



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, August 6, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

Other Board Members present: Member Rutledge, Member Chaplin and Member Childress

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

Chair Garcia reminded the committee of the joint ribbon cutting event for the DuPage County Nordic Wastewater Treatment Plant and the groundbreaking of the Itasca Ray Franzen Bird Sanctuary Trail on this afternoon in Itasca.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2065](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, July 2, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Jim Zay

6. BUDGET TRANSFERS

6.A. [24-2066](#)

Public Works – Transfer of funds from account no. 2000-2555-54030 (Sewer/Water Treatment Plant Construction) to account no. 2000-2555-54070 (Waste Water System Infrastructure) for Wastewater System Infrastructure for a sewer lining project in the amount of \$300,000.

RESULT:	APPROVED
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MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7. CONSENT ITEMS

7.A. [24-2067](#)

FM – AMS Mechanical Systems, Inc. 6468-0001 SERV – This contract is decreasing in the amount of \$14,091.20 and closing due to project completion.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Jim Zay

7.B. [24-2068](#)

FM – Dynamic Industrial Services, Inc. 6421-0001 SERV - This contract is decreasing in the amount of \$20,332 and closing due to project completion.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7.C. [24-2069](#)

PW - Currie Motors Frankfort, Inc., PO #5791-0001 SERV - This Purchase Order is decreasing in the amount of \$103,576 and closing due to undelivered vehicles as a result of the global supply chain disruption.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Cynthia Cronin Cahill

8. CLAIMS REPORT

8.A. [24-2070](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Cynthia Cronin Cahill

9. PROFESSIONAL SERVICES AGREEMENT

9.A. [FM-P-0031-24](#)

Recommendation for the approval of a contract to Wight Construction Services, Inc., to provide Professional Construction Manager as Advisor Services, for the JTK Administration Building HVAC Replacement project, for Facilities Management, for the period August 13, 2024 through December 31, 2026, for a total contract amount not to exceed \$1,588,928. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et seq. (PARTIAL ARPA ITEM)

Committee members and Deputy Director of Facilities Management Tim Harbaugh discussed the timeline for the HVAC replacement project at the 421 Building.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Dawn DeSart

10. BID AWARD

10.A. [PW-P-0016-24](#)

Recommendation for the approval of a contract to Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the Public Works emergency generators at Woodridge Greene Valley Wastewater Treatment Plant, Knollwood Wastewater Treatment Plant and Nordic Wastewater Treatment Plant, for the period of August 13, 2024 to August 12, 2026, for a total contract amount not to exceed \$100,000; per lowest responsible bid #24-074-FM.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Dawn DeSart

10.B. [24-2071](#)

Recommendation for the approval of a contract to Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the campus emergency generators, as needed, for Facilities Management, for the two-year period of August 7, 2024 through August 6, 2026, for a total contract amount not to exceed \$20,000, per low quote #24-074-FM.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Dawn DeSart

11. BID RENEWAL

11.A. [FM-P-0032-24](#)

Recommendation for the approval of a contract to Air Filter Solutions LLC, to furnish and deliver air filters, as needed, for County facilities, for Facilities Management, for the period of September 27, 2024 through September 26, 2025, for a total contract amount not to exceed \$138,100, per renewal option under bid award #23-053-FM. (\$130,000 for Facilities Management, \$4,000 for Animal Services, \$1,100 for Division of Transportation, and \$3,000 for Health Department). First of three options to renew.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Cynthia Cronin Cahill

12. SOLE SOURCE

12.A. [PW-P-0017-24](#)

Recommendation for the approval of a contract to LAI Ltd., for the purchase of DeZurick, Inc., APCO, Inc., Hilton Brand, and Red Valve representation repair parts, as well as Rotork valve actuators and repair parts, for the Woodridge Greene Valley Wastewater Treatment Facility, Knollwood Wastewater Treatment Facility, and Nordic Wastewater Treatment Facility, for Public Works, for the period of August 13, 2024 to August 12, 2028, for a total contract amount not to exceed \$200,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source – Direct replacement of parts and service for valves and actuators.)

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Dawn DeSart

13. ORDINANCE UPDATE

13.A. [PW-O-0004-24](#)

Acceptance of the Substantive and Technical changes to Chapter 36 of the DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance.

Director of Public Works Nick Kottmeyer informed the committee that this Ordinance update is very robust due to new standards with the IEPA. He thanked Public Works chemist Mary Dressel for all of her hard work on ensuring that our Ordinance is updated according to all of the new standards.

RESULT: APPROVED AND SENT TO FINANCE

MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

14. PRESENTATION

14.A. FY25 Public Works and Facilities Management Operating Budgets

A joint presentation from the Public Works and Facilities Management department was given outlining their FY25 Operating Budgets. To begin, Public Works Financial Administrator Stan Spera provided the committee with a summary of the proposed Revenue budget, a summary of the proposed budget for Public Works expenditures, and Public Works Operations and Maintenance expenditures. He went over the Debt Coverage Ratios and highlighted the IEPA loans that the department received and the low interest rate for each.

Director Kottmeyer began the Facilities Management portion of the presentation by recommending a department reorganization, which would include the Environmental division moving from the umbrella of the Building and Zoning department to being a part of the Facilities Management department. Deputy Director of Facilities Management Tim Harbaugh presented the committee with an overview of the Grounds budgeted revenue and expenses. Environmental and Sustainability Program Manager Joy Hinz then provided a summary of the proposed Environmental division revenue and operating budget. Mr. Harbaugh wrapped up the presentation by providing a review of Facilities revenue, operating expenses, and an explanation for budget variances.

Mr. Spera and Mr. Harbaugh answered any questions from committee members.

15. OLD BUSINESS

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 24-2065

Agenda Date: 8/6/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Draft Summary

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

Tuesday, July 2, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

MOTION TO ADD MEMBERS FOR QUORUM PURPOSES

Other Board Member present: Member Gustin (arrived at 9:10 a.m.)

Chair Garcia made a motion, seconded by Member DeSart, to allow Member Rutledge, Member Childress and Member Yoo participate as Public Works committee members at this meeting, for quorum purposes. All ayes, motion carried.

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

Chair Garcia announced to the committee that there will be a joint event celebrating the Itasca Ray Franzen Bird Sanctuary Trail Groundbreaking and the Nordic Wastewater Treatment Plant Ribbon Cutting on August 6th at 2:00 p.m.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-1889](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, June 18, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

6. CLAIMS REPORT

6.A. [24-1890](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Paula Garcia

SECONDER: Dawn DeSart

7. BID AWARD

7.A. [PW-P-0015-24](#)

Recommendation for the approval of a contract to Joseph J. Henderson and Son, Inc., for the rehabilitation of the Woodridge Greene Valley Wastewater Treatment Plant headworks and grit removal process, for the period of June 11, 2024 to November 30, 2026, for a total contract amount not to exceed \$18,869,424.90; per lowest responsible bid # 22-191-PW.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Dawn DeSart

8. BID RENEWAL

8.A. [FM-P-0030-24](#)

Recommendation for the approval of a contract to Fox Valley Fire & Safety Company, for preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety Systems for County facilities, for the period of August 28, 2024 through August 27, 2025, for a total contract amount not to exceed \$117,500 (\$95,000 for Facilities Management, \$1,500 for Animal Services, \$10,000 for Division of Transportation, \$11,000 for Public Works), per renewal option under bid award #22-080-FM. Second of three options to renew.

A motion was made by Chair Garcia, and seconded by Member Childress, to approve this item and send to the Finance committee. All ayes, motion carried.

RESULT: APPROVED AND SENT TO FINANCE

9. ACTION ITEMS

9.A. [24-1891](#)

Recommendation for the approval of a contract to Menards to provide a variety of products for Public Works, for the period of August 1, 2024 to November 30, 2024, for a total contract amount not to exceed \$14,500.01.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Jim Zay

10. ORDINANCE

10.A. [PW-O-0003-24](#)

An ordinance regulating parking facilities for Electric Vehicles on the DuPage County campus.

Member DeSart and Member Rutledge inquired on how the Electric Vehicles charging cost would be charged.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

11. PRESENTATION

11.A. Public Works and Facilities Management FY25 Capital Budget Presentation

The Public Works department and Facilities Management department presented a joint presentation on their 2025 Proposed Capital Budget submissions.

Public Works Operations Manager Sean Reese began by presenting for Public Works. He provided an overview of the Capital Improvements for Sewer Operations, Water Operations, Administrative and Maintenance Operations. He went over the Public Works Capital Improvement spending forecast for the rest of 2024 to 2025 as well. Public Works Director Nick Kottmeyer let the committee know that all of the projects listed are part of the Public Works long term plan.

Deputy Director of Facilities Management Tim Harbaugh presented for Facilities Management, and provided a summary the current Capital Improvements construction projects. He then went over the Facilities Management FY25 capital request and future projects. Director Kottmeyer emphasized future potential funding opportunities as well.

11.B. 2024-2025 CFRA Projections

Capital Projects Energy Analyst Ian Johnstone and Public Works Buyer Drew Cormican presented a summary of what has happened since staff has bid out prices for electricity, and ultimately decided to enroll in ComEd hourly pricing. They let the committee know that the ComEd Commercial hourly Pricing has been above the Fixed Bid Pricing approx. 10% of the time, what has saved an estimated 30% on Electrical Supply Costs over the past two months. Ian Johnstone provided the committee with a history on CFRA (Carbon Free Resource Adjustment) and the future predictions for the CFRA.

12. DISCUSSION

12.A. Heritage Gallery Update

Facilities Management Project Supervisor Geoff Matteson updated the committee on next steps with the Heritage Gallery over the rest of 2024 and the beginning of 2025.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned.



