



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, May 2, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-1622](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, April 18, 2023

6. CLAIMS REPORT

6.A. [23-1623](#)

Payment of Claims - Public Works and Facilities Management

7. BUDGET TRANSFERS

7.A. [23-1624](#)

Facilities Management - \$20,000 budget transfer needed from Facilities Management to Grounds, to cover an unforeseen Grounds salary expense that is partially paid for, for a Facilities Management employee. Funds will move from account 1000-1100-50000 (Regular Salaries) to account 1000-1102-50000 (Regular Salaries) for \$20,000.

7.B. [23-1625](#)

Facilities Management - \$50,000 budget transfer needed to cover the costs of new feeders and actuators for the Power Plant and for electric and plumbing parts for the JOF, Annex and Jail. Funds will move from account 1000-1100-53220 (Water & Sewer) to account 1000-1100-52270 (Maintenance Supplies) for \$50,000.

7.C. [23-1647](#)

Public Works - \$49,500 budget transfer needed for natural gas for Nicor usage, for wireless communication services for Verizon and AT & T charges, and for auditing and accounting services for the FY22 newly required single audit. Funds will move from account no. 2000-2640-53828 (Contingencies) to account nos. 2000-2640-53200 (Natural Gas) and 2000-2640-53260 (Wireless Communication Services) in the amount of \$9,500, and from account no. 2000-2665-53830 (Other Contractual Expenses) to account nos. 2000-2665-53200 (Natural Gas), 2000-2665-53260 (Wireless Communication Services) and 2000-2665-53000 (Auditing and Accounting Services) in the amount of \$40,000.

7.D. [23-1648](#)

Public Works - \$152,000 budget transfer needed for parts for effluent strainers, rehab work done in-house, wireless communication services for Verizon and AT & T charges, repair and maintenance facilities for a Flender gearbox, equipment for IBAK camera repair contracts, and for custodial services for Groot Waste and Recycling removal. Funds will move from account no. 2000-2555-53828 (Contingencies) to account no. 2000-2555-53810 (Custodial Services) for \$33,000, from account no. 2000-2555-53210 (Electricity) to account nos. 2000-2555-53260 (Wireless Communication Service), 2000-2555-53300 (Repair and Maintenance Facilities) and 2000-2555-53370 (Repair, Maintenance and Other Equipment) for \$65,000, and from account no. 2000-2555-54020 (Building Construction) to account no. 2000-2555-52250 (Auto/Machine/Equipment Parts) for \$54,000.

8. BID RENEWAL8.A. [FM-P-0065-23](#)

Recommendation for the approval of a contract to Airways Systems, Inc., for semi-annual cleaning of the kitchen ducts, hoods, and fans for the Judicial Office Facility, JTK Administration Building, Jail, and Care Center, for Facilities Management, for the two-year period May 26, 2023 through May 25, 2025, for a total contract amount not to exceed \$35,196; per renewal option under bid award #20-097-FM, first and final option to renew.

9. JOINT PURCHASING AGREEMENT9.A. [PW-P-0032-23](#)

Recommendation for the approval of a contract purchase order to HD Supply Facilities Maintenance, LTD., to furnish and deliver housekeeping supplies and cleaning chemicals for Public Works facilities, for the period of May 9, 2023, to October 31, 2025, for a total contract amount not to exceed \$40,000. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners Contract #22-07.

9.B. [PW-P-0033-23](#)

Recommendation for the approval of a contract purchase order to W.W. Grainger, Inc., to furnish and deliver miscellaneous maintenance, repair, and operations parts and supplies, for Public Works facilities, for the period of May 9, 2023, to December 31, 2024, for a total contract amount not to exceed \$60,000. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners Contract #192163.

10. SOLE SOURCE10.A. [PW-P-0034-23](#)

Recommendation for the approval of a contract to Gasvoda & Associates, Inc., for Teledyne ISCO wastewater sampling and flow monitoring equipment, parts, and repairs, for Public Works, for the period of June 1, 2023, to May 31, 2027, for a contract total amount not to exceed \$60,000; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

11. ACTION ITEMS11.A. [PW-R-0002-23](#)

Recommendation for the approval of an Easement Agreement between the Forest Preserve District of DuPage County and the County of DuPage for the operation and maintenance of a sanitary sewer force main in a portion of the Greene Valley Forest Preserve. (No additional cost to the County)

12. OLD BUSINESS

12.A. Status, Campus No Mow

13. NEW BUSINESS13.A. [23-1661](#)

Request from College of DuPage, Warhol Window Display, 421 Building (Attachment)

14. ADJOURN



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1622

Agenda Date: 5/2/2023

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, April 18, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:06 AM.

2. ROLL CALL

PRESENT	Garcia, Ozog, and Zay
ABSENT	Cronin Cahill, and DeSart
LATE	Galassi

Member Zay made a motion to add Member Grant Eckhoff to the Public Works Committee for this meeting for quorum purposes, this was seconded by Member Mary Ozog. All ayes, motion carried.

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

Chair Garcia congratulated staff on the completion and progress of various construction projects including the Jail HVAC system, as well as the progress that has been made on the Judicial building located at 505 N. County Farm Road.

4. PUBLIC COMMENT

No public comments were offered.

5. PRESENTATION

5.A. Water Meter Replacement and Implementation of Advanced Metering Infrastructure Project Update

Financial Services Administrator Stanley Spera provided the committee with a background on the Water Meter Replacement and Advanced Metering Infrastructure (AMI) project. He discussed the current status of this project, as well as the sustainability and benefits of the new AMI system. He let the committee know that during today's meeting there will be two items to vote on, recommending the approval of a revised Intergovernmental Agreement with the Village of Lisle for Meter Reading services, and the recommendation for the approval of an amendment to the contract with Core & Main to add Village of Lisle to the AMI network and for the roll-out of the Sensus Analytics Customer Portal to water customers of DuPage County Public Works, City of Darien and Village of Lisle.

Chair Garcia expressed support for the new system and this project.

6. APPROVAL OF MINUTES

6.A. [23-1531](#)

Public Works Minutes - Regular Meeting - Tuesday, April 4 2023

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

7. CLAIMS REPORT

7.A. [23-1532](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

8. BUDGET TRANSFERS

8.A. [23-1533](#)

Public Works – \$50,000 budget transfer needed for engineering for permitting and to review encumbrance contracts, for employee uniforms, and for capital accounts for the Water Distribution System Infrastructure for the Core and Main water consumer portal integration. Funds will move from account no. 2000-2555-53828 (contingencies) to account no. 2000-2555-53010 (engineering/architectural services) for \$15,000, from account no. 2000-2555-52220 (wearing apparel) to account no. 2000-2665-52220 (wearing apparel) for \$14,000, and from account no. 2000-2665-54070 (wastewater system infrastructure) to account no. 2000-2665-54080 (water distribution system infrastructure) for \$21,000.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

9. CONSENT ITEMS

Motion to Combine Items

Chair Garcia moved and Member Zay seconded a motion to combine items 9.A. through 9.I. The motion was approved on voice vote, all "ayes".

9.A. [23-1534](#)

Anchor Mechanical, Inc. - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

9.B. [23-1535](#)

Feece Oil Company - Decrease and Contract Close

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

9.C. [23-1536](#)

Fox Valley Fire & Safety - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

9.D. [23-1537](#)

Home Depot USA, Inc. - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

9.E. [23-1538](#)

Home Depot USA, Inc. - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

- 9.F. [23-1539](#)
Interstate Power Systems, Inc. - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

- 9.G. [23-1540](#)
Valdes LLC DBA Valdes Supply - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

- 9.H. [23-1541](#)
Village of Glendale Heights - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

- 9.I. [23-1542](#)
Warehouse Direct, Inc. - Decrease and Close Contract

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Jim Zay
SECONDER:	Mary Ozog

10. BID AWARDS

10.A. [FM-P-0064-23](#)

Recommendation for the approval of a contract to Dynamic Industrial Services, Inc., to repair and rehabilitate the interior of the thermal storage tank at the Power Plant, for Facilities Management, for the period of April 25, 2023 through May 31, 2024, for a total contract amount not to exceed \$460,912; per lowest responsible bid #23-017-FM.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

10.B. [FM-P-0062-23](#)

Recommendation for the approval of a contract to F.E. Moran Inc. Mechanical Services, to upgrade and replace components of the existing Judicial Office Facility Annex East fan building automation HVAC controls system, for Facilities Management, for the period April 25, 2023, through November 30, 2023, for a total contract amount not to exceed \$36,905; per lowest responsible bid 23-054-FM. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

11. JOINT PURCHASING AGREEMENT

11.A. [PW-P-0031-23](#)

Recommendation for the approval of a contract purchase order to Verizon Wireless, for wireless services, for Public Works facilities, for the period of April 25, 2023 to October 2, 2025, for a total contract amount not to exceed \$34,000; contract pursuant to the Intergovernmental Cooperation Act, per the State of Illinois Master Contract #CMS793372P.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

12. INTERGOVERNMENTAL AGREEMENT

12.A. [PW-R-0001-23](#)

Intergovernmental Agreement between the County of DuPage and Village of Lisle for reporting and meter reading and the implementation of a fixed-base, Advanced Metering Infrastructure System (AMI) for water and sewer utility billing purposes.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Jim Zay
SECONDER:	Mary Ozog

13. CONTRACT INCREASE

13.A. [PW-CO-0004-23](#)

Amendment to County Contract 5620-0001 issued to Core and Main LP, to add Village of Lisle municipal water customers to the Advanced Metering Infrastructure (AMI) network managed by DuPage County Public Works, with the Village of Lisle reimbursing the County for the incremental costs, to increase the contract in the amount of \$99,624, taking the original contract amount of \$1,749,712 and resulting in an amended contract total amount not to exceed \$1,849,336, an increase of 5.69%.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

13.B. [FM-CO-0067-23](#)

Approval of an amendment to purchase order 5597-0001 SERV, for a contract issued to Conference Technologies, Inc, for AV equipment upgrades of forty-two (42) courtrooms at the Henry J Hyde Judicial Facility, to increase the contract amount by \$47,344.08, resulting in a contract total of \$820,883.53, an increase of 6.12%. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Mary Ozog

13.C. [FM-CO-0068-23](#)

Amendment to Resolution FM-P-0198-22, issued to Kone, Inc., to provide elevator and escalator maintenance and repair services, to add the following Scope of Work, to install Smart 3D Microwave Radar Elevator Sensor and Door Protection Systems at the DuPage Care Center and DuPage County Jail & Sheriff’s office, and to increase the contract in the amount of \$139,715, taking the original contract total of \$3,424,330.48 and resulting in a new amended contract total amount not to exceed \$3,564,045.48, an increase of 4.08%.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Mary Ozog

14. ACTION ITEM

14.A. [FM-P-0063-23](#)

Recommendation to award RFP 23-012-FM to Enerwise Global Technologies, LLC, for participation in the Demand Response Program, contract for called emergency events, for approximately \$31,773 in revenue to DuPage County, for a one-year period from June 1, 2023 through May 31, 2024. (Revenue paid to County)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

15. REQUESTS FOR TRAVEL

15.A. [23-1543](#)

Authorization is requested to have one (1) Facilities Management staff member attend Metasys System Extended Architecture Advanced Engineering Course #397, 2.0 CEU in Milwaukee, WI, July 24, 2023 through July 27, 2023, for an approximate cost not to exceed \$3,464.00. This course will teach experienced personnel how to write advanced programs for facility-wide or specific mechanical control applications using the System Configuration Tool (SCT).

RESULT:	APPROVED AT COMMITTEE
MOVER:	Jim Zay
SECONDER:	Mary Ozog

16. OLD BUSINESS

No old business was discussed.

17. NEW BUSINESS

No new business was discussed.

18. ADJOURN

There was a motion by Member Galassi to adjourn this meeting at 9:27 a.m., seconded by Member Zay. All ayes, motion carried.



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1623

Agenda Date: 5/2/2023

Agenda #: 6.A.

