640-53030 / 2000-2640-54030
- [ ] Budget Transfer (Date) __________________ Add'l Information

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________

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

- [Mark] 10/30/18
- [Mark] 10/30/18

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

### REVIEWED BY (Initials Only)

- [Mark] 11/6/18
- [Qm] 11-6-18

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

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

- [Mark] 11-6-18
- [Qm] 11-6-18

<table>
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<tr>
<th>Date</th>
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</table>

Dec 30, 2018

Packet Pg. 92
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: Oct 23, 2018
MinuteTraq (IQM2) ID #: 13781
Department Requisition #: 

Requesting Department: Public Works
Contact Email: Sean.Reese@dupageco.org
Vendor Name: Robinson Engineering

Department Contact: Sean Reese
Contact Phone: 630-985-7400
Vendor #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
This contract is needed for on-call professional engineering services to include projects related to the County's water towers, water tanks and water distribution systems.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Public Works is in need of engineering services related to the water systems including bi-annual water tower inspections, distribution system design & modeling and antenna tower infrastructure review.

Strategic Impact
Quality of Life
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
This contract will be used for various projects in order to ensure continued reliable potable water services to our County customers.

Source Selection/Vetting Information - Describe method used to select source.
A request for a statement of interest from qualified firms was posted and we received 2 responses. Based on project experience and internal staff areas of expertise staff recommends Robinson Engineering for these on-call services.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
1) Contract with Robinson Engineering for this professional engineering contract. This option is recommended due to project experience and staff expertise in the area of water distribution infrastructure.
2) Contract with an alternative engineering firm. Not recommended due to the expertise of Robinson Engineering.
3) Do not have contract. Not recommended due to the need for improvements within the water distribution system to continue to provide reliable drinking water to our residents.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
$50,000 will be removed from line item 2000-2640-53010
$25,000 will be removed from line item 2000-2640-54030
**Purchase Requisition**

Procurement Services Division

---

### Send Purchase Order To:
- **Vendor:** Robinson Engineering
- **Vendor #:**
- **Dept.:** DuPage County Public Works
- **Division:**
- **Attn.:**
- **Email:**
- **Address:** 127 N. Walnut, Suite 200
- **City:** Itasca
- **State:** IL
- **Zip:** 60143
- **Phone:** 847-250-5635

### Send Invoices To:
- **Dept.:**
- **Division:**
- **Attn.:**
- **Email:**
- **Address:** 7900 S. Route 53
- **City:** Woodridge
- **State:** IL
- **Zip:** 60517
- **Phone:** 630-985-7400

### Send Payments To:
- **Vendor:**
- **Vendor #:**
- **Attn.:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**

### Send Payments To:
- **Vendor:**
- **Vendor #:**
- **Attn.:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**

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

### Ship To:
- **Dept.:** SAME
- **Division:**
- **Attn.:**
- **Email:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**

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<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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<td>On-call professional engineering services for water tower, tank and system engineering</td>
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<td>53010</td>
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<td>2</td>
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<td>On-call professional engineering services for water tower, tank and system engineering</td>
<td>2000</td>
<td>2640</td>
<td>54030</td>
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<td>25,000.00</td>
<td>$25,000</td>
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<td>$0.00</td>
</tr>
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</table>

**Requisition Total:** $75,000

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

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

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

---

Date: Oct 23, 2018

MinuteTraq (IQM2) ID #: 13781

Department Req #: 

RFP, Bid or Quote #: 

---

**Packet Pg. 94**
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: 10-29-2018

| Company Name: Robinson Engineering, Ltd | Company Contact: Paul Ruscko |
| Contact Phone: (224) 908-3981 | Contact Email: PRuscko@reldt.com |