Budget Transfer

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

File #: 24-2066

Agenda Date: 8/6/2024

Agenda #: 6.A.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective January 22, 2024

SEWER OPERATIONS

From: 2000
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
2555	54030		SEWER/WATER TREATMENT PLT CONS	\$ 300,000.00	16,703,018.94	16,403,018.94	7/11/24	2000-9100
Total				\$ 300,000.00				

SEWER OPERATIONS

To: 2000
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance	B/S Fund
					Prior to Transfer	After Transfer		
2555	54070		WASTE WTR SYS INFRASTRUCTURE	\$ 300,000.00	11,286.20	311,286.20	7/11/24	2000-9100
Total				\$ 300,000.00				

Reason for Request:

Public Works - \$300,000.00 FY24 budget transfer between capital accounts for Waste Water System Infrastructure for sewer lining project.

 Department Head

 Chief Financial Officer

7/10/2024
 Date
 7/12/24
 Date

Activity _____
 (optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

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

PW - 8/6/24
 FIN/LB - 8/13/24



Consent Item

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

File #: 24-2067

Agenda Date: 8/6/2024

Agenda #: 7.A.

Consent
PW 8/16
OB 8/13



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Jul 15, 2024

MinuteTraq (IQM2) ID #: 24-2000

Purchase Order #: 6468-1 SERV	Original Purchase Order Date: May 23, 2023	Change Order #: 2	Department: Facilities Management
Vendor Name: AMS Mechanical Systems, Inc.		Vendor #: 37938	Dept Contact: Cathie Figlewski
Background and/or Reason for Change Order Request:	Reduce contract amount \$14,091.20 and close contract. Furnish and install natural gas piping replacements and upgrades to the gas main and meter, at the Power Plant.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$125,837.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$125,837.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,091.20)
E	New contract amount (C + D)	\$111,745.80
F	Percent of current contract value this Change Order represents (D / C)	-11.20%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-11.20%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

CF _____	5665 _____	Jul 15, 2024 _____	Signature on File _____	x6840 _____	7/16/24 _____
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer _____	Date _____	Procurement Officer _____	Date _____	7/17/2024	
Chief Financial Officer (Decision Memos Over \$25,000) _____	Date _____	Chairman's Office (Decision Memos Over \$25,000) _____	Date _____		



Consent Item

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

File #: 24-2068

Agenda Date: 8/6/2024

Agenda #: 7.B.

consent
PW 8/16
OB 8/13



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Jul 15, 2024
MinuteTraq (IQM2) ID #: 24-2001

Purchase Order #: 6421-0001 SERV	Original Purchase Order Date: Apr 25, 2023	Change Order #: 1	Department: Facilities Management
Vendor Name: Dynamic Industrial Services, Inc.		Vendor #: 33093	Dept Contact: Cathie Figlewski
Background and/or Reason for Change Order Request:	Reduce contract amount \$20,332 and close contract. Repair and rehabilitate the interior of the thermal storage tank at the Power Plant.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$460,912.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$460,912.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$20,332.00)
E	New contract amount (C + D)	\$440,580.00
F	Percent of current contract value this Change Order represents (D / C)	-4.41%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-4.41%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

CF	5665	Jul 15, 2024	Signature on File	6800	7/16/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Consent Item

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

File #: 24-2069

Agenda Date: 8/6/2024

Agenda #: 7.C.

Consent
PW 8/16
CB 8/13



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Jul 15, 2024

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5791SERV	Original Purchase Order Date: Apr 12, 2022	Change Order #: 1	Department: Public Works
Vendor Name: Currie Motors Frankfort Inc		Vendor #: 12434	Dept Contact: Drew Cormican
Background and/or Reason for Change Order Request:	Decrease line 1, line 2 and close contract. Due to supply chain issues, Ford was unable to deliver the vehicles procured under this contract and Public Works bought vehicles off the lot.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$103,576.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$103,576.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$103,576.00)
E	New contract amount (C + D)	\$0.00
F	Percent of current contract value this Change Order represents (D / C)	-100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-100.00%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
[Redacted]		7/10/24	[Redacted]	x6800	7/16/24

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
		[Signature]	7/30/2024
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Payment of Claims

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

File #: 24-2070

Agenda Date: 8/6/2024

Agenda #: 8.A.

**Public Works
Schedule of Claims
8/6/2024**

Pay Vendor Name	Description	Check Date	Amount
ALTA CONSTRUCTION EQUIPMENT	Blades	6/28/2024	\$196.64
AMAZON CAPITAL SERVICES	Oil transfer pump	6/28/2024	\$280.54
APGN INC.	Hi-speed turbo blowers	6/28/2024	\$632,000.00
AT&T	Phone service	6/28/2024	\$1,509.08
COMCAST	Internet	6/28/2024	\$248.85
FEDEX	Shipping	6/28/2024	\$188.14
FLEETPRIDE	Grease coupler and inflation gauge	6/28/2024	\$126.54
FOX VALLEY FIRE & SAFETY	Fire extinguishers	6/28/2024	\$1,913.00
GASVODA & ASSOCIATES INC.	Sled and sensor for sampler	6/28/2024	\$3,209.83
GASVODA & ASSOCIATES INC.	Pump tubing packs of 5	6/28/2024	\$911.64
HAWKINS INC	Restock treatment chemicals	6/28/2024	\$1,744.97
ILLINOIS SECTION AMERICAN	ISAWWA meeting	6/28/2024	\$42.00
KARDON ENTERPRISES INC	Lab testing	6/28/2024	\$1,025.00
KELLER HEARTT CO INC	Shell Morlina S2B150	6/28/2024	\$1,247.95
OZINGA READY MIX CONCRETE, INC	Concrete mix	6/28/2024	\$1,303.50
PATSON INC	Mirror	6/28/2024	\$170.48
PEREGRINE CORPORATION	Utility billing	6/28/2024	\$350.50
SYN-TECH SYSTEMS INC	Prokee board	6/28/2024	\$147.70
UNIVAR USA INC	Sodium bisulfite	6/28/2024	\$6,509.93
WASTEBOX INC	Dumpster	6/28/2024	\$320.00
AL WARREN OIL CO INC	Fuel	7/2/2024	\$26,852.48
CLARK DIETZ INC.	Engineering	7/2/2024	\$598.56
COM ED	Electricity	7/2/2024	\$30,694.67
COMCAST	Internet	7/2/2024	\$727.06
CORE & MAIN LP	1 1/2" sensus omni R2 AMR	7/2/2024	\$59.75
FEL - COLUMBIA PIPE #1480	Vacuum breaker	7/2/2024	\$259.40
GRAYBAR	Bulk cable wire 4/0-01 and 2/0-01	7/2/2024	\$19,104.06
ILLINOIS EPA	Annual NPDES fee	7/2/2024	\$110,500.00
JOHNSTONE SUPPLY	Leak sealant for AC unit	7/2/2024	\$227.96
MIDLAND SCIENTIFIC INC	Lab supplies	7/2/2024	\$1,020.20
RHINO LININGS OF DUPAGE	Service	7/2/2024	\$2,089.00
TITAN IMAGE GROUP INC	#10 window envelopes	7/2/2024	\$435.00
VILLAGE AUTOMOTIVE	Brakes	7/2/2024	\$2,689.63
VILLAGE OF DOWNERS GROVE	Meter reads	7/2/2024	\$55.35
WATER PRODUCTS-AURORA	Seal, cup	7/2/2024	\$46.00
WHITE CAP, L.P.	Grout	7/2/2024	\$394.14
WINDY CITY TRUCK REPAIR	Service	7/2/2024	\$10,309.48
ANSWER NATIONAL	Telemessaging	7/5/2024	\$297.42
AT&T	Phone service	7/5/2024	\$1,328.32
NICOR GAS	Gas	7/5/2024	\$4,224.74
SITEONE LANDSCAPE SUPPLY LLC	Fertilizers	7/5/2024	\$507.00
STANDARD EQUIPMENT COMPANY	3" Clamp	7/5/2024	\$31.84
STANDARD EQUIPMENT COMPANY	Rodder hose	7/5/2024	\$3,050.93
THE SHERWIN WILLIAMS CO	Brush, paint	7/5/2024	\$84.91
UNIVAR USA INC	Sodium bisulfite	7/5/2024	\$2,651.70
WATER PRODUCTS-AURORA	6" pvc cross	7/5/2024	\$212.22
CENTRAL SOD FARMS INC	Sod	7/9/2024	\$2,923.00
CHEMSEARCH	Yield aerosol	7/9/2024	\$418.38
CITY OF NAPERVILLE	Meter reads	7/9/2024	\$622.50
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	7/9/2024	\$1,303.40
FOX VALLEY FIRE & SAFETY	Annual Fire Alarm inspection Marionbrook	7/9/2024	\$250.00
HINSDALE NURSERIES INC	Plants	7/9/2024	\$66.55
HOME DEPOT CREDIT SERVICES	Supplies	7/9/2024	\$569.28