**Public Works
Schedule of Claims
5/2/2023**

Pay Vendor Name	Description	Check Date	Amount
ANDERSON PEST SOLUTIONS	Preventive services	4/14/2023	\$70.30
AT&T	Phone Service	4/14/2023	\$147.02
BAKER TILLY US, LLP	Audit	4/14/2023	\$5,320.00
BAXTER & WOODMAN	Forest Preserve Discharge Permit	4/14/2023	\$110.00
BUILDERS CHICAGO CORPORATION	Repair	4/14/2023	\$971.20
BURRIS EQUIPMENT CO	Repair	4/14/2023	\$3,516.40
C.A. SHORT COMPANY	Service award	4/14/2023	\$235.00
DUPAGE WATER COMMISSION	Operations & Maintenance	4/14/2023	\$70,815.78
FAVIA INVESTMENTS LTD	Service	4/14/2023	\$2,083.91
GRAYBAR	Electrical supplies	4/14/2023	\$1,778.67
HOOSIER CRANE SERVICE COMPANY	Crane inspection	4/14/2023	\$1,174.28
JOHN J MORONEY & CO	PVC Zeston	4/14/2023	\$467.03
NICOR GAS	Gas	4/14/2023	\$3,160.03
ODP BUSINESS SOLUTIONS, LLC	Office supplies	4/14/2023	\$1,222.14
PEREGRINE CORPORATION	Utility billing	4/14/2023	\$169.85
SAFETY LANE INSPECTIONS INC	Safety lane inspection	4/14/2023	\$109.50
VILLAGE OF WILLOWBROOK	Meter reads	4/14/2023	\$379.50
AEP ENERGY	Electric supply	4/18/2023	\$38,639.92
AMAZON CAPITAL SERVICES	Temperature controller	4/18/2023	\$1,797.41
AT&T	Phone Service	4/18/2023	\$105.15
CORE & MAIN LP	OTA Programming	4/18/2023	\$7,500.00
DUPAGE COUNTY COMMUNITY	Refund payments	4/18/2023	\$200.00
FEDEX	Shipping	4/18/2023	\$203.82
FULLIFE SAFETY CENTER	Safety vests	4/18/2023	\$686.25
GRAYBAR	Electrical supplies	4/18/2023	\$2,385.95
GROOT, INC	Waste/recycling removal	4/18/2023	\$4,697.22
KARDON ENTERPRISES INC	Lab testing	4/18/2023	\$1,855.00
NALCO WATER PRETREATMENT	Deionizer system rental	4/18/2023	\$161.28
REDWING BUSINESS ADVANTAGE	Safety shoes	4/18/2023	\$200.00
VILLAGE AUTOMOTIVE	Repair	4/18/2023	\$7,382.86
VILLAGE OF DOWNERS GROVE	Meter reads	4/18/2023	\$53.57
ANDERSON PEST SOLUTIONS	Preventive services	4/21/2023	\$223.10
AT&T	Phone Service	4/21/2023	\$1,092.32
BAXTER & WOODMAN INC	Pretreatment Ordinance Review	4/21/2023	\$1,853.10
CITY OF NAPERVILLE	Meter reads	4/21/2023	\$241.00
GRAINGER INC	Electrical supplies	4/21/2023	\$6,294.49
GRAYBAR	Electrical supplies	4/21/2023	\$826.93
HOME DEPOT CREDIT SERVICES	Supplies	4/21/2023	\$7,566.57
ILLINOIS SECTION AMERICAN	Operator Interfaces course	4/21/2023	\$48.00
INDELCO PLASTICS CORP	Valve	4/21/2023	\$127.33
JOHNSON CONTROLS SECURITY	Security services	4/21/2023	\$55.80
L.A. FASTENERS, INC	Grinder	4/21/2023	\$685.43
MIDWEST OFFICE INTERIORS INC	Tables, chairs	4/21/2023	\$4,759.20
MIDWEST WATER	Meeting	4/21/2023	\$30.00
NALCO WATER PRETREATMENT	DI Express	4/21/2023	\$498.76
NICOR GAS	Gas	4/21/2023	\$288.95
PORTER PIPE & SUPPLY	Ring gasket	4/21/2023	\$96.37
REDWING BUSINESS ADVANTAGE	Safety shoes	4/21/2023	\$400.00
RUSSELL, LETITIA	Plumbing bill reimbursement	4/21/2023	\$1,122.00
USA BLUEBOOK	Wrench	4/21/2023	\$183.58
WASTEBOX INC	Dumpster	4/21/2023	\$320.00

Public Works Schedule of Claims 5/2/2023			
Pay Vendor Name	Description	Check Date	Amount
WILLOWBROOK FORD INC	Service	4/21/2023	\$981.08
ADVANCE AUTO PARTS	Auto parts	4/25/2023	\$272.28
ALDRIDGE ELECTRIC INC	Electrical infrastructure	4/25/2023	\$518,576.40
COM ED	Electricity	4/25/2023	\$13,089.08
COMCAST	Internet	4/25/2023	\$248.85
ENVIRONMENTAL EXPRESS INC.	Lab supplies	4/25/2023	\$170.03
FIRST ENVIRONMENTAL LABS INC	Lab testing	4/25/2023	\$243.10
GLOBAL EQUIPMENT COMPANY INC.	Eyesaline refill	4/25/2023	\$356.65
MCMASTER-CARR	Gasket	4/25/2023	\$104.59
NICOR GAS	Gas	4/25/2023	\$4,275.73
PORTER PIPE & SUPPLY	Pipes	4/25/2023	\$163.61
SCHILDGEN, MICHAEL	Refund of overpayment	4/25/2023	\$591.39
SHEFFIELD SUPPLY & EQUIPMENT,	Calibration gas	4/25/2023	\$189.95
SUBURBAN DOOR CHECK & LOCK SVC	Key duplicate	4/25/2023	\$12.40
UNITED STATES POSTAL SERVICE	Postage charges	4/25/2023	\$297.00
USA BLUEBOOK	Glass cylinders	4/25/2023	\$84.92
WATER PRODUCTS-AURORA	36" mighty probe	4/25/2023	\$350.00
	Total		\$724,319.03

Facilities Management Department

Schedule of Purchases Under \$15,000

May 2, 2023

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
22486	Robinson Engineering, Ltd.	Building Improvements	6000	1220	54010	\$773.20
23296	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$94.20
23297	Interstate All Battery Center	Maintenance Supplies	1000	1100	52270	\$3,426.90
23299	Harbaugh, Tim	Dues & Memberships	1000	1100	53600	\$50.00
23301	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$216.60
23302	Office Depot (ODP Business Solutions, LLC)	Operating Supplies	1000	1100	52200	\$70.67
23303	Gehrke Technology Group, Inc.	Chemical Supplies	1000	1100	52330	\$387.00
23304	Amazon.com LLC	Operating Supplies	1000	1100	52200	\$399.90
23305	Amazon.com LLC	Operating Supplies	1000	1100	52200	\$71.28
23306	M&M Control Service Inc.	Small Value Furn/Mach/Equip	1000	1100	52000	\$436.33
23307	Russo Power	Maintenance Supplies	1000	1102	52270	\$515.94
23308	McMaster-Carr	Operating Supplies and Maintenance Supplies	1000	1100	52200 52270	\$222.73
23310	Safety-Kleen Systems, Inc.	Repair & Maintenance Equipment	1000	1100	53370	\$222.52
23311	EIP - Energy Improvement Products	Repair/Replacement Parts	1000	1100	52250	\$874.00
23312	McMaster-Carr	Repair/Replacement Parts	1000	1100	52250	\$131.31
23314	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$1,158.00
23315	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$312.14
23316	Porter Pipe & Supply	Repair/Replacement Parts	1000	1100	52250	\$212.64
23317	Uline	Small Value Furn/Mach/Equip	1000	1100	52000	\$10,848.09
23318	DPC Division of Transportation	Maintenance Supplies	1000	1100	52270	\$1,035.40
23319	Holcim-MAMR, Inc.	Maintenance Supplies	1000	1102	52270	\$1,645.16
23320	Meyer Laboratory, Inc.	Chemical Supplies	1000	1100	52330	\$1,341.75
23321	Amazon.com LLC	Maintenance Supplies	1000	1100	52270	\$35.97
23322	Grainger	Operating Supplies	1000	1102	52200	\$148.14
23323	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$534.00
23325	Amazon.com LLC	Operating Supplies	1000	1100	52200	\$179.95
23326	Johnstone, Ian	Instruction & Schooling	1000	1100	53610	\$51.80
23327	Affiliated Parts LLC	Repair/Replacement Parts	1000	1100	52250	\$81.05
23328	ILCA - Illinois Landscape Contractors Association	Dues & Memberships	1000	1100	53600	\$600.00
23329	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$705.00
23330	Amazon.com LLC	Small Value Furn/Mach/Equip	1000	1100	52000	\$157.01
23331	HD Supply	Maintenance Supplies	1000	1100	52270	\$72.99
23333	Amazon.com LLC	Maintenance Supplies	1000	1100	52270	\$78.99

Facilities Management Department

Schedule of Purchases Under \$15,000

May 2, 2023

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23334	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$46.18
23335	Gehrke Technology Group, Inc.	Chemical Supplies	1000	1100	52330	\$4,709.30
23336	Menards - West Chicago	Maintenance Supplies	1000	1100	52270	\$69.63
23337	Trane Supply	Maintenance Supplies	1000	1100	52270	\$29.21
23338	Menards - West Chicago	Small Value Furn/Mach/Equip	1000	1100	52000	\$515.99
23339	Carhartt, Inc. & Subsidiaries	Wearing Apparel	1000	1100	52220	\$119.29
23341	Norcon Communications, Inc.	Maintenance Supplies	1000	1100	52270	\$635.81
23342	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$1,100.00

Facilities Management Department

Schedule of Other Payments								
May 2, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
5833-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	04/14/22	04/13/23	1000	1100	53300	\$3,565.00
5186-0001 SERV	AEP Energy, Inc	Utility - Electricity	02/12/23	03/14/23	1000	1100	53210	\$79,862.00
5648-0001 SERV	Casco International dba C.A. Short Company	Other Contractual Expenses	06/01/22	05/31/23	1000	1100	53830	\$110.00
5410-0001 SERV	City of Wheaton	Utility - Water & Sewer	02/02/23	03/06/23	1000	1100	53220	\$592.26
6325-0001 SERV	Commercial Mechanical, Inc.	Building Improvements	03/14/23	11/30/23	6000	1220	54010	\$50,500.00
5984-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	08/28/22	08/27/23	1000	1100	53300	\$650.00
6195-0001 SERV	Grainger	Small Value Furn/Mach/Equip, Operating Supplies, Repair/Replacement Parts and Maintenance Supplies	12/14/22	12/31/23	1000	1100	52000 52200 52250 52270	\$3,640.40
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/01/23	01/31/25	1000	1100	52270	\$981.65
5827-0001 SERV	Groot, Inc.	Custodial Services	06/01/22	05/31/24	1000	1100	53810	\$350.00
3951-0001 SERV	HLR - Hampton, Lenzini and Renwick, Inc.	Building Improvements	01/12/23	02/28/23	6000	1220	54010	\$131.43
5832-0001 SERV	Hobart Service	Repair & Maintenance Equipment	04/20/22	04/19/23	1000	1100	53370	\$1,058.61
3599-0001 SERV	Knight E/A, Inc.	Building Improvements	07/02/22	07/31/22	6000	1220	54010	\$5,200.00
6042-0001 SERV	Lamp Incorporated	Building Improvements	01/01/23	01/31/23	6000	1220	54010	\$53,838.00
5448-0001 SERV	Mansfield Power and Gas LLC	Utility - Natural Gas	02/01/23	02/28/23	1000	1100	53200	\$61,537.22
5461-0001 SERV	Nicor Gas	Utility - Natural Gas	02/01/23	03/01/23	1000	1100	53200	\$39,361.87
6284-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	02/24/23	02/23/24	1000	1100	52270	\$3,549.77
4243-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Rental of Office Space	04/01/23	04/30/23	1000	1100	53400	\$23,949.07
6278-0001 SERV	The Specialty Company (TSC, Inc.)	Wearing Apparel	01/03/23	08/02/23	1000	1100	52220	\$900.50
6125-0001 SERV	Valdes Supply	Cleaning Supplies	03/01/23	03/31/23	1000	1100	52280	\$4,647.88
5425-0001 SERV	Village of Winfield	Utility - Water & Sewer	02/12/23	03/12/23	1000	1100	53220	\$352.71
5403-0001 SERV	Wheaton Sanitary	Utility - Water & Sewer	02/02/23	03/06/23	1000	1100	53220	\$25,183.23
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	12/01/22	12/31/22	6000	1220	54010	\$359,322.12



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1624

Agenda Date: 5/2/2023

Agenda #: 7.A.



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1625

Agenda Date: 5/2/2023

Agenda #: 7.B.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

From: 1000
 Company #

FACILITIES MANAGEMENT
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1100	53220		WATER & SEWER	\$ 50,000.00	776,324.15	726,324.15	4/11/23
Total				\$ 50,000.00			

To: 1000
 Company #

FACILITIES MANAGEMENT
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1100	52270		MAINTENANCE SUPPLIES	\$ 50,000.00	9,347.86	59,347.86	4/11/23
Total				\$ 50,000.00			

Reason for Request:

Budget transfer of \$50,000 to cover costs of new feeders and actuators for the Power Plant. Also, to cover the cost of electric and plumbing parts for JOF, Annex and Jail.


 Signature on file

4/11/23
 Date

Activity _____
 (optional)

01
 Chief Financial Officer

4/14/23
 Date

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

PW-5/2/23
 FIN/CB-5/9/23





Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1647

Agenda Date: 5/2/2023

Agenda #: 7.C.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022**

From: 2000
Company #

WATER OPERATIONS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2640	53828		CONTINGENCIES	\$ 9,500.00	55,000.00	45,500.00	4/24/23
2665	53830		OTHER CONTRACTUAL EXPENSES	\$ 40,000.00	191,985.56	151,985.56	4/24/23
			Total	\$ 49,500.00			

To: 2000
Company #

WATER OPERATIONS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2640	53200		NATURAL GAS	\$ 4,000.00	8,095.42	12,095.42	4/24/23
2640	53260		WIRELESS COMMUNICATION SVC	\$ 5,500.00	4.76	5,504.76	4/24/23
2665	53200		NATURAL GAS	\$ 10,000.00	5,400.15	15,400.15	4/24/23
2665	53260		WIRELESS COMMUNICATION SVC	\$ 20,000.00	5,747.92	25,747.92	4/24/23
2665	53000		AUDITING & ACCOUNTING SERVICES	\$ 10,000.00	17,554.00	27,554.00	4/24/23
			Total	\$ 49,500.00			

Reason for Request:

FY23 Budget transfer needed for Natural Gas for Nicor usage. FY23 Budget transfer needed for Wireless Communication Services for Verizon and AT&T charges. FY23 Budget transfer needed for Auditing & Accounting Services for FY22 newly required single audit.

[Signature]

Department Head
[Signature]

Chief Financial Officer

4/24/23

Date
4/24/23

Date

Activity _____
(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Actg Period _____

Entered By/Date _____ Released & Posted By/Date _____

PW-5/2/23

FIN/CS-5/9/23



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1648

Agenda Date: 5/2/2023

Agenda #: 7.D.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

From: 2000
 Company #

SEWER OPERATIONS
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2555	53828		CONTINGENCIES	\$ 33,000.00	469,000.00	436,000.00	4/24/23
2555	53210		ELECTRICITY	\$ 65,000.00	907,180.35	842,180.35	4/24/23
2555	54020		BUILDING CONSTRUCTION	\$ 54,000.00	861,538.00	807,538.00	4/24/23
				Total	\$ 152,000.00		

To: 2000
 Company #

SEWER OPERATIONS
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2555	52250		AUTO/MACH/EQUIP PARTS	\$ 54,000.00	36,565.97	90,565.97	4/24/23
2555	53260		WIRELESS COMMUNICATION SVC	\$ 12,000.00	597.17	12,597.17	4/24/23
2555	53300		REPAIR & MTCE FACILITIES	\$ 43,000.00	28,025.59	71,025.59	4/24/23
2555	53370		REPAIR & MTCE OTHER EQUIPMENT	\$ 10,000.00	4,776.39	14,776.39	4/24/23
2555	53810		CUSTODIAL SERVICES	\$ 33,000.00	4,547.10	37,547.10	4/24/23
				Total	\$ 152,000.00		

Reason for Request:

FY23 Budget transfer needed for Auto/Mach/Equipment parts for effluent strainers; rehab work done in-house. FY23 Budget transfer needed for Wireless Communication Services for Verizon and AT&T charges. FY23 Budget transfer needed for Repair & Maintenance Facilities for Flender gearbox. FY23 Budget transfer needed for Repair & Maintenance Other Equipment for IBAK camera repair contracts. FY23 Budget transfer needed for Custodial Services for Groot waste/recycling removal.