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

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

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount=Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Robinson Engineering, Ltd</td>
<td>10/18/18 Fundraiser</td>
<td>$500.00</td>
<td>10/10/2018</td>
</tr>
<tr>
<td>Friends of Dino Gavanes</td>
<td>Robinson Engineering, Ltd</td>
<td>09/27/18 Fundraiser</td>
<td>$150.00</td>
<td>09/20/2018</td>
</tr>
<tr>
<td>Citizens to Elect Jim Zay</td>
<td>Robinson Engineering, Ltd</td>
<td>11/02/18 Reception</td>
<td>$250.00</td>
<td>09/20/2018</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Ruscko, Aaron Fundich, Rick Leber</td>
<td>(847) 250-5635</td>
<td><a href="mailto:PRuscko@reldt.com">PRuscko@reldt.com</a>; <a href="mailto:AFundich@reldt.com">AFundich@reldt.com</a>; <a href="mailto:RLeber@reldt.com">RLeber@reldt.com</a></td>
</tr>
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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: Paul R. Ruscko, PE
Title: Senior Project Manager
Date: 10/29/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND ROBINSON ENGINEERING FOR ON-CALL DESIGN AND PERMITTING PROFESSIONAL ENGINEERING SERVICES FOR WATER TOWERS, WATER TANKS, AND WATER SYSTEMS FOR PUBLIC WORKS DEPARTMENT

AGREEMENT, made this 27th day of November, 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 ROBINSON ENGINEERING licensed to do business in the State of Illinois, with offices at 127 N. Walnut Street, Suite 200, Itasca, IL 60143; (hereinafter referred to as the CONSULTANT).

RECITALS

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

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

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

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing professional engineering services and is willing to perform the required services for an amount not to exceed Seventy Five Thousand Dollars and 00/100 ($75,000.00); and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

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

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

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

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

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

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

4.0 TECHNICAL SUBCONSULTANTS.

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

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

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

5.0 TIME FOR PERFORMANCE

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

5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2021, unless the term of this AGREEMENT is extended.

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

6.0 COMPENSATION.

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

6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances Seventy Five Thousand dollars and 00/100 ($75,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work not stated in the Scope of Work, the CONSULTANT shall not be responsible for performing such work until this AGREEMENT is modified pursuant to Article 14.0.

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

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

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

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

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

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

6.7 RESERVED.

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

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

7.0 DELIVERABLES

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

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a Worker's Compensation Insurance in the statutory amounts.

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

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

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of bodily injury or property damage in the aggregate annually.

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

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

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

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

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

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

9.0 INDEMNIFICATION.

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT’S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS.

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

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

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

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

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

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

14.0 MODIFICATION OR AMENDMENT.

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

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

15.0 TERM OF THIS AGREEMENT.

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

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

(b) November 30, 2021, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2021.

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

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT.

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

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

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

17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

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

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

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Robinson Engineering
127 N. Walnut Street, Suite 200
Itasca, Illinois  60143
ATTN:  Aaron Fundich, Executive Vice-President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois   60187
ATTN:  Nicholas W. Kottmeyer, P.E., Superintendent

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 RESERVED

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.
IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

__________________
NAME:
TITLE:

DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY:

__________________
NAME:
TITLE:

PAUL HINDS, COUNTY CLERK

ATTEST BY:
CONSULTANT may be responsible to perform, but not limited to, the following tasks related to COUNTY'S water towers, water tanks, and water systems:

- Tower inspection of both wet and dry tanks
  - Evaluate welding, blasting, and coating conditions
  - Sedimentation conditions
  - Overall site evaluation
  - Underwater or dry inspection services as needed for eight water storage facilities
- Non-legal technical lease reviews
  - Protect the owner's rights and property
  - Future tower maintenance
  - Working around the antennas
  - Delineating costs associated with future maintenance
- Engineering review of proposed antenna installation
  - Structural integrity
  - Compliance with OSHA regulations
  - Consideration of welding and coating aspects external and internal
  - Minimizing obstructions to future maintenance
- Plan preparation, specifications, and estimated costs
  - Painting and reconditioning
  - Other maintenance and repair needs
  - Other design issues as encountered
- Project/construction management
  - Upgrade or de-construction requests of antenna installations
  - Assessment of the wireless company plans, contractors, and progress
  - Advises on the best means of proceeding when technical issues arise
- Water system, water tower, and water tank engineering services
  - Planning, design engineering, permitting assistance, bid assistance, construction engineering, construction contract administration, and construction observation
  - Water rate studies and capital improvement programming
  - Troubleshooting, process control assistance, and operator training
  - Regulatory compliance assistance
  - Loan acquisition assistance