**Public Works
Schedule of Claims
8/6/2024**

Pay Vendor Name	Description	Check Date	Amount
JX ENTERPRISES, INC	Filters	7/9/2024	\$476.76
MENARDS	Plywood	7/9/2024	\$393.35
MID AMERICAN WATER INC	Watermain clamps	7/9/2024	\$7,634.92
NICOR GAS	Gas	7/9/2024	\$138.42
STEWART SPREADING INC	Biosolid disposal	7/9/2024	\$24,956.25
UNITED STATES POSTAL SERVICE	Postage Charges	7/9/2024	\$45.41
UNIVAR USA INC	Sodium Bisulfite	7/9/2024	\$1,591.02
VEGA AMERICAS INC	Vegaconnect	7/9/2024	\$2,103.70
VEGA AMERICAS INC	Cable	7/9/2024	\$50.00
VULCAN CONSTRUCTION MATERIALS	Stone	7/9/2024	\$1,060.04
ADVANCE AUTO PARTS	Auto Parts	7/12/2024	\$547.68
AL WARREN OIL CO INC	Fuel	7/12/2024	\$24,243.24
ANDERSON PEST SOLUTIONS	Traps	7/12/2024	\$200.00
AT&T	Phone service	7/12/2024	\$1,591.87
C E S	Compression lug	7/12/2024	\$350.58
CENTRAL SOD FARMS INC	Sod	7/12/2024	\$159.00
DUPAGE WATER COMMISSION	Operations & Maintenance	7/12/2024	\$89,670.60
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	7/12/2024	\$92,660.60
FEL - COLUMBIA PIPE #1480	LF elevated assy	7/12/2024	\$259.40
MCCANN INDUSTRIES INC	Filters	7/12/2024	\$748.49
MENARDS	Cabinets	7/12/2024	\$3,158.61
UNITED LABORATORIES	Sludge Sharks	7/12/2024	\$8,221.21
VILLAGE OF WILLOWBROOK	Meter reads	7/12/2024	\$381.00
ZIEBELL WATER SERVICE PRODUCTS	Sewer repair	7/12/2024	\$1,184.50
AT&T	Phone service	7/16/2024	\$875.20
COM ED	Electricity	7/16/2024	\$10,921.10
CORE & MAIN LP	2" cast iron flanges	7/16/2024	\$709.00
GRAINGER INC	Solenoid valve	7/16/2024	\$263.76
LEWIS MUNICIPAL SALES	Automatic valve turner	7/16/2024	\$12,075.00
LMK TECHNOLOGIES	Resin	7/16/2024	\$1,192.03
MCMaster-CARR	RAS Line replacement	7/16/2024	\$964.05
MENARDS - GLENDALE HEIGHTS	Valves	7/16/2024	\$11.92
TROTTER & ASSOCIATES INC	Engineering services	7/16/2024	\$15,244.90
UNIVAR USA INC	Sodium bisulfite	7/16/2024	\$1,630.80
AMERICAN WATER	Meterreads	7/19/2024	\$491.55
BRIDGESTONE RETAIL OPERATIONS	Tire repair	7/19/2024	\$1,600.33
CITY OF NAPERVILLE	Meter reads	7/19/2024	\$335.00
COM ED	Electricity	7/19/2024	\$1,645.67
GRAINGER INC	Pump	7/19/2024	\$1,272.85
GRAYBAR	Electrical materials	7/19/2024	\$39,787.07
GROOT, INC	Waste/Recycling Removal	7/19/2024	\$6,923.85
HD SUPPLY FACILITIES	Rescue hooks	7/19/2024	\$776.30
MCMaster-CARR	Brass valve	7/19/2024	\$2,286.66
MENARDS	Hoses	7/19/2024	\$391.43
NICOR GAS	Gas	7/19/2024	\$3,160.93
ROBINSON ENGINEERING LTD	Engineering Towers	7/19/2024	\$1,616.22
ROWELL CHEMICAL CORPORATION	Sodium hypochlorite	7/19/2024	\$28,549.45
SERVICE INDUSTRIAL SUPPLY INC	Hoses	7/19/2024	\$440.00
TROTTER & ASSOCIATES INC	Engineering services	7/19/2024	\$4,720.27
ADVANCE AUTO PARTS	Auto parts	7/23/2024	\$65.73
AL WARREN OIL CO INC	Fuel	7/23/2024	\$28,710.45
ALDRIDGE ELECTRIC INC	Electrical infrastructure	7/23/2024	\$177,595.62
AT&T	Phone service	7/23/2024	\$681.27

**Public Works
Schedule of Claims
8/6/2024**

Pay Vendor Name	Description	Check Date	Amount
C.A. SHORT COMPANY	Service award	7/23/2024	\$19.24
CDM SMITH INC	Electrical infrastructure	7/23/2024	\$48,272.82
COM ED	Electricity	7/23/2024	\$2,210.03
COMCAST	Internet	7/23/2024	\$248.85
CUSTOM CONNECTION INC	Service award	7/23/2024	\$4,458.00
CYLINDERS INC.	Repair	7/23/2024	\$2,041.94
EMECOLE METRO, LLC	Catalyst	7/23/2024	\$150.00
EPIC EQUIPMENT SALES & SVC CO	Nozzles	7/23/2024	\$706.00
FLOLO CORPORATION	ABB drive, keypad	7/23/2024	\$530.40
FSS TECHNOLOGIES, LLC	Central station monitoring	7/23/2024	\$468.00
HACH COMPANY	Chlorine reagent powder	7/23/2024	\$316.00
HAWKINS INC	Chlorine cylinder rental	7/23/2024	\$20.00
INFOSENSE INC	Portal licence	7/23/2024	\$995.00
JOHNSON CONTROLS SECURITY	Security Services	7/23/2024	\$55.80
K-FIVE CONSTRUCTION CORP	Asphalt	7/23/2024	\$431.06
MANSFIELD POWER AND GAS	Gas	7/23/2024	\$4,184.66
MENARDS	Parts for ice machine	7/23/2024	\$74.88
NICOR GAS	Gas	7/23/2024	\$97.92
PACE ANALYTICAL SERVICES INC	Contaminated testing	7/23/2024	\$571.00
PACKEY WEBB FORD	Keys	7/23/2024	\$1,053.12
PEREGRINE CORPORATION	Utility Billing	7/23/2024	\$172.85
REDWING BUSINESS ADVANTAGE	Safety shoes	7/23/2024	\$1,557.24
RELIABLE EQUIPMENT & SERVICE	Gauge set	7/23/2024	\$709.30
RILCO INC	Shell morlina S4B460	7/23/2024	\$3,552.00
UNITED RENTALS (NORTH	Blade and concrete saw	7/23/2024	\$430.00
UNITED STATES POSTAL SERVICE	Postage Charges	7/23/2024	\$12.08
USA BLUEBOOK	Lab supplies	7/23/2024	\$1,427.57
VILLAGE OF DOWNERS GROVE	Meter Reads	7/23/2024	\$55.35
WATER SERVICES COMPANY	Leak detection	7/23/2024	\$350.00
ANDERSON, SCOTT B	Billing overpayment refund	7/24/2024	\$20.47
ANDERSON, SUSAN	Billing overpayment refund	7/24/2024	\$39.84
BALI, AKANKSHA	Billing overpayment refund	7/24/2024	\$48.03
BANNON, ANNETTE	Billing overpayment refund	7/24/2024	\$30.24
BARON, EDWARD/ANNIE	Billing overpayment refund	7/24/2024	\$113.14
BATTUNG, DIONISIA S.	Billing overpayment refund	7/24/2024	\$29.43
BERNARD, WILLIAM	Billing overpayment refund	7/24/2024	\$45.36
BIKOV, TODORCHO & LIDIJA	Billing overpayment refund	7/24/2024	\$108.32
BRANNON, JUSTIN	Billing overpayment refund	7/24/2024	\$68.15
CARPENTER, PAMELA & TODD	Billing overpayment refund	7/24/2024	\$126.57
CHANEY, MARLENE A.	Billing overpayment refund	7/24/2024	\$15.12
CHENTORYCKI, VALERIE	Billing overpayment refund	7/24/2024	\$27.75
COLLINS, CAROLE	Billing overpayment refund	7/24/2024	\$131.78
D'AGOSTINO, MARY	Billing overpayment refund	7/24/2024	\$20.14
DARYIE LIN, DALE	Billing overpayment refund	7/24/2024	\$62.96
DEILAMI, SARA & NOURI, DARIUSH	Billing overpayment refund	7/24/2024	\$30.24
DELONG, CAROLYN	Billing overpayment refund	7/24/2024	\$45.36
DETRICH, NICHOLAS	Billing overpayment refund	7/24/2024	\$174.53
DEVITT, AMY	Billing overpayment refund	7/24/2024	\$8.06
DIGIULIO, LAWRENCE	Billing overpayment refund	7/24/2024	\$10.02
ESPOSITO, KATHY	Billing overpayment refund	7/24/2024	\$15.12
EVERETT, JOREL	Billing overpayment refund	7/24/2024	\$294.50
FONG, THELMA C	Billing overpayment refund	7/24/2024	\$108.32
GARCIA, JOSE & NANCY	Billing overpayment refund	7/24/2024	\$480.74