MWT
 Department Head
CMH
 Chief Financial Officer

4/24/23
 Date
4/24/23
 Date

Activity _____
 (optional)

****Please sign in blue ink on the original form****

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

PW-5223

FIN/CR-5923



Facilities Management Requisition Over \$30K

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FM-P-0065-23

Agenda Date: 5/2/2023

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO AIRWAYS SYSTEMS, INC.
FOR SEMI-ANNUAL CLEANING OF THE KITCHEN DUCTS, HOODS AND FANS
FOR THE JUDICIAL OFFICE FACILITY, JTK ADMINISTRATION BUILDING,
JAIL AND CARE CENTER
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$35,196.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Airways Systems, Inc., for semi-annual cleaning of the kitchen ducts, hoods and fans, for the Judicial Office Facility, JTK Administration Building, Jail and Care Center, for the two-year period May 26, 2023 through May 25, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said for semi-annual cleaning of the kitchen ducts, hoods and fans, for the Judicial Office Facility, JTK Administration Building, Jail and Care Center, for the two year period May 26, 2023 through May 25, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Airways Systems, Inc., 1100 Tower Lane, Bensenville, IL 60106, for a contract total amount not to exceed \$35,196.00, per renewal option under bid award #20-097-FM, first and final option to renew.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1550	RFP, BID, QUOTE OR RENEWAL #: 20-097-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$35,196.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$70,392.00
	CURRENT TERM TOTAL COST: \$35,196.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Airways Systems, inc.	VENDOR #: 25611	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Diane Helfgot	VENDOR CONTACT PHONE: 847-845-8113	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: diane@airwayssystems.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Airways Systems, Inc., for semi-annual cleaning of the kitchen ducts, hoods, and fans for the Judicial Office Facility, JTK Administration Building, Jail, and Care Center, for Facilities Management, for the two-year period May 26, 2023 through May 25, 2025, for a total contract amount not to exceed \$35,196.00, per renewal option under bid award #20-097-FM, first and final option to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The semi-annual cleaning of the kitchen ducts, hoods and fans, is required per the National Fire Protection Association, and is necessary to eliminate odors and grease buildup which is a fire hazard.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. RENEWAL
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Airways Systems, Inc.	Vendor#: 25611	Dept: Facilities Management	Division:
Attn: Diane Helfgot	Email: diane@airwayssystems.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 1100 Tower Lane	City: Bensenville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60106	State: IL	Zip: 60187
Phone: 847-845-8113	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Airways Systems, Inc.	Vendor#: 25611	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 1100 Tower Lane	City: Bensenville	Address: various locations	City: Wheaton
State: IL	Zip: 60106	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 26, 2023	Contract End Date (PO25): May 25, 2025
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Semi-Annual Cleaning of Kitchen Ducts, Hoods and Fans	FY23	1000	1100	53810		17,598.00	17,598.00
2	1	LO		Semi-Annual Cleaning of Kitchen Ducts, Hoods and Fans	FY24	1000	1100	53810		17,598.00	17,598.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 35,196.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Semi-Annual cleaning of the kitchen ducts, hoods, and fans for the Judicial Office Facility, JTK Administration Building, Jail, and Care Center.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 05/02/23 County Board: 05/09/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
SEMI-ANNUAL DUCT, HOOD AND FAN CLEANING 20-097-FM
BID TABULATION**

✓

NO.	ITEM	UOM	QTY	Airways System		Prism Mechanical Corp.		Hoodz of Downtown Chicago	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Building 501 Jail Semi-Annual Cleaning	LS	4	\$ 1,750	\$ 7,000	\$ 1,500	\$ 6,000	\$ 1,395	\$ 5,580
2	Building 505 Judicial Office Facility Semi-Annual Cleaning	LS	4	\$ 3,500	\$ 14,000	\$ 3,400	\$ 13,600	\$ 2,995	\$ 11,980
3	Building 400 Care Center Semi-Annual Cleaning	LS	4	\$ 1,750	\$ 7,000	\$ 3,400	\$ 13,600	\$ 3,295	\$ 13,180
4	Building 421 Administration Semi-Annual Cleaning	LS	4	\$ 1,175	\$ 4,700	\$ 1,500	\$ 6,000	\$ 1,285	\$ 5,140
5	New Baffle Exhaust Filters (approx. 19.5" x 19.5" x 2") Aluminum	EA	20	\$ 35	\$ 700	\$ 29	\$ 580	\$ 49	\$ 980
6	New Baffle Exhaust Filters (approx. 12" x 18") Stainless Steel	EA	4	\$ 84	\$ 336	\$ 35	\$ 140	\$ 99	\$ 396
7	Unscheduled Labor Hours (as needed) Service hours after 9:00 pm Monday - Thursday	HR	20	\$ 73	\$ 1,460	\$ 50	\$ 1,000	\$ 195	\$ 3,900
GRAND TOTAL				\$ 35,196			\$ 40,920		\$ 41,156

NOTES

1. "Industrial Steam Cleaning of Chicago" notified the County that ISC will not fulfill the contract.

Bid Opening 09/01/2020 2:30 pm	VC / JM
Invitations Sent	31
Total Vendors Requesting Documents	2
Total Bid Responses	4



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Airways Systems Inc., located at 1100 Tower Lane, Bensenville, IL 60106, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #20-097-FM which became effective on 5/26/2021 and which will expire 5/25/2023. The contract is subject to a first of final option to renew for a twenty-four (24) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 5/25/2025.

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

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE _____
John B Mueller

PRINTED NAME _____
 President

PRINTED TITLE _____
 4/12/23

DATE _____

SIGNATURE _____
 Valerie Calvente

PRINTED NAME _____
 Buyer III

PRINTED TITLE _____

DATE _____

SECTION 6 - BID FORM PRICING

Estimated Quantities

The Contractor will bid on a full two (2) year contract. Quantities indicate an approximation of two (2) year's requirement based on experience and are not binding on the County of DuPage. The quantities and items shown are for bid analysis purposes only. Shipping and freight for materials must be included in Bid Price.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Building 501 Jail Semi-Annual Cleaning	LS	4	\$1,750 ⁰⁰ ea	\$7,000 ⁰⁰
2	Building 505 Judicial Office Facility Semi-Annual Cleaning	LS	4	\$3,500 ea	\$14,000
3	Building 400 Care Center Semi-Annual Cleaning	LS	4	\$1,750 ⁰⁰	\$7,000
4	Building 421 Administration Semi-Annual Cleaning	LS	4	\$1,175	\$4,700
5	New Baffle Exhaust Filters (approx. 19.5" x 19.5" x 2") Aluminum	EA	20	\$35 ea	\$700 ⁰⁰
6	New Baffle Exhaust Filters (approx. 12" x 18") Stainless Steel	EA	4	\$84 ea	\$336 ⁰⁰
7	Unscheduled Labor Hours (as needed) Service hours after 9:00 pm Monday - Thursday	HR	20	\$73 ⁰⁰	\$1,460
GRAND TOTAL					\$35,196
GRAND TOTAL (In words) <i>thirty-five thousand one hundred ninety-six dollars^{00/100}</i>					

SECTION 7 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X **Signature on File** / Senior Executive Manager

CORPORATE SEAL
(if available)

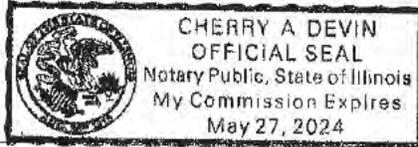
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 27 day of August AD, 2020

Signature on File

My Commission Expires: 5/27/2024

(Notary Public)



SEAL

**SECTION 8 - MANDATORY FORM
SEMI-ANNUAL DUCT, HOOD AND FAN CLEANING 20-097-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	DIANE HELFGOT		
Main Business Address	1100 TOWER LANE		
City, State, Zip Code	Bensenville IL 60106		
Telephone Number	847-845-8113	Email Address	diane@airwaysystems.com
Bid Contact Person	Diane Helfgot		

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>John Muller</u> (President or Partner)	Signature on File	<u>John Muller</u> (Vice-President)	Signature on File
<u>John Muller</u> (Secretary or Partner)	Signature on File	<u>John Muller</u> (Treasurer or Pd)	Signature on File

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. _____, _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Diane Helbigot	NAME	Cherry Devint
CONTACT	Diane Helbigot	CONTACT	Cherry Devint
ADDRESS	1100 Tower Lane	ADDRESS	1100 Tower Ln
CITY ST ZIP	Bensenville, IL 60106	CITY ST ZIP	Bensenville, IL 60106
TX	847 545 8113	TX	630-595-4242
FX		FX	630-595-3828
EMAIL	diane.airwaysystems.com	EMAIL	cherryairwaysystems.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road, 2-700 Wheaton, IL 60187 TX: (630) 407-5700		DuPage County Facilities Management Various Locations Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: mark.thomas@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

Date: _____

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

Bid/Contract/PO #: _____

Company Name: <u>AIRWAYS SYSTEMS, INC</u>	Company Contact: <u>JOHN MULLER</u>
Contact Phone: <u>630-595-7534</u>	Contact Email: <u>john@airwaysystems.com</u>

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
<u>JOHN MULLER</u>	<u>630-595-7534</u>	<u>john@airwaysystems.com</u>
<u>DIANE HELFANT</u>	<u>847-245-8113</u>	<u>diane@airwaysystems.com</u>

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

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

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

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

<https://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

Signature on File

Printed Name

John B Muller

Title

President

Date

4/12/23

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



Public Works Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: PW-P-0032-23

Agenda Date: 5/2/2023

Agenda #: 9.A.

AWARDING RESOLUTION
ISSUED TO HD SUPPLY FACILITIES MAINTENANCE, LTD., TO
FURNISH AND DELIVER HOUSEKEEPING SUPPLIES
AND CLEANING CHEMICALS FOR
PUBLIC WORKS FACILITIES
(CONTRACT TOTAL NOT TO EXCEED \$40,000)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and OMNIA Partners, the County of DuPage will contract with HD Supply Facilities Maintenance, LTD.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to furnish and deliver housekeeping supplies and cleaning chemicals for Public Works facilities, for the period of May 9, 2023, to October 31, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver housekeeping supplies and cleaning chemicals for Public Works facilities, for the period of May 9, 2023, to October 31, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to, HD Supply Facilities Maintenance, LTD., 2455 Paces Ferry Road, Atlanta, GA 30339, for a total contract amount not to exceed \$40,000. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners Contract #22-07.

Enacted and approved this 9th day of May, 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1606	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$40,000.00
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: HD Supply Facilities Maintenance, LTD.	VENDOR #: 11219	DEPT: Public Works	DEPT CONTACT NAME: Sandra Martinez
VENDOR CONTACT: Nicholas Bova	VENDOR CONTACT PHONE: 708-446-9937	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sandra.Martinez@dupageco.org
VENDOR CONTACT EMAIL: Nicholas_m_bova@homedepot.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract with HD Supply Facilities Maintenance, LTD to furnish and deliver housekeeping supplies and cleaning chemicals, as needed, for various DuPage County Public Works locations for the period of May 9, 2023 through October 31, 2025 in the amount not to exceed \$40,000 per the Intergovernmental Cooperation Act OMNIA Partners #22-07.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Housekeeping supplies and cleaning chemicals are necessary for the daily housekeeping operations required at Public Works locations which include administration buildings, wastewater treatment facilities, wellhouses and lift stations.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. HD Supply Facilities Maintenance, LTD holds the OMNIA Partners contract #22-07 which allows the County to purchase miscellaneous cleaning supplies, equipment and custodial related items at competitive prices. OMNIA Partners members receive tiered annual rebates up to 5% on all purchases.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1). Staff recommends approving a contract with HD Supply Facilities Maintenance, LTD through the OMNIA Partners Contract in order to receive the annual rebate. 2). Do not approve contract and purchase all items without a contract. This option is not recommended due to the large quantity of small value items that would need to be quoted or bid.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: HD Supply Facilities Maintenance, LTD.	Vendor#: 11219	Dept: DuPage County Public Works	Division: Public Works
Attn: Nicholas Bova	Email: Nicholas_m_bova@homedepot.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 2455 Paces Ferry Road	City: Atlanta	Address: 7900 S. Route 53	City: Woodridge
State: Georgia	Zip: 30339	State: Illinois	Zip: 60517
Phone: 708-446-9937	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: HD Supply Facilities Maintenance, LTD.	Vendor#: 11219	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address: 13924 Collection Center Drive	City: Chicago	Address:	City:
State: Illinois	Zip: 60693	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Oct 31, 2025
Contract Administrator (PO25): Sandra Martinez/ Amy Arlowe			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Contract with HD Supply Facilities Maintenance, LTD to furnish & deliver housekeeping supplies and cleaning chemicals in an amount not to exceed \$40,000 per the Intergovernmental Cooperation Act OMNIA Partners #22-07.	FY23	2000	2665	52280		8,000.00	8,000.00
2	1	EA			FY23	2000	2665	52200		2,000.00	2,000.00
3	1	EA			FY24	2000	2665	52280		12,000.00	12,000.00
4	1	EA			FY24	2000	2665	52200		3,000.00	3,000.00
5	1	EA			FY25	2000	2665	52280		12,000.00	12,000.00
6	1	EA			FY25	2000	2665	52200		3,000.00	3,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 40,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement

CLEANING SUPPLIES AND EQUIPMENT, AND CUSTODIAL RELATED PRODUCTS SERVICES AND SOLUTIONS AGREEMENT

THIS AGREEMENT dated as of September 29, 2022 (“Effective Date”), is made and entered into by and between the Fresno Unified School District (“DISTRICT”), and HD Supply Facilities Maintenance LTD fka Home Depot Pro Institutional (“PROVIDER”). RFP 22-07 Custodial Supplies, Equipment and Custodial Related Products Services and Solutions shall begin on November 1, 2022 through October 31, 2025 (“Service Date”).