Contract Not To Exceed: $75,000.00 ($25,000.00 per year over 3 years)
## SCHEDULE B - RATES
Robinson Engineering, Ltd.
On-Call Professional Engineering Services - Water Tower, Tank, & System

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<th>Labor Billing Category</th>
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<td>Field Crew Chief</td>
<td>$33.20</td>
<td>$35.00</td>
</tr>
<tr>
<td>IT Coordinator</td>
<td>$37.60</td>
<td>$37.60</td>
</tr>
<tr>
<td>IT Technologist</td>
<td>$30.35</td>
<td>$30.35</td>
</tr>
<tr>
<td>Administrative 1</td>
<td>$11.35</td>
<td>$35.70</td>
</tr>
<tr>
<td>Administrative 2</td>
<td>$21.65</td>
<td>$22.40</td>
</tr>
<tr>
<td>Project Administration</td>
<td>$19.80</td>
<td>$49.25</td>
</tr>
</tbody>
</table>

Above rates are effective through 12/31/19
Project multiplier: 2.8
SCHEDULE C – DELIVERABLES
DuPage County, Illinois
On-Call Professional Engineering Services – Water Tower, Tank, & System Engineering Services

CONSULTANT may be responsible to provide, but not limited to, the following deliverables related to the COUNTY’S water towers, water tanks and water systems:

- Evaluation reports
- Non-legal technical review memorandum
- Engineering review memorandum
- Rate studies
- Project planning reports
- Bidding documents
  - Plans
  - Specifications
- Engineer’s opinion of probable construction costs
- Bid tabulations
- Construction contract administration documentation
- Construction observation daily reports
- Meeting agendas and minutes
- Project management status reports
- Construction management status reports
Requisition under 25k dollars

2018-287
Requisition under 25k dollars

2018-287

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

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>PUBLIC WORKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 6, 2018</td>
<td></td>
<td>$7,271.80</td>
<td></td>
<td></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>11/06/2018 10:45 AM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>11/06/2018 3:50 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/07/2018 8:19 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>11/07/2018 2:41 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>11/08/2018 5:57 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>11/15/2018 12:59 PM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Pending</td>
<td>11/20/2018 9:15 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: Mid American Water</th>
<th>Vendor #:</th>
<th>Contract Term: N/A</th>
<th>Contract Total: $7,271.80</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Public Works</td>
<td>Contact: Amy Arlowe</td>
<td>Phone: 630-985-7400</td>
<td>Assigned Committee: Public Works</td>
</tr>
</tbody>
</table>

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

Water meter installation per E-quote #Q18-208-PW in the amount of $7,271.80

**Reason for Procurement**

Meter installation parts are for the installation of a new water meter to be located at the Stratford Green Apartments in Willowbrook. The current water meter in that location was tested and failed due to under-registering water usage.

**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 # Q128-208-PW (QUOTE < $25,000, BID $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S1) (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 (30ILCS52S)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP #
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE BID #

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

PREPARED BY: Date: 11/6/2018

Recommended for Approval: Date: 11/6/2018

IT Approval, if required: Date:  

**REVIEWED BY (Initials Only)**

Prepared By: Date: 11-7-18

Procurement Officer: Date: 11-7-18

Chief Financial Officer (Decision Memos Over $25,000): Date: 11-8-18

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

---

Attachment: Mid American Water - Checklist (2018-287 : PW Mid American Water)
**DuPage County Procurement Services Division**  
**Quote # 18-208-PW**  
**Water Meter Installation Parts**