**Public Works
Schedule of Claims
8/6/2024**

Pay Vendor Name	Description	Check Date	Amount
GARNETT, DONALD	Billing overpayment refund	7/24/2024	\$15.12
GERRITY, GULNAZ	Billing overpayment refund	7/24/2024	\$26.11
GRECO, MICHAEL	Billing overpayment refund	7/24/2024	\$41.62
GYANN, JOHN	Billing overpayment refund	7/24/2024	\$98.32
HANNA, AUDREY & BRAD	Billing overpayment refund	7/24/2024	\$55.96
HARRIS, ABIGAIL	Billing overpayment refund	7/24/2024	\$15.31
HART, AMY	Billing overpayment refund	7/24/2024	\$153.68
HEGAZIN, JOSEPH	Billing overpayment refund	7/24/2024	\$21.26
HERNANDEZ, ANGELLO	Billing overpayment refund	7/24/2024	\$45.36
IAZZETTO, MICHAEL	Billing overpayment refund	7/24/2024	\$93.20
IGNATENKO, OLESYA &	Billing overpayment refund	7/24/2024	\$40.36
ITS TECH AND LOGISTICS	Billing overpayment refund	7/24/2024	\$47.84
JACAK, ANDRZEJ	Billing overpayment refund	7/24/2024	\$20.15
JM REALTY SERVICES	Billing overpayment refund	7/24/2024	\$30.24
KALUZA, EMIL	Billing overpayment refund	7/24/2024	\$47.90
KENDZIERSKI, DONALD	Billing overpayment refund	7/24/2024	\$17.07
KRAUSE, CRAIG	Billing overpayment refund	7/24/2024	\$27.75
KULHMANN, STEPHEN	Billing overpayment refund	7/24/2024	\$23.72
KULKARNI, SUMAN	Billing overpayment refund	7/24/2024	\$29.10
KUNZ, JOHN	Billing overpayment refund	7/24/2024	\$153.68
LAIRD, BEVERLY	Billing overpayment refund	7/24/2024	\$15.12
LEMES, DAVID	Billing overpayment refund	7/24/2024	\$10.65
LIBERT, MICHAEL	Billing overpayment refund	7/24/2024	\$108.94
MALININ, MARGARET	Billing overpayment refund	7/24/2024	\$87.88
MASOURIDIS, CATHERINE	Billing overpayment refund	7/24/2024	\$103.66
MEDINA, LINDA & HAFEZ, MOHAB	Billing overpayment refund	7/24/2024	\$92.96
MILKMAN, HOWARD JR	Billing overpayment refund	7/24/2024	\$26.85
MILLER, SANDRA	Billing overpayment refund	7/24/2024	\$51.93
MORALES, PEDRO A	Billing overpayment refund	7/24/2024	\$60.40
MORRIS, DANIEL	Billing overpayment refund	7/24/2024	\$30.24
MORRISSEY, BEN	Billing overpayment refund	7/24/2024	\$233.23
NEWCOMB, CAROLE	Billing overpayment refund	7/24/2024	\$30.24
NICOSIA, TONY	Billing overpayment refund	7/24/2024	\$206.87
NOWAKOWSKI, DONNA	Billing overpayment refund	7/24/2024	\$15.12
O'CONNOR, MARY	Billing overpayment refund	7/24/2024	\$26.45
PALIONIS, V & K SWARD	Billing overpayment refund	7/24/2024	\$31.59
PARRA, JESUS & ASHLEY	Billing overpayment refund	7/24/2024	\$55.96
PATTERSON, TRACY	Billing overpayment refund	7/24/2024	\$104.62
PEARSON, ARTHUR	Billing overpayment refund	7/24/2024	\$162.92
PINE, EDGAR E	Billing overpayment refund	7/24/2024	\$12.55
PULTE HOMES	Billing overpayment refund	7/24/2024	\$10.52
PYTLIK, JAMES M	Billing overpayment refund	7/24/2024	\$69.26
RANDHAWA, VMAIR	Billing overpayment refund	7/24/2024	\$36.27
SABO, DANNY	Billing overpayment refund	7/24/2024	\$149.37
SALATO, MARY LOU	Billing overpayment refund	7/24/2024	\$45.45
SALETSKY, EYTAN & OLGA	Billing overpayment refund	7/24/2024	\$121.26
SINGA, DR MADHAVIAH	Billing overpayment refund	7/24/2024	\$100.00
SNOW, AUDREYANNE	Billing overpayment refund	7/24/2024	\$54.24
SONYE-STAHN, JEAN	Billing overpayment refund	7/24/2024	\$16.12
STANKEVICIUS, J	Billing overpayment refund	7/24/2024	\$238.98
STEL, DONNA	Billing overpayment refund	7/24/2024	\$29.97
STREITBERGER, RICHARD	Billing overpayment refund	7/24/2024	\$15.59
STRONG, SHERRY	Billing overpayment refund	7/24/2024	\$172.59

**Public Works
Schedule of Claims
8/6/2024**

Pay Vendor Name	Description	Check Date	Amount
SULEIMAN, ABDUL &	Billing overpayment refund	7/24/2024	\$45.36
SWIN, JANET	Billing overpayment refund	7/24/2024	\$15.12
THATE, MR STEPHEN	Billing overpayment refund	7/24/2024	\$138.56
TOROK, JESSICA	Billing overpayment refund	7/24/2024	\$79.79
TRILLA, FRANK & ALEXIS	Billing overpayment refund	7/24/2024	\$151.20
VARGAS, XAVIER	Billing overpayment refund	7/24/2024	\$69.27
VERGARA, PAUL	Billing overpayment refund	7/24/2024	\$32.24
VIEGUT, LANNY	Billing overpayment refund	7/24/2024	\$60.00
WATERFIELD MGT LLC SERIES	Billing overpayment refund	7/24/2024	\$168.80
WIDDES, MICHAEL	Billing overpayment refund	7/24/2024	\$42.53
WOODRUFF, JEFFREY	Billing overpayment refund	7/24/2024	\$11.94
ZANFARDINO, GENNARO	Billing overpayment refund	7/24/2024	\$30.24
ZIMMERMAN, THOMAS	Billing overpayment refund	7/24/2024	\$32.72
AT&T	Phone service	7/26/2024	\$123.64
AT&T MOBILITY	Cellular service	7/26/2024	\$2,742.79
COM ED	Electricity	7/26/2024	\$49,775.88
FIRST ENVIRONMENTAL LABS INC	Lab testing	7/26/2024	\$785.20
GLOBAL INDUSTRIAL	Locker	7/26/2024	\$351.03
HAWKINS INC	Antiscalant 55 GAL Drum	7/26/2024	\$1,645.70
LMK TECHNOLOGIES	Crank wheel	7/26/2024	\$849.27
NCL OF WISCONSIN INC	Lab supplies	7/26/2024	\$364.24
	Total		\$1,623,088.65

Facilities Management Department

Schedule of Purchases Under \$15,000

August 6, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24046	Airgas USA, LLC	Rental Of Machinery & Equipment	1000	1100	53410	\$333.45
24051	Nicor Gas	Natural Gas	1000	1100	53200	\$345.29
24091	United States Postal Service	Postage & Postal Charges	1000	1100	53804	\$8.32
24132	DPC Finance	Operating Supplies & Materials	1000	1100	52200	\$59.63
24290	M&M Control Service, Inc.	Maintenance Supplies	1000	1100	52270	\$644.44
24291	Johnson Controls, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$524.12
24292	Interstate All Battery Center	Maintenance Supplies	1000	1100	52270	\$1,039.80
24293	Brucker Company (Mercury Partners 90 BI, Inc.)	Furn/Mach/Equip Small Value	1000	1100	52000	\$2,325.00
24294	State Supply Co., Inc	Auto/Mach/Equip Parts	1000	1100	52250	\$315.22
24295	State Supply Co., Inc	Maintenance Supplies	1000	1100	52270	\$156.77
24296	Sound Incorporated	Building Improvements	6000	1220	54010	\$8,258.74
24297	Sound Incorporated	Building Improvements	6000	1220	54010	\$1,233.75
24298	TEC - Temperature Equipment Corp.	Furn/Mach/Equip Small Value and Auto/Mach/Equip Parts	1000	1100	52000 52250	\$1,439.42
24299	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$479.97
24301	SDI - Specialties Direct, Inc.	Maintenance Supplies	1000	1100	52270	\$322.00
24302	Digi-Key Corporation dba DigiKey Electronics	Cleaning Supplies	1000	1100	52280	\$388.19
24304	Advanced Physicians	Medical Services	1000	1100	53070	\$390.00
24305	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$64.36
24306	Fence Connections, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$1,500.00
24307	Dooley Gasket and Seal Inc.	Maintenance Supplies	1000	1100	52270	\$186.60
24308	Interstate All Battery Center	Maintenance Supplies	1000	1100	52270	\$128.70
24309	Russo Power Equipment	Auto/Mach/Equip Parts and Fuel & Lubricants	1000	1102	52250 52260	\$439.24
24310	Wurth Baer Supply Company	Maintenance Supplies	1000	1100	52270	\$222.59
24311	Northern Tool & Equipment	Furn/Mach/Equip Small Value	1000	1100	52000	\$279.99
24313	Air Filter Solutions, LLC	Maintenance Supplies	1000	1100	52270	\$2,218.11
24314	MSC Industrial Supply Co.	Operating Supplies & Materials	1000	1100	52200	\$501.92
24315	McMaster-Carr	Operating Supplies & Materials and Maintenance Supplies	1000	1100	52200 52270	\$220.42
24316	Affiliated Parts LLC	Auto/Mach/Equip Parts	1000	1100	52250	\$1,086.33
24317	Wurth Baer Supply Company	Maintenance Supplies	1000	1100	52270	\$222.59
24318	Commercial Specialties, Inc.	Operating Supplies & Materials	1000	1100	52200	\$1,097.00
24319	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$168.69
24320	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$2,200.00
24322	AHW LLC (Arends Hogan Walker LLC)	Furn/Mach/Equip Small Value and Auto/Mach/Equip Parts	1000	1102	52000 52250	\$751.96

Facilities Management Department

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24323	Illinois EPA	Dues & Memberships	1000	1100	53600	\$2,150.00
24324	Parts Town, LLC	Auto/Mach/Equip Parts	1000	1100	52250	\$49.56
24325	Illinois Office of the State Fire Marshal	Repair & Maintenance Facilities	1000	1100	53300	\$290.00
24326	State Chemical Solutions	Cleaning Supplies and Chemical Supplies	1000	1100	52280 52330	\$860.25
24327	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$155.75
24329	Airgas USA, LLC	Furn/Mach/Equip Small Value	1000	1100	52000	\$659.95
24330	CDW Government	Maintenance Supplies	1000	1100	52270	\$203.36