For the consideration stated below, DISTRICT and PROVIDER agree as follows:

1. The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” including: the Agreement, Request for RFP number 22-07, Notice to Bidders, Bid Instructions, General Terms and Conditions, Service Requirements, Pricing Matrix, Non-collusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Debarment Suspension, IRAN Contracting Act of Certification, Certification Regarding Lobbying, Prime Point of Contact, References, and all modifications, addenda, bulletins, and amendments.
2. Custodial Supplies, Equipment and Custodial Related Products Services and Solutions shall be provided for the entire “Service Date” period in accordance with Agreement to the Fresno Unified School District for supplies districtwide. The Agreement will be for a 3-year term. Pursuant to the provision of California Education Code Section 17596, school districts may execute contracts for materials and supplies up to three (3) years.
3. As full consideration for the faithful performance of the Agreement, DISTRICT shall pay to Provider, the prices offered in PROVIDER’s Pricing Schedule submitted with its BID and set forth on the Agreement. Payment terms shall be Net 30 and invoiced monthly against issued purchase order(s) for custodial supplies satisfactorily provided. The Firm must invoice Fresno Unified School District, Contract Administrator, in order to initiate the payment process. All invoices shall indicate (a) the Bid No. and (b) the purchase order number and should be emailed to Invoices@fresnounified.org. The DISTRICT will not approve for payment any fee which is not documented on the Firm’s monthly statement and there is no support documentation on file with the DISTRICT.
4. For the first calendar year of the Contract, pricing will be fixed at the proposal pricing. Ninety (90) calendar days prior to the expiration of the fixed pricing term, the Firm may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School DISTRICT at the DISTRICT’s discretion. The Firm must provide adequate documentation to substantiate any request for price increase. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
5. In the event any invoices do not match the monthly charge listed in the BID, the DISTRICT reserves the right to withhold any disputed amounts until the billing issues are corrected.
6. Contractor shall use commercially reasonable efforts to comply with the Federal Governments minimum wage requirement.
7. Board approved notification will be issued upon Fresno USD Board award. Purchase Order(s) issued against the RFP shall be proof of the District acceptance of Vendor’s/Firm’s offer to provide services to the

District per the pricing, and subject to the RFP and Vendor's/Firm's offer to provide services in response to the RFP. In the event of a conflict between the RFP and Vendor's/Firm's offer to provide services in response to the RFP, the final agreed to RFP response shall prevail.

8. It is the intent of the DISTRICT to fully utilize the selected Firm for services listed herein, however the DISTRICT reserves the right to engage services elsewhere to perform specific services due to negligence in performance at any given site or if Firm is unable to provide requested staff. Written notice will be provided to the Firm in an event, which would require exercising this article.

9. This Agreement may be terminated by either party upon giving ninety (90) calendar days advance written notice of an intention to terminate to the other party.

10. The Supplier shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may be caused by bidder's operations under the contract. The proposer shall secure and maintain in force during the term of this agreement a **comprehensive general liability and automobile policy** utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident, as well as an umbrella or excessive liability policy with a limit of Seven Million Dollars (\$7,000,000). Property damage limits shall be \$500,000 per loss. **FRESNO UNIFIED SCHOOL DISTRICT, AND ITS EMPLOYEES AND AGENTS shall be included as an additional insured on the policies by separate, scheduled or blanket, endorsement that shall be attached to the contract as proof of insurance.** Insurance Accord shall state "*All operations resulting from informally or formally quoted projects*". Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

11. PROVIDER acknowledges that it is an independent contractor and not an employee, agent, or representative of DISTRICT. PROVIDER acknowledges that it shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of PROVIDER'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

12. Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, Supplier shall use commercially reasonable efforts to ensure that all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.

13. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. PROVIDER shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. PROVIDER agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

14. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

15. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

16. **Assignment of Contracts.** The successful Firm shall not assign or transfer by operation of law or otherwise any or all of its rights burdens, duties or obligations without the prior written consent of the DISTRICT, which consent shall not be unreasonably held.

17. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the DISTRICT and PROVIDER and their respective successors and assigns.

18. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

19. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20. **Entire Agreement.** The complete Agreement, as set forth in paragraph 1 herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

21. **Non-Exclusive Contract.** Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain like goods or services from another source when necessary.

22. **Hold Harmless Cause.** The successful proposer agrees to indemnify, defend and save harmless Fresno Unified School DISTRICT, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, it's officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused by the negligent acts or willful misconduct by the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting liability arising out of the sole negligence of the DISTRICT.

23. **Permits and Licenses.** The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

24. **Changes to the Contract.** The DISTRICT reserves the right to add or delete service and/or sites during the term of the contract. The submitted prices in this RFP will be used to adjust compensation during the contract period

25. **Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

26. To the extent permitted by law, Vendor shall not be liable to the District for any incidental, indirect, punitive, consequential damages such as loss of profits or delay damages, or for any claim that is properly brought only against a third-party manufacturer, or any amount exceeding two million dollars (\$2,000,000). All claims must be brought within one year of the accrual of the cause of action.

27. Seller is a reseller of Goods and, except for Goods Seller procures from its own or affiliate manufacturing/production sources (i.e., "Private Label" items), Seller does not provide any warranty for the Goods procured from third party manufacturing/production sources ("Third Party Sources"). For items provided hereunder from Third Party Sources, Seller shall pass through to Buyer any transferable manufacturer's standard warranties. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, AS TO GOODS PROVIDED FROM THIRD PARTY SOURCES, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY SELLER. BUYER AND PERSONS CLAIMING THROUGH BUYER (COLLECTIVELY "CLAIMANT") SHALL SEEK RECOURSE ONLY FROM THE RELEVANT THIRD-PARTY SOURCE IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, UNLESS RECOURSE AGAINST SELLER IS APPROPRIATE UNDER THE CIRCUMSTANCES (E.G., DUE TO HANDLING OR TRANSPORTATION OF SUCH GOODS). NOTWITHSTANDING THE FOREGOING, THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS PROCURED FROM THIRD PARTY SOURCES. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES REGARDING GOODS FROM THIRD PARTY SOURCES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR THE MISUSE, ALTERATION OR MODIFICATION OF GOODS. SELLER DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

FRESNO UNIFIED SCHOOL DISTRICT

HD Supply Facilities Maintenance LTD

By 
Robert G. Nelson, Ed.D., Superintendent


By Alyssa Steele (Sep 2, 2022 15:20 EDT)
Chief Commercial Officer

Approved as to form


Anni Luora (Sep 2, 2022 04:32 PDT)

Executive Director, Purchasing



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

HD Supply Facilities Maintenance, LTD fka 3400 Cumberland Blvd SE, Atlanta, GA 30339	
Vendor Name (770) 261-5686	Address Alyssa Steele
Phone Number	Vendor Contact
From: 11/1/2022	Through: 10/31/2025
Term (Duration)	
FUSD Contract Administrator: Ann Loorz/ Marisa Thibodeaux	Purchasing 559-457-3584
Name	Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) Maintenance and Operations

Annual Cost 1500000 (Estimated Amount)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

Scope of Work Summary:

Request for Proposal (RFP) 22-07, for district-wide cleaning supplies; and equipment and custodial related products, services and solutions. As the lead agency for this Omnia Partners RFP, the Fresno Unified School District will establish a nationwide master agreement that can be used by more than 50,000 public agencies. Omnia Partners is a nonprofit government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating purchasing power nationwide. Lead public agencies competitively solicit contracts which Omnia Partners makes available to agencies and nonprofits nationwide.

Please indicate where the work will be performed: Work to be performed remotely in the st.

Date Item is to appear on Board of Education Agenda: 09/28/22 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: _____
Signed _____ Date _____

Reviewed & approved by Risk Management, or Exec. Dir. of Purchasing: _____
Signed _____ Date _____

Please return signed contract to:
Teri Prieto _____
Name Department



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: 3/27/2023

Bid/Contract/PO #: _____

Company Name: HD Supply Facilities Maintenance, Ltd.	Company Contact: Bids Team
Contact Phone: _____	Contact Email: Bids-RFP@homedepot.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

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

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

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

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

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

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

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

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

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

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

Authorized Signature [Signature]

Printed Name Ran Garver

Title Director of Compliance

Date March 27, 2023

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



Public Works Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: PW-P-0033-23

Agenda Date: 5/2/2023

Agenda #: 9.B.

AWARDING RESOLUTION
ISSUED TO W.W. GRAINGER, INC., TO
FURNISH AND DELIVER MISCELLANEOUS MAINTENANCE,
REPAIR, AND OPERATIONS PARTS AND SUPPLIES
FOR PUBLIC WORKS FACILITIES
(CONTRACT TOTAL NOT TO EXCEED \$60,000)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and OMNIA Partners, the County of DuPage will contract with W.W. Grainger, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to furnish and deliver miscellaneous maintenance, repair, and operations parts and supplies, for Public Works facilities, for the period of May 9, 2023, to December 31, 2024.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver miscellaneous maintenance, repair, and operations parts and supplies, for Public Works facilities, for the period of May 9, 2023, to December 31, 2024, be, and it is hereby approved for issuance of a contract by the Procurement Division to, W.W. Grainger, Inc., 100 Grainger Parkway, Illinois, 60045-5201, for a total contract amount not to exceed \$60,000. Contract pursuant to the Intergovernmental Cooperation Act, OMNIA Partners Contract #192163.

Enacted and approved this 9th day of May, 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1607	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST:
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: W.W. Grainger, Inc.	VENDOR #: 10157	DEPT: Public Works	DEPT CONTACT NAME: Sandra Martinez
VENDOR CONTACT: Andrew Peterson	VENDOR CONTACT PHONE: 224-354-8244	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sandra.Martinez@dupageco.org
VENDOR CONTACT EMAIL: Andrew.Peterson@grainger.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Contract with W.W. Grainger, Inc. to furnish and deliver miscellaneous maintenance, repair and operations parts and supplies as needed for various DuPage County Public Works locations for the period of May 9, 2023 through December 31, 2024 in the amount not to exceed \$60,000 per the Intergovernmental Cooperation Act OMNIA Partners #192163.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Miscellaneous maintenance, repair and operations parts and supplies are necessary for the performance of routine, and as needed maintenance work throughout Public Works locations.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. W.W. Grainger, Inc. holds the Omnia Partners Contract #192163 which allows the County to purchase miscellaneous maintenance, repair and operations parts & supplies at significantly discounted prices. W.W. Grainger, Inc. offers no-minimum order requirements, free same day shipping, with access to more than one million items and 4,000 suppliers.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends a contract to purchase items with W.W. Grainger through OMNIA Partners. Having the option to purchase items through a cooperative purchasing agreement gives the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects. 2). Send out items out to quote or bid. This option is not recommended due to the large quantity of small value items that would need to be quoted or bid.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: W.W. Grainger, Inc.	Vendor#: 10157	Dept: DuPage County Public Works	Division: Public Works
Attn: Andrew Peterson	Email: Andrew.Peterson@grainger.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 100 Grainger Parkway	City: Lake Forest	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60045-5201	State: Illinois	Zip: 60517
Phone: 224-354-8244	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Grainger	Vendor#: 10157	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address: Dept. 817928567	City: Palatine	Address:	City:
State: Illinois	Zip: 60038-0001	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25): Sandra Martinez/Amy Arlowe			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Contract with W.W. Grainger, Inc. to furnish & deliver miscellaneous maintenance, repair and operations parts & supplies in an amount not to exceed \$60,000 per the Intergovernmental Cooperation Act OMNIA Partners #192163.	FY23	2000	2555	52000		8,000.00	8,000.00
2	1	EA			FY23	2000	2555	52200		5,500.00	5,500.00
3	1	EA			FY23	2000	2555	52250		1,500.00	1,500.00
4	1	EA			FY23	2000	2640	52000		3,000.00	3,000.00
5	1	EA			FY23	2000	2640	52200		1,000.00	1,000.00
6	1	EA			FY23	2000	2640	52250		1,000.00	1,000.00
7	1	EA			FY23	2000	2665	52000		1,500.00	1,500.00
8	1	EA			FY23	2000	2665	52200		2,000.00	2,000.00
9	1	EA			FY23	2000	2665	52250		500.00	500.00
10	1	EA			FY24	2000	2555	52000		5,000.00	5,000.00
11	1	EA			FY24	2000	2555	52200		8,000.00	8,000.00
12	1	EA			FY24	2000	2555	52250		7,500.00	7,500.00
13	1	EA			FY24	2000	2640	52000		3,000.00	3,000.00
14	1	EA			FY24	2000	2640	52200		1,000.00	1,000.00
15	1	EA			FY24	2000	2640	52250		1,000.00	1,000.00
16	1	EA			FY24	2000	2665	52000		2,500.00	2,500.00
17	1	EA			FY24	2000	2665	52200		6,000.00	6,000.00
18	1	EA			FY24	2000	2665	52250		2,000.00	2,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 60,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement

maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services

City of Tucson, AZ

Contract Number: 192163

July 1, 2019 through December 31, 2022

Option to renew for two (2) additional one-year periods through December 31, 2024

RENEWED THROUGH December 31, 2024

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10
- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4137 / FAX: (520) 791-4735
Jenn.Myers@tucsonaz.gov
ISSUE DATE: March 6, 2023

CONTRACT # 192163
CONTRACT ADDENDUM NUMBER: THIRTEEN (13)
PAGE 1 of 1
JM
PROCUREMENT MANAGER: JENN MYERS

MAINTENANCE, REPAIR AND OPERATIONS (MRO) SUPPLIES, PARTS, EQUIPMENT, MATERIALS AND RELATED SERVICES

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): TERM AND RENEWAL: In accordance with the Special Terms and Conditions, Paragraph 7, "Term and Renewal", the City hereby exercises its option to renew the contract for the period of January 1, 2024 through December 31, 2024.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: W.W. Grainger, Inc.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE ADDENDUM

[Redacted Signature] 3/7/2023
Signature of person authorized to sign Date

Ken White National Government Sales Manager
Name and Title (typed or printed legibly)

Grainger
Company Name

100 Grainger Parkway
Address

ken.white@grainger.com
Email Address

Lake Forest, IL 60045
City State Zip

Contact information for Sales/Account
Representative for daily business operations:

Angela Hoefler Account Manager
Name and Title (typed or printed legibly)

480-309-2024
Phone Number

angela.hoefler@grainger.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM
IS HEREBY EXECUTED THIS 7th DAY
OF March, 2023, AT TUCSON, ARIZONA.