## Quote Tabulation

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Unit Price</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10&quot;x8&quot; MJ reducers with mega lugs and accessories</td>
<td>2</td>
<td>$240.00</td>
<td>$480.00</td>
<td>$225.00</td>
<td>$450.00</td>
<td>$233.00</td>
<td>$466.00</td>
<td>$187.00</td>
<td>$374.00</td>
<td>$273.00</td>
<td>$546.00</td>
</tr>
<tr>
<td>2</td>
<td>4&quot; Gate Valves FE x FE with stainless accessories</td>
<td>2</td>
<td>$399.00</td>
<td>$798.00</td>
<td>$454.00</td>
<td>$908.00</td>
<td>$418.00</td>
<td>$836.00</td>
<td>$519.00</td>
<td>$1,038.00</td>
<td>$540.00</td>
<td>$1,080.00</td>
</tr>
<tr>
<td>3</td>
<td>10&quot;x4&quot; Tee MJ x FE (4&quot; side is FE) with mega lugs and accessories</td>
<td>2</td>
<td>$440.00</td>
<td>$880.00</td>
<td>$420.00</td>
<td>$840.00</td>
<td>$401.00</td>
<td>$802.00</td>
<td>$298.00</td>
<td>$596.00</td>
<td>$485.00</td>
<td>$970.00</td>
</tr>
<tr>
<td>4</td>
<td>10&quot; MI Gate Valves with mega lugs and accessories</td>
<td>2</td>
<td>$1,380.00</td>
<td>$2,760.00</td>
<td>$1,400.00</td>
<td>$2,800.00</td>
<td>$1,421.00</td>
<td>$2,842.00</td>
<td>$1,542.00</td>
<td>$3,084.00</td>
<td>$1,525.00</td>
<td>$3,050.00</td>
</tr>
<tr>
<td>5</td>
<td>8&quot;x8&quot; FE x PE Ductile iron pipe CL-52</td>
<td>2</td>
<td>$350.00</td>
<td>$700.00</td>
<td>$382.00</td>
<td>$764.00</td>
<td>$475.00</td>
<td>$950.00</td>
<td>$380.00</td>
<td>$760.00</td>
<td>$340.00</td>
<td>$680.00</td>
</tr>
<tr>
<td>6</td>
<td>4&quot; Ductile iron pipe CL-52 - (feet)</td>
<td>40</td>
<td>$14.82</td>
<td>$592.80</td>
<td>$18.00</td>
<td>$764.00</td>
<td>$17.542</td>
<td>$640.22</td>
<td>$20.45</td>
<td>$818.00</td>
<td>$18.30</td>
<td>$658.80</td>
</tr>
<tr>
<td>7</td>
<td>4&quot; 90 MJ x MJ fitting with mega lugs and accessories</td>
<td>2</td>
<td>$124.00</td>
<td>$248.00</td>
<td>$123.00</td>
<td>$246.00</td>
<td>$123.00</td>
<td>$246.00</td>
<td>$93.00</td>
<td>$186.00</td>
<td>$154.00</td>
<td>$308.00</td>
</tr>
<tr>
<td>8</td>
<td>10&quot; Ductile iron pipe CL-52 - (feet)</td>
<td>20</td>
<td>$23.00</td>
<td>$460.00</td>
<td>$25.50</td>
<td>$459.00</td>
<td>$25.094</td>
<td>$457.90</td>
<td>$27.20</td>
<td>$544.00</td>
<td>$26.20</td>
<td>$524.00</td>
</tr>
<tr>
<td>9</td>
<td>8&quot; Ductile iron pipe CL-52 - (feet)</td>
<td>20</td>
<td>$17.65</td>
<td>$353.00</td>
<td>$19.50</td>
<td>$351.00</td>
<td>$19.142</td>
<td>$349.31</td>
<td>$20.80</td>
<td>$416.00</td>
<td>$19.95</td>
<td>$399.00</td>
</tr>
<tr>
<td><strong>Total Price</strong></td>
<td></td>
<td></td>
<td><strong>$7,271.80</strong></td>
<td><strong>$7,466.00</strong></td>
<td><strong>$7,589.43</strong></td>
<td><strong>$7,816.00</strong></td>
<td><strong>$8,215.80</strong></td>
<td><strong>$8,215.80</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTES:**