Facilities Management Department

Schedule of Other Payments

August 6, 2024

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6937-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$6,845.00
6642-0001 SERV	Air Filter Solutions, LLC	Maintenance Supplies	1000	1100	52270	\$248.64
6778-0001 SERV	Amazon.com LLC	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Auto/Mach/Equip Parts and Maintenance Supplies	1000	1100	52000 52200 52250 52270	\$4,182.68
7028-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$624.00
7077-0001 SERV	C.A. Short Company	Other Contractual Expenses	1000	1100	53830	\$67.00
4094-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$30,388.26
6836-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$9,916.17
5410-0001 SERV	City of Wheaton	Water & Sewer	1000	1100	53220	\$55,561.86
5423-0001 SERV	ComEd	Electricity	1000	1100	53210	\$1,094.54
7030-0001 SERV	Conserv FS, Inc.	Maintenance Supplies	1000	1102	52270	\$8,240.00
6368-0001 SERV	DESMAN, Inc.	Building Improvements	6000	1220	54010	\$34,804.00
6837-0001 SERV	Donohue & Associates, Inc.	Building Improvements	6000	1220	54010	\$13,670.00
7166-0001 SERV	ENCAP, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$7,167.64
5968-0001 SERV	Fehr Graham & Associates LLC	Engineering & Architectural	1000	1100	53010	\$1,481.08
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	1000	1100	53300	\$11,064.79
6753-0001 SERV	Gehrke Technology Group, Inc.	Other Professional Services	1000	1100	53090	\$2,330.00
6816-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Wearing Apparel, Auto/Mach/Equip Parts, Fuel & Lubricants, Maintenance Supplies and Cleaning Supplies	1000	1100	52000 52200 52220 52250 52260 52270 52280	\$6,170.16
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	1000	1100	52270	\$8,407.17
7036-0001 SERV	Groot, Inc.	Custodial Services	1000	1100	53810	\$808.31
6978-0001 SERV	Hammer Construction, LLC	Building Improvements	6000	1220	54010	\$314,707.00
6355-0001 SERV	Hampton, Lenzini & Renwick, Inc. (HLR)	Building Improvements	6000	1220	54010	\$2,214.80
7099-0001 SERV	HD Supply, Inc. DBA HD Supply Facilities Maintenance, LTD.	Furn/Mach/Equip Small Value and Cleaning Supplies	1000	1100	52000 52280	\$2,668.68
6961-0001 SERV	Hey & Associates, Inc.	Other Professional Services	1000	1100	53090	\$3,330.00
5599-0001 SERV	Home Depot	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Fuel & Lubricants and Maintenance Supplies	1000	1100	52000 52200 52260 52270	\$3,909.85
6904-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$625.00
5900-0001 SERV	Kone, Inc.	Repair & Maintenance Infrastructure	1000	1100	53310	\$85,843.47
6042-0001 SERV	Lamp Incorporated	Building Improvements	6000	1220	54010	\$41,178.00
6293-0001 SERV	Luetkehans, Brady, Garner & Armstrong	Legal Services	1000	1100	53030	\$2,305.46

Facilities Management Department

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
5448-0001 SERV	Mansfield Power and Gas LLC	Natural Gas	1000	1100	53200	\$34,358.96
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$17,387.01
6795-0001 SERV	ODP Business Solutions LLC	I.T. Equipment - Small Value	1000	1100	52100	\$78.52
6803-0001 SERV	PPG Architectural Finishes, Inc.	Maintenance Supplies	1000	1100	52270	\$1,326.28
6883-0001 SERV	Red Wing Brands of America Inc.	Wearing Apparel	1000	1100	52220	\$200.00
6889-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$1,739.28
5853-0001 SERV	RWE Design Build	Building Improvements	6000	1220	54010	\$154,407.00
6472-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Lease of Buildings	1000	1100	54000-0700	\$48,399.90
6504-0001 SERV	The Standard Companies	Cleaning Supplies	1000	1100	52280	\$19,295.95
5442-0001 SERV	Trane U.S. Inc	Repair & Maintenance Facilities	1000	1100	53300	\$10,918.75
6191-0001 SERV	V3 Companies, Ltd.	Building Improvements	6000	1220	54010	\$4,105.92
6444-0001 SERV	V3 Companies, Ltd.	Building Improvements	6000	1220	54010	\$4,752.16
6724-0001 SERV	Valdes Supply	Cleaning Supplies	1000	1100	52280	\$8,193.08
6975-0001 SERV	Valor Technologies, Inc.	Custodial Services	1000	1100	53810	\$27,000.00
5972-0001 SERV	Village of Glendale Heights	Lease of Buildings	1000	1100	54000-0700	\$5,641.67
5425-0001 SERV	Village of Winfield	Water & Sewer	1000	1100	53220	\$864.74
5403-0001 SERV	Wheaton Sanitary	Water & Sewer	1000	1100	53220	\$40,041.12
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$24,901.17
5456-0001 SERV	Wold Architects and Engineers	Building Improvements	6000	1220	54010	\$2,880.00



Facilities Management Requisition Over \$30K

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

File #: FM-P-0031-24

Agenda Date: 8/6/2024

Agenda #: 8.F.1.

AWARDING RESOLUTION ISSUED TO
WIGHT CONSTRUCTION SERVICES, INC.
FOR PROFESSIONAL CONSTRUCTION MANAGER AS ADVISOR SERVICES
TO EXECUTE THE WORK SCOPE DETAILED FOR THE
JTK ADMINISTRATION BUILDING HVAC REPLACEMENT
AND PRE-CONSTRUCTION SERVICES
FOR FACILITIES MANAGEMENT

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

WHEREAS, construction management services are required for HVAC replacement work to be completed at the JTK Administration building; and

WHEREAS, the Project requires Professional Construction Manager as Advisor Services ("Construction Manager") to establish procedures for expediting, directing and monitoring construction of all the work to be completed; and

WHEREAS, Wight Construction Services, Inc., is in the business of providing Professional Construction Manager as Advisor Services; and

WHEREAS, the Construction Manager has agreed to undertake the Project pursuant to the terms and conditions of the Construction Manager as Advisor contract attached hereto ("Agreement"), which Agreement sets the Construction Manager's services, at an amount not to exceed one million, five hundred eighty-eight thousand, nine hundred twenty-eight dollars (\$1,588,928.00); and

WHEREAS, the County Board has determined that the HVAC replacement Project is consistent with the specifications and guidance offered for which American Rescue Plan Act funds can be expended; and

WHEREAS, the County selected the Construction Manager for this work in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County and Wight Construction Services, Inc. is hereby accepted and approved in an amount not to exceed one million, five hundred eighty-eight thousand, nine hundred twenty-eight dollars (\$1,588,928.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to Wight Construction Services, Inc. 2500 North Frontage Road, Darien, IL 60561, and to ASA Nicholas Alfonso, Civil Division / DuPage County State’s Attorney’s Office.

Enacted and approved this 13th day of August, 2024 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#: 24-2035	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,588,928.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,588,928.00
	CURRENT TERM TOTAL COST: \$1,588,928.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Wight Construction Services, Inc.	VENDOR #: 26311	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Matt Pangrcic	VENDOR CONTACT PHONE: 773-447-8561	DEPT CONTACT PHONE #: X5670	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.gov
VENDOR CONTACT EMAIL: mpangrcic@wightco.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 Wight Construction Services, Inc., to provide Professional Construction Manager as Advisor Services, for the JTK Administration Building HVAC Replacement project, for Facilities Management, for the period August 13, 2024, through December 31, 2026, for a total contract amount not to exceed \$1,588,928, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et. seq. PARTIAL ARPA			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The HVAC at the 421 JTK Administration building has exceeded its expected useful life and has no redundancy in the event of equipment failure. The refurbished HVAC equipment will provide redundancy, increased reliability, increased efficiency and improved temperature control.			

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.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. A request for a Statement of Interest was issued for a Professional Construction Manager as Advisor Services for the 421 JTK Administration Building HVAC replacement project; three firms responded and three Construction Manager as Advisor firms were interviewed. Wight Construction Services, Inc. was determined to possess the qualified staff to provide these Professional Construction Manager as Advisor Services.
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 approval of a Professional Construction Manager as Advisor Services contract with Wight Construction Services, Inc., for the 421 JTK Administration Building HVAC replacement project for Facilities Management. 2) Select another firm, however staff does not recommend this, and has determined that Wight Construction Services, Inc. possesses the qualified engineering staff to provide these services on behalf of the County. A Construction Manager is need because of the Capital Projects Facilities Management is undertaking.

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: Wight Construction Services, Inc.	Vendor#: 26311	Dept: Facilities Management	Division:
Attn: Matt Pangrcic	Email: mpangrcic@wightco.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 2500 North Frontage Road	City: Darien	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60561	State: IL	Zip: 60187
Phone: 630-969-7000	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Wight Construction Services, Inc.	Vendor#: 26311	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address: 2500 North Frontage Road	City: Darien	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60561	State: IL	Zip: 60187
Phone: 630-969-7000	Fax:	Phone: 630-918-4933	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 13, 2024	Contract End Date (PO25): Dec 31, 2026

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		Building Improvements - ARPA	FY24	1100	1215	54010	2200801	446,412.00	446,412.00
2	1	LO		Building Improvements	FY25	6000	1220	54010	2200801	1,142,516.00	1,142,516.00
										Requisition Total	\$ 1,588,928.00

FY is required, ensure the correct FY is selected.

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Manager as Advisor for JTK HVAC Replacement
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez and Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 8/6/24 CB: 8/13/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 15 day of August in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

County of DuPage, Illinois
421 N. County Farm Road
Wheaton, IL 60187

and the Construction Manager:
(Name, legal status, address, and other information)

Wight Construction Services, Inc.
2500 N. Frontage Road
Darien, IL 60561

for the following Project:
(Name, location, and detailed description)

DuPage County 421 JTK HVAC Improvements

The Architect:
(Name, legal status, address, and other information)

Kluber, Inc.