[Redacted Signature]
for Director of Business Services and not personally



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: 3/30/23

Bid/Contract/PO #:

Company Name: <u>W. W. Grainger</u>	Company Contact: <u>Timothy Peet</u>
Contact Phone: <u>847-535-1000</u>	Contact Email: <u>Timothy.Peet@Grainger.com</u>

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

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

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

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

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

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

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

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

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

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

Authorized Signature: [Redacted Signature]

Printed Name: Timothy Peet

Title: District Sales Manager

Date: 3/30/2023

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



Public Works Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: PW-P-0034-23

Agenda Date: 5/2/2023

Agenda #: 10.A.

AWARDING RESOLUTION ISSUED TO
GASVODA & ASSOCIATES, INC.,
FOR TELEDYNE ISCO WASTEWATER SAMPLING
AND FLOW MONITORING EQUIPMENT
FOR PUBLIC WORKS
(CONTACT TOTAL: \$60,000.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for issuance of a contract to Gasvoda & Associates, Inc., for Teledyne ISCO wastewater sampling and flow monitoring equipment, parts, and repairs, for Public Works, for the period of June 1, 2023, to May 31, 2027.

NOW, THEREFORE BE IT RESOLVED, that the contract, issued to Gasvoda & Associates, Inc., for Teledyne ISCO wastewater sampling and flow monitoring equipment, parts, and repairs, for Public Works, for the period of June 1, 2023, to May 31, 2027, that, be and it is hereby approved for issuance of a County Contract by the Procurement Division to, Gasvoda & Associates, Inc., 1530 Huntington Drive, Illinois, 60409, for a total contract amount not to exceed \$60,000.00. Exempt from bidding per DuPage County Procurement Ordinance 2-350 - Sole Source.

Enacted and approved this 9th day of May, 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
 Procurement Services Division
 This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-1604	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Gasvoda & Associates, Inc.	VENDOR #: 10573	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Robert Livingston	VENDOR CONTACT PHONE: 708-891-4400	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: rlivingston@gasvoda.com	VENDOR WEBSITE: http://www.gasvoda.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Sole source contract with Gasvoda & Associates, Inc. for Teledyne ISCO wastewater sampling and flow monitoring equipment, parts and repairs from June 1, 2023 through May 31, 2027 in the amount of \$60,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Wastewater sampling and flow monitoring equipment is used at the Woodridge Greene Valley, Knollwood and Nordic Wastewater Treatment Facilities and throughout the County's collection system for testing and data collection as required by the County's permit with the EPA.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. The Public Works Department standardized to Teledyne ISCO sampling and flow monitoring in 2010 due to engineering recommendations based on past performance, ease of operation, software compatibility, familiarity and the type and amount of data needed for evaluation within the wastewater treatment plants and collection system.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. Back in 2010 the County used an engineering company's recommendation which has extensive knowledge of equipment available.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Per Teledyne ISCO, Gasvoda is the sole distributor in this area for these parts.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Gasvoda & Associates, Inc.	Vendor#: 10573	Dept: DuPage County Public Works	Division: Public Works
Attn: Robert Livingston	Email: rlivingston@gasvoda.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 1530 Huntington Drive	City: Calumet City	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60409	State: Illinois	Zip: 60517
Phone: 708-891-4400	Fax: 708-891-5786	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2023	Contract End Date (PO25): May 31, 2027
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Teledyne ISCO wastewater sampling and flow monitoring equipment, parts and repairs.	FY23	2000	2555	52250		15,000.00	15,000.00
2	1	EA			FY23	2000	2555	53370		5,000.00	5,000.00
3	1	EA			FY24	2000	2555	52250		13,000.00	13,000.00
4	1	EA			FY25	2000	2555	52250		12,000.00	12,000.00
5	1	EA			FY26	2000	2555	52250		10,000.00	10,000.00
6	1	EA			FY27	2000	2555	52250		5,000.00	5,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 60,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: W-9 Vendor Ethics Disclosure Statement



April 13, 2023

DuPage County Public Works
7900 S. Route 53
Woodridge, IL 60517

Subject: Manufacturer's Authorization

Teledyne ISCO, a business unit of Teledyne Instruments, Inc. ("Teledyne") hereby confirms that it is the original manufacturer of the goods and/or services contemplated. Teledyne further declares that Gasvoda & Associates, Inc. is a duly authorized representative and agent of Teledyne and is specifically authorized to submit and discuss any bids, proposals, or tenders on Teledyne's behalf.

The authority granted Gasvoda & Associates, Inc. hereunder is expressly limited to submittal and discussion of bids, proposals, and tenders. Gasvoda & Associates, Inc. is not authorized to sign contracts on Teledyne's behalf. Any resulting contract will be signed and executed by a duly authorized representative of Teledyne.

If you have any questions regarding this matter, please do not hesitate to contact me at (303) 792-4315. Thank you.

Sincerely,



Sonja Zehl
Senior Contracts Manager
Teledyne ISCO, a business unit of Teledyne Instruments, Inc.



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: 4/6/2023

Bid/Contract/PO #: _____

Company Name: <u>Gasvoda & Associates, Inc.</u>	Company Contact: <u>Gary Stengler</u>
Contact Phone: <u>708-891-4400</u>	Contact Email: <u>gstengler@gasvoda.com</u>

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature _____
 Printed Name Gary L. Stengler
 Title Vice President of Finance
 Date April 6, 2023

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



Public Works Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: PW-R-0002-23

Agenda Date: 5/2/2023

Agenda #: 11.A.

EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE
OF DUPAGE COUNTY AND THE COUNTY OF DUPAGE FOR THE OPERATION
AND MAINTENANCE OF A SANITARY SEWER FORCE MAIN
IN A PORTION OF GREENE VALLEY FOREST PRESERVE

WHEREAS, the DISTRICT owns certain property commonly known as Greene Valley Forest Preserve (hereinafter referred to as "Greene Valley"); and

WHEREAS, the DISTRICT, COUNTY and Waste Management, Inc. executed an agreement titled Greene Valley Landfill Leachate Agreement, dated July 20, 2021 (hereinafter referred to as the "Leachate Agreement"), which generally provides for the construction of an underground sanitary force main within a portion of the Greene Valley (hereinafter referred to as the "Force Main") to convey leachate from the Greene Valley landfill to the DuPage County-owned Woodridge Greene Valley Sanitary Treatment Plant located at 7900 S. IL Route 53, Woodridge, IL. The Leachate Agreement is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the COUNTY has agreed to operate and maintain the Force Main upon completion of construction and acceptance of the Force Main and requests that a permanent easement be granted for access, operation, and maintenance of the Force Main; and

WHEREAS, Waste Management, Inc. has completed the construction of the Force Main, and the COUNTY has inspected and accepted the Force Main; and

WHEREAS, the DISTRICT and COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent easement for the Force Main within the portion of Greene Valley legally described in Exhibit B, attached hereto and incorporated herein, and depicted in Exhibit C, attached hereto and incorporated herein (hereinafter referred to as "Easement Premises"); and

NOW THEREFORE IT BE RESOLVED, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a permanent easement for the Force Main, subject to the terms and conditions set forth herein.

Enacted and approved this 9th day of May 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Exhibit A

GREENE VALLEY LANDFILL LEACHATE AGREEMENT

This Greene Valley Landfill Leachate Agreement (“Agreement”) is entered into between Waste Management of Illinois, Inc. (“Company”), DuPage County, Illinois (“County”), and the Forest Preserve District of DuPage County, (“District”), for the purpose of the design, construction, operation and maintenance of an underground force main to convey leachate generated at the Greene Valley Landfill (“Landfill”) to the County’s Woodridge Greene Valley Wastewater Treatment Facility (“Treatment Facility”) for treatment and disposal.

WHEREAS, the County and District have each been statutorily authorized by the Illinois General Assembly, and Illinois State Constitution (1970), to undertake their respective obligations, jointly or individually, arising under this Agreement; and

WHEREAS, the Greene Valley Landfill (“Landfill”) is owned by the District; and

WHEREAS, the Company and the District are parties to the “Amended and Restated Agreement for Operation of Landfill and Construction of Recreational Facilities at the Greene Valley Recreational Preserve as Amended By The Fourth Amendment”, dated September 1, 1992 and approved by District Ordinance No. 92-313 (“Operating Agreement”); and

WHEREAS, this Agreement does not amend the Operating Agreement; and

WHEREAS, as of the effective date of this Agreement, the Landfill is in its post-closure period managed by the Company pursuant to the Operating Agreement; and

WHEREAS, the Company currently pumps leachate generated by the Landfill and transports it by truck to another sanitary district for treatment; and

WHEREAS, the County owns and operates the Treatment Facility pursuant to the authority granted counties by the Illinois General Assembly by 55 ILCS 5/5-15001, *et seq.*, to provide wastewater treatment; and

WHEREAS, the Company now is willing to design, construct, and dedicate to the County a force main for leachate generated by the Landfill to be conveyed directly from the Landfill to the Treatment Facility (the “Project”); and

WHEREAS, the County is willing to accept leachate directly conveyed from the Landfill via a forced main for treatment at the Treatment Facility; and

WHEREAS, following construction of the Project, the County is willing to accept the Company’s dedication of the completed force main to the County as part of the County’s sanitary sewerage system; and

WHEREAS, the County and the District own the property along the entire length of the proposed force main, with the exception of Greene Road which is owned by Lisle Township; and

WHEREAS, and the County and the District are willing to grant to the Company temporary easements or licenses over their respective lands to allow for construction of the Project; and

WHEREAS, following the Company's satisfactory completion of the Project, the District shall grant the County a permanent easement for the County's subsequent operation and maintenance of the completed Project; and

WHEREAS, the Operating Agreement between the District and Company provides, at a future date and upon certain conditions, for the transition of the Company's obligations at the Landfill to the District, and the District and Company desire to likewise transfer all Company obligations under this Agreement to the District simultaneously with the transition of the Company's obligations to the District under the Operating Agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration contained in this Agreement, the receipt and sufficiency of which are acknowledged by the Company, County, and District (collectively the "Parties"), the Parties agree as follows:

1. Design. The design of the Project will occur in two phases as described below.

a. First Phase - Initial Planning Report

- i. Contractor Selection:** The Company will select, subject to the District and County's approval, a contractor to prepare an Initial Planning Report. The District and County's approval shall not be unreasonably delayed, conditioned, or withheld. The Company shall solely pay for the Initial Planning Report contractor's services.
- ii. Contract Scope:** The Company's contract scope for the preparation of the Initial Planning Report shall include a recommendation of the layout, construction techniques, permitting, and easement needs for the Project. In addition, the Company, or the Initial Planning Report contractor, or a subcontractor, may perform any soil borings, as determined to be necessary or prudent by the Company, along the identified force main alignment to confirm construction feasibility. The District and County, hereby each grant the Company, or its designee, a license to enter upon their respective land for that limited purpose.
- iii. Move to Second Phase:** If the Company, County, and District agree, in writing, to the recommendations of the Initial Planning Report, the Project shall proceed to the second phase of design: Final Design and Permitting. If the Parties do not agree to the recommendations of the Initial Planning Report and cannot otherwise resolve their disagreement(s) with those recommendations, following a thirty (30) day notice of impasse given by any Party to the other Parties, this Agreement is terminated.

b. Second Phase - Final Design and Permitting

- i. Contractor Selection:** The Company will select, subject to the District and County's approval, a contractor to prepare the final design and engineering for the Project, including, but not limited to connection points to transport the leachate from the Landfill to the Treatment Facility ("Final Plan Set"). The District and County's approval shall not be unreasonably

delayed, conditioned or withheld. The Company shall solely pay for the Final Design and Permitting contractor's services.

ii. *Permits:* The Company shall obtain all necessary permits for the Project construction at the Company's sole cost and expense. To the extent an owner's signature is necessary on any permit application and either the District or County is that property owner, that Party agrees to timely sign the permit application(s) as owner upon the Company's reasonable request. The County's agreements contained herein shall not obligate the County's approval or issuance of any required County regulatory permits or approvals, which matters shall be in conformity with the applicable statutory and ordinance standards. The County and District have reviewed the zoning for the Project and confirm that the Project is unincorporated DuPage County, the County has jurisdiction over the land use for the property related to the Project, and no zoning change or variance is needed.

iii. *Final Design:*

1. Equipment, such as meters, needed for the automatic volume measurement and permit monitoring of the leachate transported via the force main from the Landfill to the Treatment Facility shall be included in the final design and engineering for the Project.
2. The final design and engineering shall be prepared with a preference for less invasive installation techniques, such as directional boring versus open cut installation, where possible.
3. The final design shall clearly identify the portion of the Project that is on Landfill property that will be excluded from the dedication of the Project to the County.
4. The final design may include sampling points designed so that composite and grab samples will be taken.
5. The District and County must approve the final design and engineering, in writing, prior to construction of the Project. If District and County permits are required, and District and County approval is not already given on the Final Design, the District and County permits shall be considered as the required approval of the Project by the applicable Party.
6. The Company shall secure all necessary permissions and easements from Lisle Township for portions of the Project that occur with the Greene Road right-of-way.

2. Construction

- a. *Contractor Selection:* The Company will select and pay for contractor(s) to construct the Project.