<table>
<thead>
<tr>
<th>Invitations Sent</th>
<th>47</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Requesting Documents</td>
<td>5</td>
</tr>
<tr>
<td>Total Quote Responses Received</td>
<td>5</td>
</tr>
<tr>
<td>Request for Quotations</td>
<td>JEM</td>
</tr>
</tbody>
</table>
### Purchase Requisition

**Procurement Services Division**

**Date:** Nov 6, 2018

**MinuteTraq (IQM2) ID #:** 13878

**RFP, Bid or Quote #:** Q18-208-PW

---

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Mid American Water</td>
<td><strong>Dept:</strong> DuPage County Public Works</td>
</tr>
<tr>
<td><strong>Vendor #:</strong></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> Ron Habbe</td>
<td><strong>Attn:</strong> Accounts Payable</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:rhabbe84@yahoo.com">rhabbe84@yahoo.com</a></td>
<td><strong>Email:</strong> <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 1500 E. Mountain Street</td>
<td><strong>Address:</strong> 7900 S. Route 53</td>
</tr>
<tr>
<td><strong>City:</strong> Aurora</td>
<td><strong>City:</strong> Woodridge</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60505</td>
<td><strong>Zip:</strong> 60517</td>
</tr>
<tr>
<td><strong>Phone:</strong> 630-851-4500</td>
<td><strong>Phone:</strong> 630-985-7400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> SAME</td>
<td><strong>Dept:</strong> DuPage County Public Works</td>
</tr>
<tr>
<td><strong>Vendor #:</strong></td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong></td>
<td><strong>Attn:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td><strong>Address:</strong> 17W440 N. Frontage Road</td>
</tr>
<tr>
<td><strong>City:</strong></td>
<td><strong>City:</strong> Darien</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong></td>
<td><strong>Zip:</strong> 60561</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Phone:</strong> 630-964-7503</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>No later than 11/30/18</td>
<td>Amy Arlowe</td>
</tr>
</tbody>
</table>

**Use for PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Meter installation parts per E-quote #Q18-208-PW</td>
<td>2000</td>
<td>2640</td>
<td>52250</td>
<td></td>
<td></td>
<td></td>
<td>7,271.80</td>
<td>7,271</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total** $7,271

**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):

---

Attachment: Mid American Water - Requisition (2018-287 : PW Mid American Water)
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: 10-26-18

<table>
<thead>
<tr>
<th>Company Name: Mid American Water INC.</th>
<th>Company Contact: Ron Habbe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-831-4500</td>
<td>Contact Email: <a href="mailto:rhabbe@ymail.com">rhabbe@ymail.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 $15,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

Title: Accounting

Date: 10-26-18

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)
WHEREAS, Resolution FM-P-0367-17, was approved and adopted by the County Board on September 12, 2017; and

WHEREAS, it is necessary to increase Resolution FM-P-0367-17, in the amount of $51,892.53 to pay final invoice; and

WHEREAS, the Public Works Committee recommends changes as stated in Change Order Notice to increase County Contract 2737 SERV issued to Wheaton Sanitary District in the amount of $51,892.53, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated November 6, 2018 to County Contract 2737 SERV for sanitary sewer utility services for the County facilities, for the period October 1, 2017 through September 30, 2018, for Facilities Management, to increase encumbrance in the amount of $51,892.53, taking the original contract amount of $336,000.00, and resulting in a new amended contract total amount not to exceed $387,892.53.

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

_________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2737-1 SERV</th>
<th>Original Purchase Order Date: Oct 1, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Wheaton Sanitary District</td>
<td>Vendor #: 10037</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

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

- Change order to increase line 1 $51,892.53 in order to pay final invoices.