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The renovation and refurbishment of the 421 JTK Administration Building HVAC system, including Air Handler replacement, replacement of fan walls, cooling coils at existing AHUs and installation of new VAV's and upgrade and integration of the Controls Systems. In accordance with Kluber – Jack T. Knuepfer Administration Building HVAC Replacements - 421 N. County Farm Road, Wheaton, IL 60187 - Issue for Construction Drawings. dated 2/26/2024

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Work occurs in and around the entire 421 JTK Administration Building, including the lower level mechanical rooms L004, L612 and L800C.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's budget for the work is approximately \$6.9 million, including hard costs, engineering fees, CM fee and soft costs.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

.2 Construction commencement date:

Notice to Process for the HVAC subcontractor was December 12, 2023.
Asbestos abatement is expected to begin by late September 2024, with selective demolition to follow,
and installation of AHU equipment beginning by November 2024.

.3 Substantial Completion date or dates:

Substantial Completion is anticipated by end of December 2025, contingent upon the timely delivery of
the Air Handling and other equipment.

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Trade contracts are competitively bid for the major portions of the Work.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or
phased construction are set forth below:
*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of
bid/procurement packages.)*

Phased installation of new Air Handlers to be coordinated with the building operations, anticipated to span from
September 2024 through April 2025 and September 2025 through December 2025.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Replace the HVAC system for the building with minimal disruption to the building operations.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and
incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition,
into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If
E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed
E235–2019 into the agreements with the consultants and contractors performing services or Work in any way
associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Work to be completed in accordance with Kluber – Jack T. Knuepfer Administration Building HVAC Replacements
- 421 N. County Farm Road, Wheaton, IL 60187 - Issue for Construction Drawings. dated 2/26/2024

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Tim Harbaugh, P.E. DEE
Deputy Director of Facilities Management
County of DuPage, Illinois
421 N. County Farm Road

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§ 1.1.10 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

HVAC and other trade contractors as necessary to complete the entire scope of Work

.5 Separate Contractors, as defined in Section 1.4:

.6 Other, if any:

(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Jason Dwyer

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President, Design & Construction
Wight Construction Services, Inc
2500 North Frontage Road
Darien, Illinois 60561
jdwyer@wightco.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

See Attached Exhibit B: General Conditions and Expenses Plan

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

Basic Commissioning Services:
CERx Solutions

Abatement Project Management Services:
Midwest Environmental Consulting Services

Abatement Contractor:
To be determined after scope of work is bid and awarded.

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or

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entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition including any amendments to said Standard Form Agreement subsequently agreed upon by and between Owner and Architect. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain insurance as set forth in Exhibit C of this Agreement.

§ 2.8.1 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

(Paragraphs deleted)

§ 2.9 Intentionally omitted.

§ 2.10 Construction Manager will use Procore Construction Management Software for document management and project reporting and provide access to the Owner and Architect.

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(List any items to be included that are not listed in Article 3 of E203-2013.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

The Construction Manager and Owner acknowledge that many of the services described below in Section 3.2 are either in progress or have been completed by the Construction Manager.

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time

requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific

qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the

management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Status reports on Contractor Allowance usage and balances; and .14 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic

form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	Construction Manager
§ 4.1.1.4 Development of a commissioning plan	
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	
§ 4.1.1.8 Assistance with site selection	
§ 4.1.1.9 Assistance with selection of the Architect	
§ 4.1.1.10 Furnish land survey	
§ 4.1.1.11 Furnish geotechnical engineering services	
§ 4.1.1.12 Provide insurance advice	
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14 Stakeholder relationships management	
§ 4.1.1.15 Owner moving coordination	
§ 4.1.1.16 Coordination of Owner's Separate Contractors	
§ 4.1.1.17 Other Supplemental Services	
§ 4.1.1.18 Asbestos Abatement	Construction Manager
§ 4.1.1.19 Temporary Ventilation (i.e. fans)	Construction Manager

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

The Construction Manager shall provide the following:

4.1.1.13: Basic Commissioning services in support of the start-up and turnover of the HVAC equipment and systems.

4.1.1.18: Asbestos abatement and associated disposal at existing ducts and ceilings at Rooms L004, L612 and L800C. Reference Midwest Environmental Consulting Services, Inc., Asbestos Abatement Project Design drawings, R1, dated 5/2/2024.

4.1.1.19: Temporary ventilation which includes the purchasing of fans that will become property of Owner at project completion.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

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§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Two (22) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 The parties agree that at the completion of the project, the Owner may use remaining unspent dollars available under this contract for design and/or construction related activities on the DuPage County government campus, as mutually agreed to in writing.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

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§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, including any amendments to said Standard Form Agreement subsequently agreed upon by and between Owner and Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, where reasonably appropriate and necessary to accomplish the Project scope, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 To the fullest extent permitted by law, the Construction Manager shall indemnify and hold the Owner and the Owner's officers, agents and employees harmless from and against any and all claims and demands, actions, causes of action, and costs and attorneys fees and expenses of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of professional services under this Agreement by the Construction Manager and its employees, or because of any act or omission, neglect or misconduct of the Construction Manager, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*). The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the Owner, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. Construction Manager shall likewise be liable for the cost, fees and expenses incurred in the Owner's or the Construction Manager's defense of any such claims, actions, or suits. Construction Manager shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its

errors, omissions or negligent acts. Nothing contained herein shall be construed as constituting a waiver of Owner's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Binding Dispute Resolution

§ 8.2.1 The method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction, 18th Judicial Circuit of the State of Illinois
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3 Intentionally Omitted

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure, if not the result of Construction Manager's act(s), fault and/or failure to perform under this Agreement, shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services not resulting from a failure to pay due to Construction Manager's act(s), fault and/or failure to perform, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due for services rendered prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed subsequent to a suspension not caused by Construction Manager's act(s), fault and/or failure to perform, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination and Reimbursable Expenses incurred, and reasonable and necessary costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

Zero

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1 or otherwise required by applicable law. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Construction Manager shall receive a Preconstruction Fee of Forty Thousand Dollars (\$40,000.00).

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Construction Manager shall receive a CM Fee in the amount of Two Hundred Fourteen Thousand Sixteen Dollars (\$214,016.00)

The Construction Manager shall be compensated for its General Conditions Labor as expended and per the Billing Rates included in Section 11.5. The budget for General Conditions Labor is Six Hundred Five Thousand Eight Hundred Dollars (\$605,800.00).

The Construction Manager shall be compensated for its General Conditions Expenses as expended. The anticipated expenses are described below in Section 11.5. The budget for General Conditions Expenses is Ninety Thousand One Hundred Fifty-Five Dollars (\$90,155.00).

The Construction Manager shall be paid Seventy-Five Thousand Two Hundred and Thirty Dollars (\$75,230.00) for providing General Liability and other Insurances as specified in Exhibit C.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Construction Manager shall be reimbursed for the services of the Commissioning Agent, once defined. The current budget for this service is Twenty-Five Thousand Dollars (\$25,000.00)

The Construction Manager shall be reimbursed for the services of the Abatement Project Management & Testing and the Abatement Contractor, once defined. The current budget for these services is Four Hundred Thousand Dollars (\$400,000.00).

The Construction Manager shall be reimbursed for the services of providing Temporary Ventilation, once defined. The current budget for this service is One Hundred Fifty Thousand Dollars (\$150,000.00)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Mutually acceptable negotiated value when approved in advance in writing.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

Mutually acceptable negotiated value when approved in advance in writing

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B of this agreement.

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 **On-Line Project Management Software; and**
- .12 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.7

(Paragraphs deleted)

Intentionally Omitted

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Payments are due and payable upon presentation of the Construction Manager’s invoice in accordance with the Local Government Prompt Payment Act. Amounts unpaid within timeframes outlined in the Local Government Prompt Payment Act shall bear interest at the rate

(Paragraphs deleted)

allowed in the Local Government Prompt Payment Act.

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager’s compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

- Exhibit A: Scope of Work
- Exhibit B: General Conditions Labor and Expenses Breakdown
- Exhibit C: Insurance Requirements
- Exhibit D: Construction Schedule (HVAC Contactors)

- .4 Other documents:

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(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

Signature on File

OWNER *(Signature)*

Deborah A. Conroy, Chair DuPage County Board
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

*(Jason Dwyer | President, Design & Construction
Printed name and title)*



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

DuPage County 421 JTK HVAC Improvements

THE OWNER:

(Name, legal status and address)

County of DuPage
421 N. County Farm Road
Wheaton, IL 60187

THE ARCHITECT:

(Name, legal status and address)

Kluber, Inc

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- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Notice/Invitation to Bidders, its general conditions, special conditions, and scope of work, Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Owner, Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable and verifiable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing

conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for all errors, acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and officers, agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, its subcontractors, or because of any act or omission, neglect or misconduct of the Contractor, its employees, subcontractors and agents, and anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. Nothing contained herein shall be construed as prohibiting the Owner, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Owner or the Contractor's defense of any such claims, actions, or suits. Nothing contained herein shall be construed as constituting a waiver of Owner's defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be

responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone. Change Orders must comply with the Illinois Criminal Code, 720 ILCS 5/33E-9.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing

the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of

requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within the time permitted by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as

may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted. Nothing contained herein shall be construed as prohibiting the Owner, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Owner's or the Contractor's defense of any such claims, actions, or suits.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of

the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and/or maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

(Paragraphs deleted)

§ 11.4 Intentionally Omitted

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

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During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest in accordance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including reasonable and necessary costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties, but subject to dispute resolution in a court of competent jurisdiction.