- b. **Inspection of Construction:** At their own cost and expense, the District and County may observe the construction and inspect the Project with their own respective personnel or contractors.
- c. **Construction Permit Modification:** There shall be no material deviation from the Final Plan Set unless approved, in writing, by all Parties.
- d. **Sharing Reports:** The Parties will provide to each other all technical reports concerning the Project, including but not limited to testing reports and construction quality assessments.
- e. **Commencing Leachate Discharge:**
 - i. All Parties must approve the completed Project prior to the Company discharging leachate to the Treatment Facility. The District and the County shall not unreasonably delay, condition or withhold approval.
 - ii. Simultaneously with the County's acceptance of the Company's Project dedication (described in Paragraph 2.f.), and in consideration of that dedication and the other consideration in this Agreement, the County shall issue all necessary documentation, including, but not limited to any permits, to allow the Company to begin to discharge leachate utilizing the Project. The County shall authorize the Company's discharge of leachate utilizing the Project for as long as it is desired by the Company or District. Neither the County nor District can terminate the use of the Project for the discharge of leachate without the Company's approval for as long as the Company is managing post-closure care of the Landfill, except as provided for in Paragraph 6.
- f. **Dedication of Project to County:**
 - i. Upon completion and approval of the Project construction, including, but not limited to any "punch-list" items and issuance of all necessary discharge permit(s) from Illinois EPA, the Company will dedicate (i.e., donate to the County) and the County will accept the Project.
 - ii. The Company's dedication shall, at minimum:
 - 1. transfer the Project contractor(s) warranties or guaranties of workmanship to the County as an intended third-party beneficiary and, or intended owner; and
 - 2. include a set of "as built" plans and copies of all regulatory signoffs and approvals; and
 - 3. include an executed bill of sale for the Project improvements so dedicated.
 - 4. Contractor shall provide a warranty bond in the name of County prior to the transfer of the Project to the County.
 - iii. The District's grant under Paragraph 4.c. will occur contemporaneously with or prior to the dedication, however, the District's grant to the County under Paragraph 4.c. shall not delay the Company's dedication to the County.

g. District Flow Meter and Other Discharge:

- i. The District, at its sole cost and expense and subject to the Project, has the right to install flow meters as part of the Project.
- ii. The District, at its sole cost and expense and subject to the following, has the right to tie-into the Project for the purpose of discharging sanitary wastewater unrelated to the Company's discharge of Landfill leachate ("District Discharge"):
 1. compliance with all applicable laws and any existing or future permit requirements; and
 2. an agreement between the District and County as to the District's payment terms for the District Discharge; and
 3. agreement by the District, County, and Company that the Company shall not be liable for any fee, volume, or other charges or overcharges related to District Discharge; and
 4. agreement of all Parties as to the location and metering of this additional flow, such that it will not interfere with County's metering, sampling, or acceptance of the Landfill leachate by the Treatment Facility, or is otherwise detrimental to the Company's rights under this Agreement; and
 5. the Landfill leachate discharge shall take priority over any District Discharge with respect to the County's sewage treatment. In the event the County must reduce sewage flows to the Treatment Facility or there is a Service Denial, the Parties agree that the District Discharge shall be discontinued, reduced, or suspended, as appropriate, prior to any change to the volume of Landfill leachate discharge accepted by the County; and
 6. compliance with all applicable Public Works permitting and payment of all applicable connection fees.

3. Maintenance

- a. **County Ownership and Maintenance:** Following the Company's dedication of the Project to the County, the County shall be the owner of the Project and shall become responsible for the operation and maintenance of the Project, except for the Company's obligations to monitor and sample the discharge, as required in its discharge authorization permit. Maintenance includes but is not limited to keeping the water piping and fixtures in good repair and free from water leaks.
- b. **Company 1-Year Reimbursement for Repairs:** The Company shall reimburse the County for any necessary repairs (*i.e.* leaks or faulty plumbing) to the dedicated portion of the Project to the extent it is not covered by any insurance or warranty, for a period of one year from the date the dedication is executed by the Company. Prior to seeking Company reimbursement and during this 1-year reimbursement period, the County shall make a claim under any applicable insurance policies or contractor warranties and contemporaneously notify WMIL of that claim. If the

claim is not resolved to the County's satisfaction within ninety (90) days, the Company shall reimburse the County and the County shall cooperate with the Company in pursuing the claim against the insurance policies or contractor warranties, as applicable.

- c. **Monitoring and Sampling Equipment:** The Company shall purchase and maintain the flow monitoring and sampling equipment utilized for the Project, excluding the equipment utilized at the Treatment Facility or provided by the District.
- d. **Flow Meter Calibration:** The Company shall retain a qualified contractor to perform, at least, an annual bench-test of the Project (not Treatment Facility and not District) flow meters to confirm proper calibration and operation and provide the County with a copy of the contractor's test results. The Company is not limited in the number of times it may check the calibration of the Project flow meters. If the Company fails to perform the annual bench-test, after notice with a thirty (30) day opportunity to cure has been sent by the County and received by the Company and the Company has not performed the bench-test in the time to cure, the County may hire an independent contractor to perform the annual bench-test and send the results and the invoice to the Company for reimbursement by the Company of the cost of the independent contractor performing the bench test, plus ten (10) percent.
- e. **Alternative Conveyance of Leachate:** If the County identifies any portion of the Project (including, but not limited to Project flow meters) that is not operating properly, it shall immediately notify the Company. If, the County must temporarily shut-off the leachate discharge from the Landfill to the Treatment Facility during necessary repairs, the Company may transport leachate discharge from the Landfill to the Treatment Facility by tanker truck. The Company and County shall negotiate a temporary reduction of the County Wastewater Service Charges and County Sewer Maintenance Charges to, at a minimum, account for any additional transportation expenses incurred by the Company.

4. Access

- a. **Access Rights:** The District and County, respectively, will grant a non-exclusive access license to the Company, to each other, and to the Parties' respective contractors and subcontractors (collectively the "Access Group") for the purposes of performing preliminary tests or investigations, inspecting and observing the construction of the Project, and such other purposes as described in this Agreement. This access right shall include, but is not limited to:
 - i. Going on and under the Project area with personnel, equipment, vehicles, and materials; and
 - ii. Removal of soils in quantities necessary for laboratory examination or testing.
- b. **Temporary Easement Or Licenses:** Upon approval of the Final Design, the County and District shall grant the Company temporary easements or licenses

- i. One-hundred thousand dollars (\$100,000) on or before the 10th calendar day after the Company receives notice both the County's and District's execution of this Agreement; and,
 - ii. One-hundred thousand dollars (\$100,000) on or before each of the first (1st), second (2nd), and third (3rd) anniversaries of the latest of the execution dates of this Agreement (totaling \$300,000).
- c. **Sewer Connection Fee:** The Company shall pay to the County a Sewer Connection Fee to cover the County charges for all permitting, connection fees, meter(s) installation, and user fees, collectively, for the Project in the amount of three-hundred thousand dollars (\$300,000), which sum shall be paid within ten (10) days of the County issuing the construction permit for the Project and prior to the commencement of Project construction.
- d. **Wastewater Service Charges:** The Company shall pay the County Wastewater Service Charges. Wastewater Service Charges, pursuant to the County Code of Ordinances, Article 6, Chapter 36, means an amount billed to each user of a County publicly operated treatment works (such as the Treatment Facility), or sanitary sewer system, for the use of its equipment and for services that may be or are being supplied. Such charges include User Charges, Other Contractual Surcharges, Debt Services Charges, Sewer Maintenance Charges, and such other charges as may be determined by the County pursuant to its Code of Ordinances. The Wastewater Services Charges are calculated as follows and terminate upon the Transition of the Project to the District. To the extent any single fee or charge that is a County Wastewater Service Charge (now or as the County Ordinances are later amended), and not specifically described below, it is considered included within the User Charges described below and shall not be separately charged to the Company.
 - i. **User Charges:** User Charges of \$0.01 per gallon of metered usage as invoiced quarterly by the County and based on actual (not estimated) usage and to be paid by the Company in the ordinary term allowed by the County following the Company's receipt of the County's invoice. In the event of a meter failure, usage will be an average of the usage for the four (4) weeks prior to and four (4) weeks after the meter failure. The annual anniversary of the date on which the first metered discharge of leachate from the Landfill to the Treatment Facility occurred is called the "Metering Anniversary". Beginning on the first July 1st at least a full calendar year following the first (1st) Metering Anniversary, and annually thereafter, the User Charges will be adjusted from the fee of the previous year by the percentage change during the previous twelve months as reported for June in the Revised Consumer Price Index for All Urban Consumers (CPI-U) – Select Areas – All Items Index for Chicago-Naperville-Elgin published by the United States Department of Labor.
 - ii. **Sewer Maintenance Charges:** The Company will pay to the County the Sewer Maintenance Charges, within the ordinary term allowed by the

County following the Company's receipt of the County's invoice, at the rate charged per the most current County Ordinance. For example, the Sewer Maintenance Charges at the time of this Agreement are \$0.00117 per gallon. The County's Sewer Maintenance Charges are a fee the County charges to all users of the Treatment Facility related to the maintenance of County-owned sewer systems.

- iii. **Renegotiation of Fees:** No more than once every five (5) years following the twentieth (20th) Metering Anniversary the County and either the Company or District (depending on whether it is prior to or after the Transition, respectively) may renegotiate the County Wastewater Service Charges to be increased or decreased, as agreed to by the applicable Parties. If no agreement is reached, in writing, by all the applicable Parties, the County Wastewater Service Charges remain as stated in this Agreement.
- e. **No Fees Charged to the Company for District Discharge:** The Company has no responsibility for fees for any discharge or supplemental delivery by the District to the Treatment Facility (e.g., pursuant to Paragraph 2.g. or 6.g.).

6. Treatment Facility Service and Acceptance of Discharge

- a. **Acceptance of Leachate from Landfill:** Discharge from the Landfill will be delivered to the County or Treatment Facility through the Project and, as desired by the District or Company, through supplemental vehicle transportation from the Landfill to the Treatment Facility. If the County permits for the Project specify maximum volumes of Landfill discharge (from the Project or by supplemental transportation) to be accepted, the County agrees that it will not limit time or duration of discharge, or specify quantity of flow limits less than twenty-five thousand (25,000) gallons per day on a rolling year average.
- b. **Meet Permit Standards:** The County or Treatment Facility may deny service or deny acceptance of the discharge from the Landfill through the Project or supplemental vehicle transportation, if the chemical characteristics of the discharge are outside limits or compliance standards of the discharge authorization permit.
- c. **Service Denial:** Should the Treatment Facility or County suspend, deny, or reduce volume below permitted levels of service to the Company or of discharge from the Landfill, for any reason that the Company and County cannot address so as to allow discharge to resume within 120 days (or a timeframe otherwise agreed to, in writing, by the Company and the County) ("Service Denial"), the County shall refund the Company up to three-hundred thousand dollars (\$300,000) of the Sewer Connection Fee and waive any unpaid amounts of the Capital Improvement Fee, determined as follows:
 - i. If the Service Denial occurs at or before the tenth (10th) Metering Anniversary date, the County shall refund three-hundred thousand dollars (\$300,000) to the Company within thirty (30) days of the Service Denial;

- ii. If the Service Denial occurs after the tenth (10th) Metering Anniversary date and on or before the twentieth (20th) Metering Anniversary date, the County shall refund a pro-rated amount from three-hundred thousand dollars (\$300,000) calculated from the first day after the tenth (10th) Metering Anniversary date to the day prior to the Service Denial, divided by the remaining days until the twentieth (20th) Metering Anniversary date. For example, if the first metered anniversary date is March 10, 2021 and the Service Denial occurs on April 15, 2031, the County shall refund to the Company \$297,124.86 (\$300,000 less the prorated amount of \$2,875.14; calculated as $\$300,000/3652 \text{ days}$ ($365/\text{year} \times 10 \text{ years} + 2 \text{ days for 2 leap years}$) = $\$82.15/\text{day} \times 35 \text{ days}$).
 - iii. If permits are not issued by all governing entities necessary to proceed with the Project, or permits are issued but the Project construction or connection from the Landfill to the Treatment Facility is not completed, or Project construction is completed but a Service Denial occurs on or before the thirtieth (30th) day from the first day of metered discharge from the Landfill to the Treatment Facility, the County shall refund to the Company the entire Capital Improvement Fee and Sewer Connection Fee paid by the Company to the County. No fault is required to trigger these refunds.
 - iv. Refunds are returned to the Company even after Transition.
- d. **Pre-Treatment:** The Company will be responsible for pre-treatment of any discharge from the Landfill to the Treatment Facility through the Project, if required as a result of a material change in the chemical composition of the discharge or compliance standards of applicable local, state or federal laws or regulations, imposed after the Effective Date of this Agreement. The Company may elect not to pre-treat Landfill discharge that requires pre-treatment and the County or Treatment Facility may elect to deny acceptance of such discharge.
- e. **Discharge Profile:** The Company shall sample and provide to the County a profile, in accordance with the discharge authorization permit, of the discharge from the Landfill. The County reserves the right to perform this sample and profile, and if it is not performed by the Company at least once every calendar year and such deficiency is not cured within thirty (30) days after the Company is notified of it by the County, the County may hire an independent contractor to perform the annual sample and profile and send the results and the invoice to the Company for reimbursement by the Company of the cost of the independent contractor plus ten (10) percent.
- f. **Suspension or Reduction of Acceptance:**
 - i. The Treatment Facility may suspend or reduce acceptance of Landfill discharge from the Project if such discharge causes "interference" (as defined by County Code 36-75), "slug loading" (as defined by County Code 36-87), or contributes to a "pass through" (as defined by County Code 36-80), as a result of the Landfill discharge containing a daily pollutant load in excess of that allowed by any of its permits.

- ii. A suspension or reduction in acceptance is not a Force Majeure Event.
- g. **Other Landfill Leachate:** The Company or District may elect to deliver leachate or wastewater discharge from other landfill locations to the Project or Treatment Facility, if the following conditions are met:
 - i. The Company, District, and County are notified prior to such delivery and all agree to the delivery in writing;
 - ii. The chemical profile of the leachate or wastewater discharge is approved by the County (if the Parties have proof of receipt of the profile and the County has approved the delivery without reference specifically to its approval of the profile, the profile is deemed approved);
 - iii. The Company or District, as applicable, obtains all required permits prior to delivery; and
 - iv. The Company or District, as applicable, shall pay the County the County Wastewater Service Charges as set forth in this Agreement and no other charges or fees.
- h. **Acceptance of Discharge:** The County becomes the owner of the leachate or wastewater discharge from the Company upon the County's acceptance of it at the Treatment Facility. The County agrees that any discharge or release from the Treatment Facility or otherwise by the County that is not compliant with the County's permits and applicable federal, state or local laws and regulations, is fully the responsibility of the County and the County waives and releases any claim it may have against the Company related to or arising from such discharge or release.