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

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

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>A</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$336,000.00</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$336,000.00</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$387,892.53</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>15.44%</td>
</tr>
<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B+D/A); 60% maximum on construction contracts</td>
<td>15.44%</td>
</tr>
</tbody>
</table>

**DECISION MEMO NOT REQUIRED**

<table>
<thead>
<tr>
<th>Close Contract</th>
<th>Contract Extension (29 days)</th>
<th>Consent Only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decrease</td>
<td>Increase</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DECISION MEMO REQUIRED**

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

**OTHER - explain below:**

**KB**

Prepared By (Initials): 5695 Phone Ext: Nov 6, 2018 Date: 11/6/18

Recommended for Approval (Initials): 6818 Phone Ext: Date: 11/6/18

**REVIEWED BY** (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11/6/18</td>
<td></td>
<td>11-7-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>11-8-18</td>
<td>(Decision Memos Over $25,000)</td>
<td>11-9-18</td>
</tr>
</tbody>
</table>

**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**
Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approve change order #1 to County Contract 2737-1 SERV, issued to Wheaton Sanitary District, to increase contract by $51,892.53, resulting in an amended contract amount $387,892.53.

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

It is necessary to increase County Contract 2737-1 SERV, issued to Wheaton Sanitary District, in the amount of $51,892.53 in order to pay the final billings.

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.

Sanitary sewer utility services are necessary for the operation of the county facilities.

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

Per 55 ILCS 5/5-1022 'competitive bids' (c) not suitable for competitive bidding - public utility

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

Approve change order #1 to County Contract 2737-1 SERV, issued to Wheaton Sanitary District, to increase contract.
Approve a new contract for the amount of the increase for the period through September 30, 2018, not recommended.

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

Monies are available in 1000-1100-53220.
AMENDMENT TO RESOLUTION PW-P-0372-17 ISSUED TO JOSEPH J. HENDERSON & SON, INC. TO PROVIDE BIOLOGICAL PHOSPHORUS REMOVAL AT THE KNOLLWOOD WASTEWATER FACILITY (INCREASE ENCUMBRANCE $14,876.74)

WHEREAS, Resolution PW-P-0372-17 was approved and adopted by the DuPage County Board on September 12, 2017; and

WHEREAS, the Public Works Committee recommends changes as stated in the Change Order Notice to increase contract 2774 SERV, issued to Joseph J. Henderson & Son, Inc., in the amount of $14,876.74, taking the original contract amount of $2,477,000.00, resulting in a new contract total amount of $2,491,876.74.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order Notice dated November 5, 2018 to County Contract 2774 SERV, issued to Joseph J. Henderson & Sons, Inc. to increase the amount of the contract by $14,876.74, taking the original contract amount of $2,477,000.00, resulting in a new contract total amount not to exceed $2,491,876.74.

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

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Purchase Order #: 2774SERV
Original Purchase Order Date: Sep 27, 2017
Change Order #: 3
Department: Public Works

Vendor Name: Joseph J Henderson & Son Inc.
Vendor #: 15050
Dept Contact: Amy Arlowe

Background and/or Reason for Change Order Request:
Construction modifications required for Knollwood Wastewater Treatment Facility phosphorous removal project. Increase contract $14,876.74 for a new contract total of $2,491,876.74.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$2,477,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td></td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$2,477,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Increase</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
<td>$2,491,876.74</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>0.60%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>0.60%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: to:
☐ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
☐ Funding Source 2000-2555-54030
☐ OTHER - explain below:

Prepared By (Initials) Phone Ext Date
Recommended for Approval (Initials) Phone Ext Date
REVIEWED BY (Initials Only)

Buyer
Procurement Officer
Chief Financial Officer
Chairman's Office

Packet Pg. 125
Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase contract with Joseph J. Henderson & Son Inc. in the amount of $14,876.74.