§ 15.2.6 Intentionally omitted.

| *(Paragraph deleted)*

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

| **§ 15.3 Intentionally Omitted**

| *(Paragraphs deleted)*

| **§ 15.4 Intentionally Omitted**

| *(Paragraphs deleted)*



EXHIBIT A – SCOPE OF WORK

The Scope of Work of the Contract includes professional construction manager as advisor services for the renovation and refurbishment of the 421 JTK Administration Building HVAC system, including Air Handler replacement, replacement of fan walls, cooling coils at existing AHUs and installation of new VAV's and upgrade and integration of the Controls Systems. A detailed description of the primary CM's services is included in Section 3 of the Agreement, and AIA document A232, attached.

Additionally, the Construction Manager shall perform Commissioning Services as detailed below in this exhibit.

The scope of construction work for the 421 JTK HVAC Improvements project, awarded to Amber Mechanical under Resolution FM-P-0003-24 and as is fully defined in this document, is summarized below.

The scope of Construction work for the 421 JTK HVAC Improvements project includes the following:

Furnish and Installation of the Following:

Mechanical:

1. (1) Air Handling Unit (S-4)
2. (4) Fan Walls (S-1, S-2, S-3)
3. (2) Industrial Centrifugal Blowers & (1) Utility Set
4. (17) Variable Speed Drives
5. (24) Cooling Coils & (6) Preheat Coils
6. (10) Loose Control Dampers
7. (4) Pressure Independent Control Valves
8. (4) 3-way Reheat Control Valves
9. (6) VAV Terminal Units
10. (5) Cottonwood Filter Screens at Fresh Air Louvers
11. UV Lights at New Cooling Coils
12. Stainless Steel Drain Pans at New Cooling Coils
13. New Wall Panels at Bottom Sections of Air Handling Units Removed for Corrosion

Electrical:

14. Electrical Connections for VFDs, AHU's, UV Lights,
15. Remove and replace any power conflicting with required work

Controls

16. Electrical Connections for VFDs, AHU's, UV Lights,
17. Remove and replace any power conflicting with required work

General / Miscellaneous Trades:

18. Concrete pad removal and replacement (S-1 & S-2)
19. Enlarged doorways to accommodate new equipment placement
20. Removal and replacement of stairs and landings in equipment rooms as needed
21. Spray fireproofing replacement (S-4)

Electrical

22. Electrical Connections for VFDs, AHU's, UV Lights,
23. Remove and replace any power conflicting with required work

EXHIBIT A – SCOPE OF WORK

Abatement:

24. **L004 (S-1 & S-2) and L612 (S-3):** Piping for demolition and new connection.
25. **L004 (S-1 & S-2) and L612 (S-3):** Return / Exhaust duct cleaning for new connections & new fan sets
26. **L800C (S-4):** Complete room abatement including piping, return / exhaust duct cleaning and spray fireproofing.

Logistics:

27. Will utilize the 421 loading dock for temporary staging of material and equipment.
28. **Room L004: S-1 & S-2**
 - a. Removal and replacement of existing stairs and landings (2), one during each AHU phase, for use as a material and equipment hoist way.
29. **Room L612: S-3**
 - a. Removal and replacement of existing stairs and landing (double door opening) for duration of S-3 scope, for use as material and equipment hoist way. Single stair off loading dock to remain for personnel access.
30. **Room L800C**
 - a. Will utilize access through County workshop and/or elections corridor, if acceptable. If elections space is utilized, a temporary controlled corridor with the necessary protection will be provided.

Commissioning:

The scope of Commissioning Services to be performed under this agreement includes the following:

This contract shall include commissioning of the equipment and systems described above for the replacement and refurbishment of the 421 JTK Administration Building HVAC System. The scope of work of the commissioning agent to be hired by the Construction Manager shall include the following services:

1. Review Owner's Project Requirements (OPR) developed by the Owner and Design Team to document the Owner's functional requirements for the project.
2. Review the Basis of Design (BOD) document prepared by the Design Team to record the concepts, calculations, decisions, and product selections used to meet the Owner's project requirements and to satisfy applicable regulatory requirements, standards, and guidelines.
3. Write a commissioning plan.
4. Plan and conduct an initial commissioning scoping meeting and present commissioning plan to the team.
5. Develop the functional performance test procedures that shall be used during the acceptance phase.
6. Confirm that the Contractor has completed the Pre-Functional Checklists and collect these Checklists prior to performing testing.
7. In coordination with the Contractor observe the functional tests on all principal pieces of equipment and systems.
8. Make recommendations for acceptance of each test to the Owner's Representative using a standard form. The Owner's Representative gives final approval on each test using the same form, providing a signed copy of G/BA and the Contractor.
9. Prepare and submit a final commissioning report which will include an executive summary, list of participants and roles, brief system scope description, overview of commissioning and testing scope and a general description of testing and verification methods.



General Conditions Staffing	Utilization	Duration (Weeks)	\$/hr	Cost	Start	Finish		
Director, Construction		Hr/Week	52	\$ 230	\$ -	9/1/24	12/31/25	
Project Director	4	Hr/Week	52	\$ 180	\$ 37,440	Pangrcic	9/1/24	12/31/25
Senior Project Manager		Hr/Week	52	\$ 160	\$ -		9/1/24	12/31/25
Project Manager	30	Hr/Week	52	\$ 130	\$ 202,800	Delk	9/1/24	12/31/25
Assistant Project Manager		Hr/Week	52	\$ 105	\$ -		9/1/24	12/31/25
Senior Superintendent		Hr/Week	52	\$ 150	\$ -		9/1/24	12/31/25
Superintendent	40	Hr/Week	52	\$ 120	\$ 249,600	Bartkowiak	9/1/24	12/31/25
Project Engineer	20	Hr/Week	52	\$ 85	\$ 88,400	TBD	9/1/24	12/31/25
Project Coordinator	4	Hr/Week	52	\$ 70	\$ 14,560	Judge	9/1/24	12/31/25
Intern		Hr/Week	52	\$ 50	\$ -		9/1/24	12/31/25
MEP Coordinator	2	Hr/Week	52	\$ 125	\$ 13,000	Zielinski	9/1/24	12/31/25
VDC Coordinator		Hr/Week	52	\$ 100	\$ -		9/1/24	12/31/25
Lean Support		Hr/Week	16	\$ 80	\$ -		9/1/24	12/31/25
Total Staffing				\$	605,800			

General Conditions Expenses

Personnel Support	Qty		Unit Cost	Cost
Darien Staff Travel	1.5	12	Months \$ 750	\$ 13,500
Per Diem for Superintendent	0	12	Months \$ -	\$ -
Travel for Superintendent	1	12	Months \$ 375	\$ 4,500
Lodging for Superintendent	0	12	Months \$ -	\$ -
Site Office Support				
Office Trailer Set Up and Rental	0	1	Ea \$ -	\$ -
Office Trailer Rental	0	12	Months \$ -	\$ -
Drinking Water	1	12	Months \$ 90	\$ 1,080
Office Supplies	1	12	Months \$ 250	\$ 3,000
Jobsite First Aid Kit/Safety Supplies	1	1	Lot \$ 750	\$ 750
Phones/Internet/IT	2	12	Months \$ 250	\$ 6,000
Delivery Special Mail	0	12	Months \$ -	\$ -
Office Lights and Power	0	12	Months \$ -	\$ -
Reproductions	1	12	Months \$ 100	\$ 1,200
Procure/DroneDeploy	1	1	Ea \$ 10,625	\$ 10,625
General Project Requirements				
Project Signs	0	1	Lot \$ -	\$ -
Directional and Jobsite Signage	1	1	Lot \$ 1,000	\$ 1,000
Temporary Fence Rental	0	1	Lot \$ -	\$ -
Site Security	0	8	Months \$ -	\$ -
Construction Photos	1	8	Months \$ 100	\$ 800
Building Layout & Maintenance	0	12	Months \$ -	\$ -
Lot Lines and Locations	0	12	Months \$ -	\$ -
Heat	0	12	Months \$ -	\$ -
Temp Lights and Power	0	12	Months \$ -	\$ -
Portable Toilets	1	12	Months \$ 400	\$ 4,800
Snow Removal	0	12	Months \$ -	\$ -
Temp Heat / Cooling	0	12	Months \$ -	\$ -
Barricades	1	1	Lot \$ -	\$ -
OSHA Material	1	12	Months \$ -	\$ -
Safety Equipment	0	12	Months \$ -	\$ -
Safety Consultant	1	12	Months \$ 450	\$ 5,400
Temp Signage	0	12	Months \$ -	\$ -
Material Testing (By Owner)	0	12	Months \$ -	\$ -
General Cleaning/General Labor	1	1	Lot \$ 7,500	\$ 7,500
General Labor	1	12	Months \$ -	\$ -
Final Cleaning	0	1	Lot \$ -	\$ -
Rubbish Removal/Dumpsters	0	12	Months \$ -	\$ -
Equipment Rental	0	12	Months \$ -	\$ -
Small Tool Rental	1	12	Months \$ 125	\$ 1,500
Equipment Purchase	0	12	Months \$ -	\$ -
Material Purchase	1	12	Months \$ 225	\$ 2,700
Winter Conditions	0	12	Months \$ -	\$ -
Temporary Heat	0	12	Months \$ -	\$ -
Temp Protection	1	12	Months \$ 500	\$ 6,000
Street Sweeping	0	1	Lot \$ -	\$ -
Miscellaneous Expenses	1	12	Months \$ 750	\$ 9,000
Safety Equipment and Support	0	12	Months \$ -	\$ -
Subtotal - General Conditions Expenses			\$	79,355
Total General Conditions			\$	685,155