7. Transition

- a. The Company's management obligations for the Landfill will transfer at some time from the Company to the District pursuant to the Operating Agreement (the "Transition").
- b. With the Transition, all rights and responsibilities of the Company under the permits for the Project, access, and this Agreement transfer to the District, with no additional cost or expense to the Company.
- c. With the Transition, and without further action needed, all references in this Agreement to Company are transferred to the District and the Company's responsibilities are automatically terminated. At and after the Transition, the Company has no further responsibilities under this Agreement, but retains all rights necessary to defend itself in the event of a dispute with one or more of the other Parties.

8. Methane Gas Transport

- a. The Parties may explore the viability and benefits of transporting methane gas from the Landfill to the Treatment Facility.
- b. Any agreement between the Parties concerning methane gas will be separate from this Agreement.

- c. Failure by any Party under this Paragraph is neither a breach nor default under this Agreement and the Parties agree and waive any damages resulting from such failure.

9. Insurance

- a. **Required Coverages.** The Company shall maintain, and it shall require by contract that all its contractors for the Project maintain, at their respective and sole expense, insurance coverage in the following minimum types and coverage limits, which may be satisfied through a combination of primary and excess coverage as relates to any employees accessing County or District Property:
 - i. *Worker's Compensation Insurance* in the statutory amounts.
 - ii. *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.
 - iii. *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, 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.
 - iv. *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, 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.
- b. **Certificates of Insurance.** The Company will provide and require by contract that all of its contractors for the Project provide a copy of the applicable Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before the start of construction of the Project.
- c. **Cancellation of Policies.** The Company will notify the County if any insurance required under this Agreement has been cancelled, or not renewed, and provide ten (10) days notice of non-payment of premium, and require by contract that the Company's contractors do the same. The Company will immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage.

10. Miscellaneous

- a. **Recitals:** the recitals in this Agreement are incorporated into the terms and conditions of this Agreement.
- b. **Term:**
 - i. If the Project's construction is not initiated within one (1) year of the Effective Date, unless otherwise agreed in writing by the Parties, this Agreement is terminated. Initiation of construction includes, but is not limited to, the Company submitting construction permits applications to any governing entities necessary to proceed with the Project.
 - ii. If Paragraph 10.b.i., is satisfied, the Agreement has a term of twenty (20) years from the Effective Date.
 - iii. If Paragraph 10.b.i., is satisfied, after the twentieth (20th) anniversary of the Effective Date, the Agreement automatically renews for one (1) year terms, unless one of the Parties elects to terminate the Agreement and provides a minimum of six (6) months advance notice of the termination date.
- c. **Termination:**
 - i. The Company's obligations pursuant to this Agreement terminate as of the date of the Transition. Any reference to Parties after the date of Transition is a reference to only the County and District. Any reference to Company after the date of Transition is a reference to the District.
 - ii. The Company has the right to terminate this Agreement at any time.
- d. **Compliance with Laws:**
 - i. Each Party shall materially comply with all applicable federal, state, and local laws, regulations, and permits related to its performance under this Agreement.
 - ii. A Party's sole action for any material non-compliance with any law, regulation, or permit under this Agreement is an action for damages. Nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity of the County or District.
- e. **Force Majeure Event:**
 - i. A "Force Majeure Event" means a strike (or other labor disturbance), fire, flood, act of terrorism, riot, war, civil disturbance, military actions, unusually severe weather conditions, act of God, pandemic, or any other cause beyond the reasonable control of the Party.
 - ii. No Party shall be in default or breach of this Agreement as a result of any delay or failure in performance resulting directly or indirectly from a Force Majeure Event.
 - iii. All time periods referenced in this Agreement are suspended and extended for the period of time of the "Force Majeure Event" and a reasonable period of time for recovery following the "Force Majeure Event," at the option of the Party experiencing the "Force Majeure Event."

f. Notice:

i. Notice(s) required pursuant to this Agreement, shall be sent to the following persons on behalf of the Parties, respectively, by overnight delivery (with signature release) or Certified Mail, return receipt requested:

1. For the County:

a. DuPage County Department of Public Works, 421 N. County Farm Road, Wheaton, IL 60187 – Attn: Superintendent

2. For the District: Forest Preserve District of DuPage County:

a. Executive Director, Forest Preserve District of DuPage County, 3S580 Naperville Road, Wheaton, IL 60189

3. For the Company:

a. Waste Management of Illinois, Inc.,
Environmental Legacy Management Group – District Manager

720 E. Butterfield Road, Suite 400
Lombard, IL 60148

b. Waste Management of Illinois, Inc.,
Corporate Real Estate
720 E. Butterfield Road, Suite 400
Lombard, IL 60148

- g. Choice of Law:** The Agreement shall be governed by Illinois law and the forum for any legal action shall be the judicial circuit court sitting in DuPage County, Illinois.
- h. Limitations:** The Parties agree that any alleged default, breach, over- or under-payment pursuant to this Agreement must be raised by a Party within five (5) years of the complained of occurrence.
- i. Construction:** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- j. Entire Agreement:** This Agreement and the County-issued discharge authorization permit constitutes the entire understanding of the Parties relating to the Project and management of wastewater discharge or leachate from the District or County at the Treatment Facility.
- k. Severability:** In the event any part of this Agreement is determined by a court to be illegal, void, or invalid, the entire Agreement is declared null and void by the Parties and all Capital Improvement Fees and Sewer Connection Fees paid by the Company to the County will be reimbursed to the Company by the County within thirty (30) days.
- l. Counterpart Signatures:** The Agreement may be executed by the Parties on separate signature pages, each of which is deemed an original, and all of which constitute the Agreement.

- m. **Headings:** The headings of any paragraph in this Agreement are intended for guidance only and shall not be relied upon in the construction or interpretation of the Agreement.
- n. **Survival:** Paragraphs 5 (Fees), 6. (Treatment Facility Service and Acceptance of Discharge), 7. (Transition), 9 (Insurance), and 10 (Miscellaneous), survive the termination or expiration of this Agreement.
- o. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the Parties and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement in whole or in part.

DATED this 20th day of July, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year written above as the Effective Date of this Agreement.

DUPAGE COUNTY, ILLINOIS,
 [Redacted Signature]
 By: _____
 Daniel J. Cronin, Chairman

**FOREST PRESERVE DISTRICT OF
 DUPAGE COUNTY, ILLINOIS**
 [Redacted Signature]
 By: _____
 Daniel Hebreard, President

Attest:
 [Redacted Signature]

 Jean Kaczmarek, County Clerk

Attest:
 [Redacted Signature]

WASTE MANAGEMENT OF ILLINOIS, INC.

By: [Redacted Signature]

 James C. Forney, Area Director
 Environmental Legacy Management Group

Attest:
 [Redacted Signature]

 Roderic S. Stipe, District Manager, ELMG

PIN: 08-34-200-005
PIN: 08-34-201-002
PIN: 08-35-100-001
PIN: 08-35-101-004

EXHIBIT "B"

PART OF THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A 25-FOOT-WIDE STRIP OF LAND, LYING 12.5 FEET EITHER SIDE OF AN AS-CONSTRUCTED LEACHATE FORCEMAIN, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF SAID SECTION 34, NORTH 87 DEGREES 38 MINUTES 43 SECONDS EAST, A DISTANCE OF 1485.05 FEET; THENCE NORTH 37 DEGREES 06 MINUTES 37 SECONDS EAST, A DISTANCE OF 4122.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59 DEGREES 44 MINUTES 49 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 47 DEGREES 53 MINUTES 46 SECONDS EAST, A DISTANCE OF 568.25 FEET; THENCE NORTH 36 DEGREES 37 MINUTES 46 SECONDS EAST, A DISTANCE OF 548.50 FEET; THENCE NORTH 37 DEGREES 14 MINUTES 43 SECONDS EAST, A DISTANCE OF 557.31 FEET; THENCE NORTH 29 DEGREES 41 MINUTES 31 SECONDS EAST, A DISTANCE OF 602.00 FEET; THENCE NORTH 80 DEGREES 19 MINUTES 42 SECONDS EAST, A DISTANCE OF 639.88 FEET MORE OR LESS TO THE WEST LINE OF LAND CONVEYED TO THE COUNTY OF DU PAGE BY WARRANTY DEED RECORDED DECEMBER 29th, 1971 AS DOCUMENT R71-66717 TO THE POINT OF TERMINUS, SAID 25-FOOT STRIP SHALL EXTEND TO BUT NOT BEYOND SAID WEST LINE AND ALSO EXCEPTING THEREFROM ANY PART OF SAID 25-FOOT STRIP FALLING WITHIN ANY FEE SIMPLE, DEDICATED PORTION OF GREENE ROAD, ALL IN DUPAGE COUNTY, ILLINOIS.



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PREPARED FOR:



EXHIBIT "B"
GREENE VALLEY LANDFILL
DUPAGE COUNTY, ILLINOIS

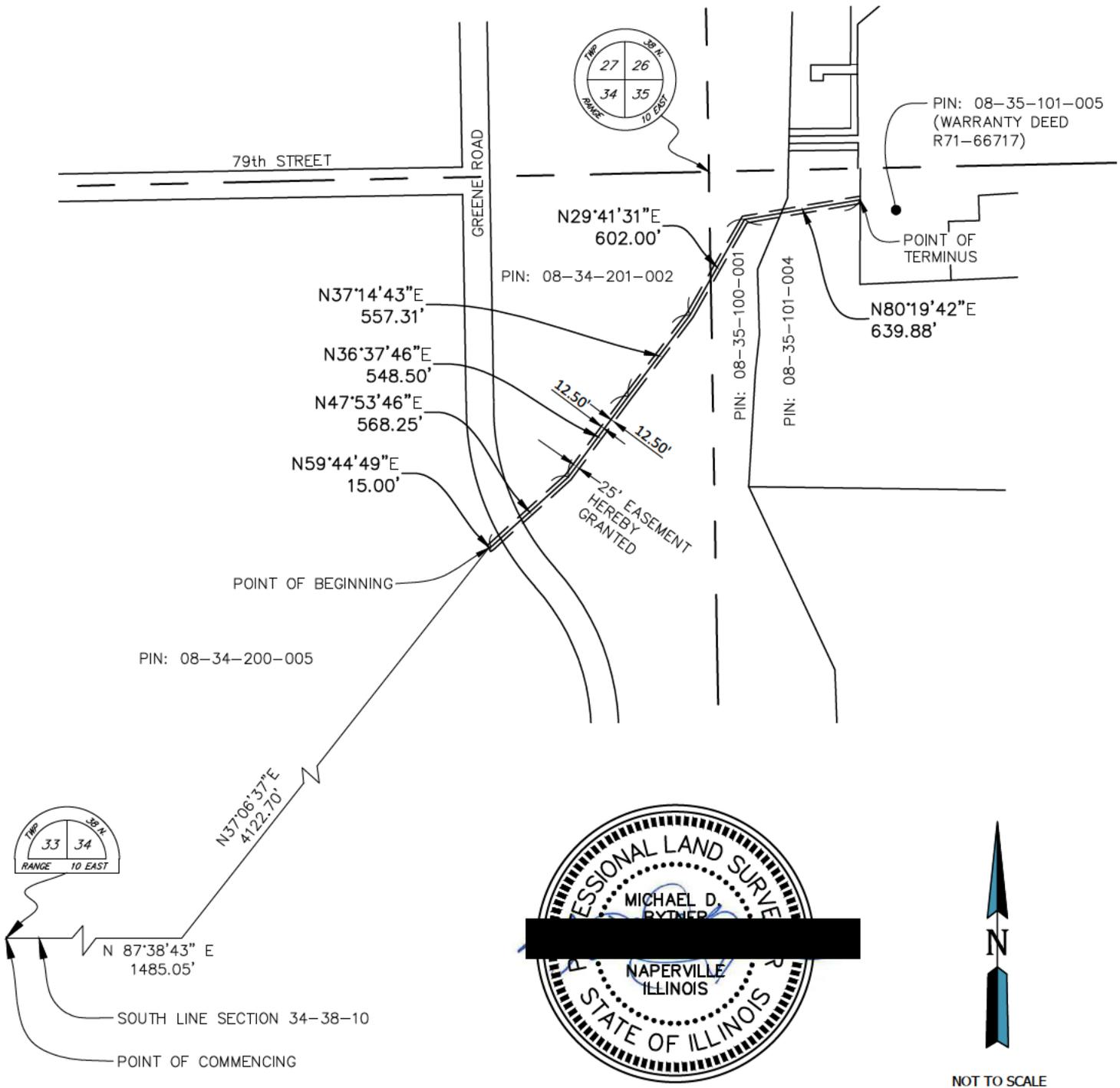
REUSE OF DOCUMENTS

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 Weaver
Consultants
Group
NAPERVILLE, ILLINOIS
(630) 717-4848 www.wcgrp.com

DRAWN BY: CPIV
REVIEWED BY: MDB
DATE: 01/03/23
FILE: 0086-305-09
CAD: GV000002.dwg

EXHIBIT "C"



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PREPARED FOR:

EXHIBIT "C"
 GREENE VALLEY LANDFILL
 DUPAGE COUNTY, ILLINOIS

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Weaver Consultants Group
 NAPERVILLE, ILLINOIS
 (630) 717-4848 www.wcgrp.com

DRAWN BY: CPIV
REVIEWED BY: MDB
DATE: 01/03/23
FILE: 0086-305-09
CAD: GV000002.dwg

Prepared by and return to:
Forest Preserve District of
DuPage County
C/O Executive Director
P.O. Box 5000
Wheaton, IL 60189-5000

Property Address:
Vacant Land
East and West sides of Greene Road and
1/2 mile South of 79th Street, Naperville, IL
P.I.N.: 08-34-200-005 (part), 08-34-201-002 (part),
08-35-100-001 (part) & 08-35-101-004 (part)

**AN EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
AND THE COUNTY OF DUPAGE FOR THE OPERATION AND MAINTENANCE OF A SANITARY SEWER
FORCE MAIN IN A PORTION OF GREENE VALLEY FOREST PRESERVE**

THIS EASEMENT AGREEMENT for the Grant, Conveyance, and Warranty of a Permanent Easement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2023 by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT"), with its principal office at 3S580 Naperville Road, Wheaton, Illinois 60189, as property owner, and the County of DuPage, a body politic and corporate (hereinafter referred to as the "COUNTY"), with its principal offices at 421 N. County Farm Road, Wheaton, Illinois 60187, as grantee. The DISTRICT and the COUNTY shall collectively be referred to herein as the "Parties" and may be individually referred to as a "Party."