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

A contract with Joseph J. Henderson & Son, Inc. was retained to modify the existing aeration tanks at the Knollwood Wastewater Treatment Facility in order to meet new phosphorous discharge limits imposed by the Illinois EPA. Due to unforeseen conditions, contract modifications are required. Modifications needed include proper site drainage, 3-way valve installation for plant nutrient removal operations and full depth pavement required for protection of underground roadway utilities.

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.

These construction modifications are required in order to maintain overall performance of the Knollwood Wastewater Treatment Plant that will enable the facility to meet the new Illinois EPA permit discharge limits.

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

This contract was a publicly bid contract and Joseph J. Henderson & Son, Inc. was selected due to being the lowest responsible bidder per Bid #17-116DT

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

1) Increase the contract with Joseph J. Henderson & Son, Inc. Recommended due to the need to perform unforeseen modifications in order to meet new IEPA regulations the facility will be required to meet.

2) Do not approve the increase with Joseph J. Henderson & Son, Inc. This is recommended due to modifications needing to be completed in order to stay in compliance with the IEPA.

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.

$14,876.74 will be removed from line 2000-2555-54030
**PROJECT:** Knollwood WWTP Phosphorus Removal  
**CONTRACT #:** S0-0006  
**LOCATION:** Burr Ridge, IL  
**Attachment:** Serial Letter S-002  
**Reference:** S-002 - Miscellaneous Extra Work

<table>
<thead>
<tr>
<th>ITEM</th>
<th>SUBCONTRACTOR</th>
<th>DESCRIPTION</th>
<th>COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JH</td>
<td>Great material for patching 12&quot; drain remote west of the Ferek Chloride Building.</td>
<td>$151.34</td>
</tr>
<tr>
<td>2</td>
<td>JH</td>
<td>Time for locating 4&quot; drain line at MH-12B since the line was not in the location as shown on the drawings.</td>
<td>$1,000.33</td>
</tr>
<tr>
<td>3</td>
<td>JH</td>
<td>Material cost for new MH base at MH-13B. The opening locations were in the wrong spot because of the different routing of the 4&quot; drain line.</td>
<td>$881.54</td>
</tr>
<tr>
<td>4</td>
<td>JH</td>
<td>Time and material for installing drain pipe under footers and conduits.</td>
<td>$4,033.25</td>
</tr>
<tr>
<td>5</td>
<td>JH</td>
<td>Extra pipe for installing 10&quot; 3-way valves in the basin. The lay length of the new spec'd submittal did not match the lay length of the existing valves.</td>
<td>$3,165.58</td>
</tr>
<tr>
<td>6</td>
<td>JH</td>
<td>Cost for full depth pavement not shown on the drawings for the utilities under the existing pavement.</td>
<td>$6,573.00</td>
</tr>
<tr>
<td>7</td>
<td>DPC</td>
<td>Provided saw cutter for asphalt; entire for full depth pavement to be in existing pavement.</td>
<td>($500.00)</td>
</tr>
<tr>
<td>8</td>
<td>DPC</td>
<td>Provided vacuum truck for work around footers and conduits, $45/hr for 16 hours.</td>
<td>($720.00)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Cost</td>
<td>$14,585.04</td>
</tr>
<tr>
<td></td>
<td>Prime Bond 2%</td>
<td>$291.70</td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td>$14,876.74</td>
</tr>
</tbody>
</table>

We submit herewith our proposal to furnish and install for the estimated cost breakdown.

There are no impact or ripple costs included in this proposal. Should it be determined at a later date that we are experiencing impact costs because of multiple changes, delays or other causes beyond our control, we will submit these costs at that time and expect to be paid for these costs.

Only the work specifically listed in the proposal is included in this proposal. Contractor makes no assumption as to the design intent of the issued RFP and does not include any costs for work that may or may not be required for a complete installation.

If the cost proposal is not complete as needed to meet the design intent, please advise, provide updated information and a revised cost proposal will be provided. If a time extension is not requested, Contractor reserves their rights to a time extension if it is determined these changes caused a delay to the work.
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

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

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 and understand the above.

Signature on file

Printed Name: David Henderson
Title: President
Date: 6/21/18

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