WITNESSETH:

WHEREAS, the DISTRICT owns certain property commonly known as Greene Valley Forest Preserve (hereinafter referred to as "Greene Valley"); and

WHEREAS, the DISTRICT, COUNTY and Waste Management, Inc. executed an agreement titled Greene Valley Landfill Leachate Agreement, dated July 20, 2021 (hereinafter referred to as the "Leachate Agreement"), which generally provides for the construction of an underground sanitary force main within a portion of the Greene Valley (hereinafter referred to as the "Force Main") to convey leachate from the Greene Valley landfill to the DuPage County-owned Woodridge Greene Valley Sanitary Treatment Plant located at 7900 S. IL Route 53, Woodridge, IL. The Leachate Agreement is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the COUNTY has agreed to operate and maintain the Force Main upon completion of construction and acceptance of the Force Main and requests that a permanent easement be granted for access, operation, and maintenance of the Force Main; and

WHEREAS, Waste Management, Inc. has completed the construction of the Force Main, and

the COUNTY has inspected and accepted the Force Main; and

WHEREAS, the DISTRICT and COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the “Transfer Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the COUNTY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent easement for the Force Main within the portion of Greene Valley legally described in **Exhibit B**, attached hereto and incorporated herein, and depicted in **Exhibit C**, attached hereto and incorporated herein (hereinafter referred to as “Easement Premises”); and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the COUNTY a permanent easement for the Force Main, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the parties agree as follows:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 EASEMENT GRANTED

2.1 The DISTRICT hereby grants the COUNTY a permanent, non-exclusive easement for the access, operation, maintenance, and re-construction of the Force Main within the Easement Premises on the terms and conditions as provided for in this Agreement.

3.0 FEES

3.1 In accordance with the Leachate Agreement, the easement fees are hereby waived.

4.0 NOTICE OF FUTURE WORK

4.1 The COUNTY is hereby granted the unrestricted right to access the Easement Premises at any time to perform emergency maintenance related work associated with this Agreement. The COUNTY is further granted the unrestricted right to access and occupy the Easement Premises, upon no less than eight weeks prior written notice to the DISTRICT, for any “invasive activities” (defined as activities beyond routine operation and maintenance or emergency related work, including but not limited to large scale construction projects), within the Easement Premises. Conversely, the DISTRICT shall provide the COUNTY notice and an opportunity to review and comment upon any “invasive activities” it intends to perform within the Easement Premises subsequent to the effective date of this Agreement. Notice to either the COUNTY or DISTRICT under this section shall be provided in accordance with the notice provisions in paragraph 10 herein. The COUNTY and DISTRICT shall make any independent contractor or other assigns

accessing the Easement Premises for purposes of said invasive activities aware of the terms and conditions of this Agreement.

5.0 PERMITS AND APPROVALS

5.1 The COUNTY shall obtain all necessary permits or other approvals required for maintaining and any construction work on the Force Main within the Easement Premises. The COUNTY shall also comply with all applicable federal, state, and local laws, rules, and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Easement Premises or exercises any rights conferred under this Easement Agreement. The COUNTY shall also comply with all applicable DISTRICT ordinances now in force. For purposes of ordinances enacted subsequent to this Agreement, the Agreement may be amended in accordance with the provisions of paragraph 11.5.

6.0 RESTORATION

6.1 The COUNTY shall promptly restore the Easement Premises to its condition at the time of the grant of this easement and repair any damage to other pre-existing DISTRICT property resulting, directly or indirectly, from the use of the Easement Premises. Such restoration shall not include damage and/or overgrowth caused by natural occurrences, the mere passage of time, or the DISTRICT's neglect. All restoration and repair work shall be performed in accordance with the specifications established by the DISTRICT and shall be subject to the approval of the DISTRICT'S Executive Director. In the event the COUNTY fails to initiate restoration of the Easement Premises or repair any damage caused by the COUNTY's use of the premises to areas adjacent to the boundaries thereof within 45 days of effective date of written notice from the DISTRICT demanding the repair, or fails to complete restoration within 90 days of said demand, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration work or repair damage, which shall include the authority to engage the services of an independent contractor. The District shall account for all costs incurred to restore the Easement Premises or adjacent preserve land and the COUNTY shall be responsible for reimbursing the DISTRICT for the cost and expenses within 45 days of service of the DISTRICT'S written demand of payment.

7.0 INSURANCE

7.1 The COUNTY is self-insured and does not purchase insurance on a case-by-case basis. The COUNTY shall require its independent contractors doing work within the Easement Premises to purchase and/or provide proof of insurance coverage which will satisfactorily insure the COUNTY and, where appropriate, the DISTRICT against claims and liabilities which may arise out of their activity upon the Easement Premises. Such insurance shall be issued by companies licensed to do business in the State of Illinois and having an A.M. Best Rating of A minus or better. Independent contractors shall provide Certificates of Insurance naming the DISTRICT and any of its officers, trustees, agents, or employees as additionally insured on all coverages in this Agreement except Workers' Compensation and Employer's Liability. The insurance coverages shall include the following:

- (A) Workers' compensation insurance with limits as required by the applicable workers' compensation statutes. The employer's liability coverage under the workers' compensation policy shall have limits of not less than \$500,000 each accident/injury;

- \$500,000 each employee/disease; \$500,000 policy limit.
- (B) Commercial general liability insurance protecting the COUNTY against public liability claims which may arise in the course of using the Easement Premises. The limits of liability shall not be less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall include contractual liability coverage and an endorsement naming the DISTRICT as an additional insured.
 - (C) Commercial automobile liability insurance covering owned, non-owned and leased vehicles which protects against automobile liability claims whether on or off the DISTRICT'S premises with coverage limits of not less than \$1,000,000 each accident bodily injury/property damage combined single limit.
 - (D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$1,000,000 aggregate bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above and shall either include an endorsement naming the DISTRICT as an additional insured or provide "following form" coverage.

The independent contractor's policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the DISTRICT as additional insured. The COUNTY shall provide evidence of its insurance coverage, as requested by the DISTRICT, by furnishing a self-insurance letter.

8.0 INDEMNIFICATION

- 8.1 To the extent permitted by law, the COUNTY and the DISTRICT shall each indemnify, hold harmless and defend the other, their 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 other's negligent or willful acts, errors or omissions in its performance under this Agreement. Neither waives any defenses or immunity available to it with respect to third parties; and all such defenses and immunities are hereby reserved.
- 8.2 Nothing contained herein shall be construed as prohibiting the COUNTY or the DISTRICT, their 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 is to be appointed a Special Prosecutor, as provided in 55 ILCS 5/3-9008, unless the attorney is already an Assistant State's Attorney. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. The DISTRICT'S participation in its defense shall not remove the COUNTY'S duty to indemnify, defend, and hold harmless, as set forth above.
- 8.3 Neither the COUNTY nor the DISTRICT by these indemnity requirements, waive, forfeit or otherwise in any manner relinquish any defenses, privileges or immunities under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 *et seq.*) or which

may be otherwise available to them, jointly and/or severally under any applicable law. All tort immunities and privileges are hereby specifically reserved.

8.4 There are no third-party beneficiaries of this Agreement except to the extent provided for in paragraph 7.1 above.

8.5 The parties' obligations to defend, hold harmless, and indemnify shall survive until termination of the easement contemplated herein.

9.0 BREACH OF AGREEMENT

9.1 If a party reasonably believes that a breach of this Agreement has occurred or is occurring, the party shall serve written notice thereof upon the party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The party alleged to have committed the breach shall have 45 days within which to cure the violation. If the party in violation is the COUNTY, and the COUNTY fails to cure the breach within the 30-day period, the DISTRICT may pursue monetary damages or specific performance provided that the 45-day cure period shall be extended for a reasonable time if the COUNTY has undertaken to cure the breach within the 45-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the Force Main project to public health and safety and given the nature and scope of the Force Main project, remedies available to the DISTRICT do not and shall not include termination of this Agreement or prevention of access to the Easement Premises.

9.2 Action by any party to enforce any term of this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 9.1.

9.3 A waiver by any party of any breach of one or more of the terms of this Agreement on the part of one of the other parties shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a party from enforcing full compliance with the provisions set forth herein, unless otherwise agreed to in a writing signed by all parties hereto. No delay, failure, or omission of a party to exercise any right, power, privilege, or option arising from a breach shall impair any right, privilege, or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges, and remedies given the parties under this Agreement and by law shall be cumulative.

10.0 NOTICES

10.1 All notices required to be given under the terms of this Agreement shall be deemed properly given to the party to be notified in writing at the time it is personally delivered or served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail, or sent by confirmed facsimile or email to the party's address. Notices served by mail upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served by mail upon the COUNTY shall be directed to the Director, DuPage County Department of Public Works, County of DuPage, 421 N. County Farm Road, Wheaton, Illinois

60187. Notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notice served by facsimile or email shall be effective upon date sent. Notwithstanding anything to the contrary, any notice by a party alleging a breach of this Agreement shall be by certified or registered mail as set forth above. Any party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

11.0 MISCELLANEOUS TERMS

- 11.1 The DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by the COUNTY of the rights granted herein. Whenever in this Agreement approval or review of either the COUNTY or the DISTRICT is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 11.2 If any party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 11.3 The DISTRICT shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the COUNTY with a recorded copy.
- 11.4 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all parties.
- 11.5 This Agreement may be modified only in writing, duly approved, and signed by all parties.
- 11.6 This Agreement shall not be deemed or construed as creating an employment, joint venture, partnership, or principal agency relationship between the parties.
- 11.7 This Agreement shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue for resolving any disputes concerning the Parties respective performance, or failure to perform, under this Agreement, shall be in the 18th Judicial Circuit Court, DuPage County, Illinois.
- 11.8 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, plagues, or natural disasters.
- 11.9 This Agreement shall be executed in duplicate, and each party shall retain a fully executed original.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) stated below.

**FOREST PRESERVE DISTRICT OF
DU PAGE COUNTY – AS GRANTOR**

BY: _____
Daniel Hebreard, President

ATTEST: _____
Judith Malahy, Secretary

Date signed: _____

COUNTY OF DUPAGE – AS GRANTEE

BY: _____
Deborah A. Conroy, Chair

ATTEST: _____
Jean Kaczmarek, Clerk

Date signed: _____



Informational

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1661

Agenda Date: 5/2/2023

Agenda #: 13.A.

From: Smith, Dawn <smithd137@cod.edu>

Sent: Wednesday, April 26, 2023 11:56 AM

To: Harbaugh, Tim <Tim.Harbaugh@dupageco.org>; Blumenthal, Jason <Jason.Blumenthal@dupageco.org>

Cc: Martinez, Diana <martinezd59@cod.edu>; Peters, Michael <Michael.Peters@dupageco.org>; Smith, Dawn <smithd137@cod.edu>

Subject: RE: [External] Warhol Pop Art Challenge

[Caution: This email originated outside Dupageco.org. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Hello Tim & Jason,

Thank you for your time and helping the College of DuPage and McAninch Arts Center in promoting famous and notable members of DuPage County.

Following the success of the summer 2021 blockbuster exhibition, Frida Kahlo: Timeless, which brought over 100,000 visitors to DuPage County from every US state and over 43 countries, The Cleve Carney Museum of Art and the McAninch Arts Center at the College of DuPage are excited to present an exhibition of Andy Warhol in summer of 2023, June 3-Sept 10. The Warhol Exhibition includes 94 works from Andy Warhol Portfolios: A Life in Pop/Works from the Bank of America Collection on loan through Bank of America's Art in our Communities program, and over 11,000 sq. ft. of interactive experiences including a Biographical exhibit, Video installation, 150+ photos taken by Warhol, Children's Print Factory, Studio 54 experience and a Central Park-inspired outdoor space.

To celebrate we were looking for ten partnering communities, to participate in 'The DuPage Warhol Public Pop Art Challenge' showcasing members of their community. After the invitation, the response was over whelming, as we are now hosting twenty murals throughout DuPage combined of hometown heroes and celebrities giving everyone their "15 minutes of fame", Any Warhol quoted. While this is promoting the Warhol2023 exhibit, we do believe these murals are a great way to draw attention to each town, the talents of residents and gain civic pride within the communities.

We are asking if the DuPage County Board will host on the county building a compilation of faces amongst DuPage communities. For additional details:

- A proposed mockup on the county building from the given location: attached
 - From left to right 8 faces: Gary Sinise, Little Orphan Annie (cartoonist Harold Gray), Billy Williams, Jim Belushi, Bob Odenkirk, Amy Carlson, Lamorne Morris, Sean Hayes
 - Images are square and can be printed up to 52". They are on an adhesive vinyl. Attached is specs of materials. Instructional videos will be sent to PW.
 - With the tinted windows, the request would be on the outside second story.
 - The McAninch Arts Center has confirmed the images, worked with the artist, and producing the vinyl for your installation and removal.
- Map of DuPage Pop Up Murals: attached
- For more specific details per town: [Link](#)
- Press release: [Link](#)

Thank you for time and attention. Please do not hesitate to reach out with any questions.

Best,
Diana Martinez & Dawn Smith

Dawn Smith
Community Engagement & Educational Coordinator
McAninch Arts Center
College of DuPage
425 Fawell Blvd

Glen Ellyn, IL 60137
Phone: 630.942.3004
www.AtTheMAC.org
www.WARHOL2023.org
www.cod.edu





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