Other Included Soft Costs			
Asbestos Abatement Allowance			\$ 400,000
Temporary Ventilation Allowance	(Temporary Ventilation Summary, dated 6/6/2024)		\$ 150,000
Commissioning			\$ 25,000
Permits & Fees	(not included in CM Scope)		\$ -
Subtotal			\$ 575,000

Insurance			
General Liability Insurance	1.10%	of project cost	\$ 75,108
Total Insurance			\$ 75,108

CM Fees			
Preconstruction Fee	1	lump sum	\$ 40,000
CM Fee	3.25%	of cost of work	\$ 213,665
Total Fees			\$ 253,665

Owner Costs			
Survey/Layout Allowance			\$ -
Material Testing Allowance			\$ -
Utility Locating Allowance			\$ -
Permits & Fees			\$ -
Subtotal			\$ -

Summary of Construction Manager Compensation (As Outlined in Article 11 of the Agreement)

Preconstruction Fee	\$ 40,000
Asbestos Abatement Allowance	\$ 400,000
Temporary Ventilation Allowance	\$ 150,000
Commissioning	\$ 25,000
CM Fee	\$ 213,665
GL Insurance	\$ 75,108
Payment & Performance Bond	\$ -
General Conditions (Not to Exceed)	\$ 685,155
Total CM Compensation: Not to Exceed	\$ 1,588,928

EXHIBIT C – INSURANCE & BONDING REQUIREMENTS

INSURANCE REQUIREMENTS

1. **Worker's Compensation Insurance** in the statutory amounts.
2. **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.
3. **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. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**
4. **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.**
5. All Subcontractors engaged to do Work on the Project shall also be required to meet all of the above insurance requirements

PAYMENT AND PERFORMANCE BOND REQUIREMENTS

The Construction Manager shall not furnish a Performance Bond and a Labor and Material Payment Bond.

EXHIBIT D

DuPage County
JTK Administration Building
HVAC Improvements Project

Schedule Created
Thu 5/30/24

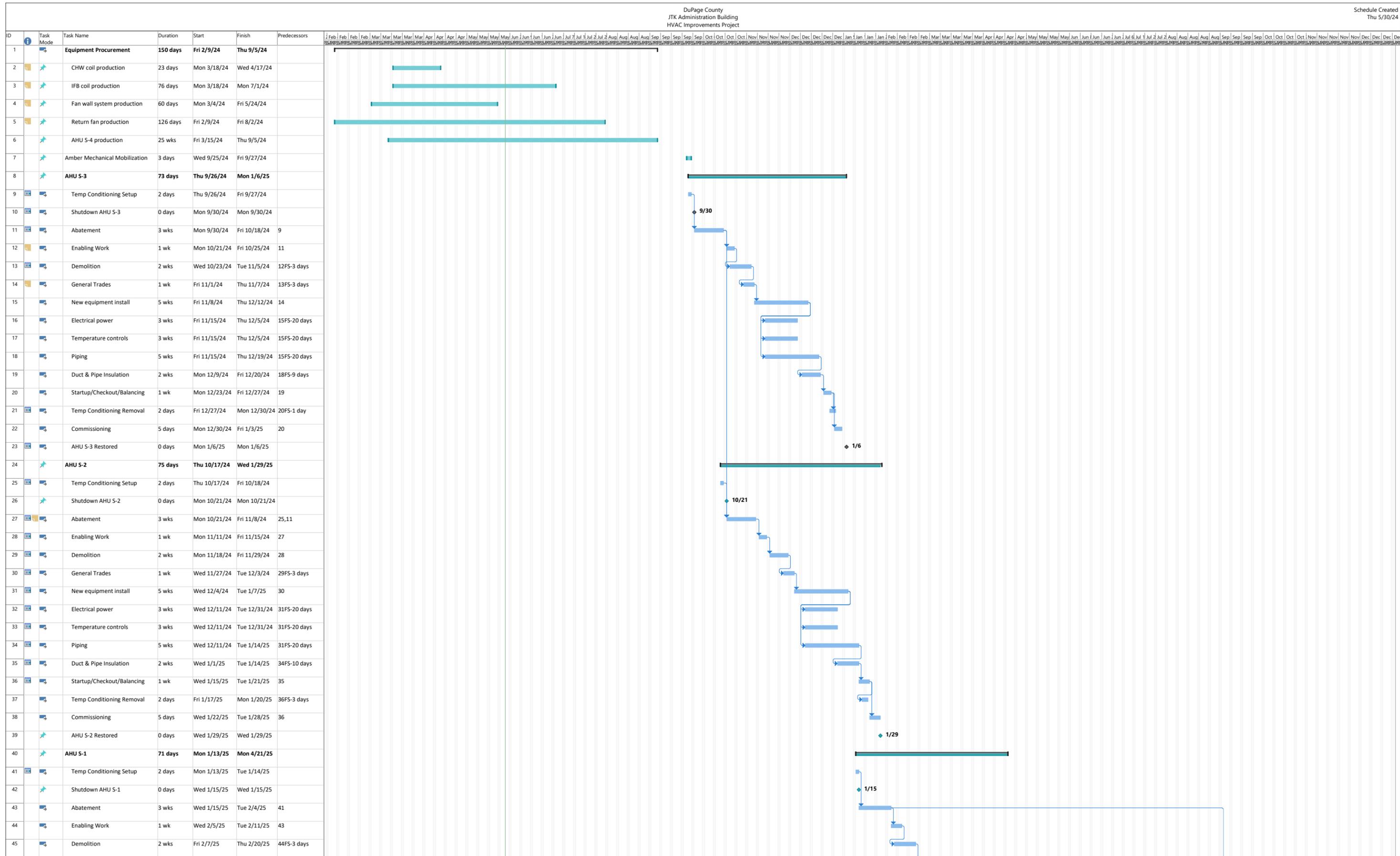
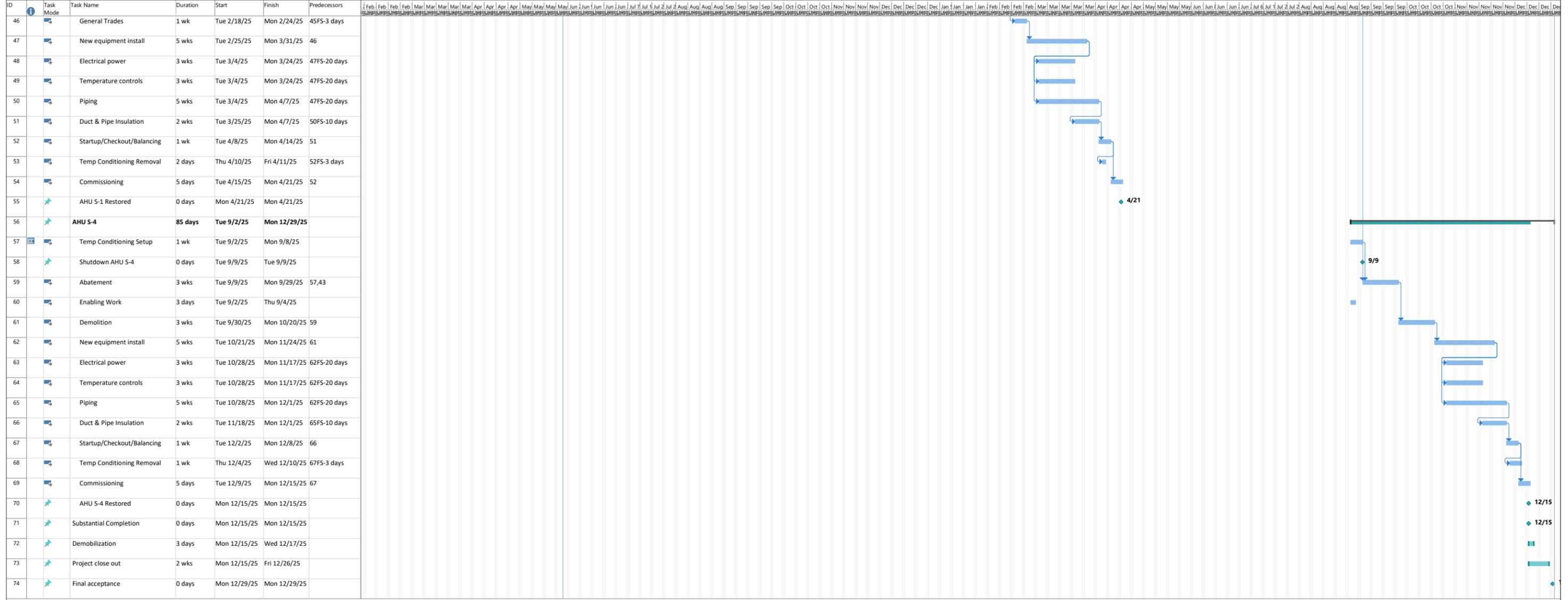


EXHIBIT D

DuPage County
JTK Administration Building
HVAC Improvements Project

Schedule Created
Thu 5/30/24





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: July 17, 2024

Bid/Contract/PO #: _____

Company Name: Wight & Company	Company Contact: Carol Roglin
Contact Phone: 630.969.7000	Contact Email: CRoglin@wightco.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
Mark Wight	630.739.7373	MWight@wightco.com
Patrick Cermak	630.739.6520	PCermak@wightco.com
Jason Dwyer	630.739.6921	JDwyer@wightco.com
Carol Roglin	630.739.6496	CRoglin@wightco.com

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

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

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

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

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

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

Authorized Signature Signature on File
 Printed Name Carol Roglin
 Title Chief Financial Officer, Secretary & Treasurer
 Date July 17, 2024

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



Required Vendor Ethics Disclosure Statement

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Date: July 17, 2024

Bid/Contract/PO #: _____

Company Name: Wight Construction Services, Inc.	Company Contact: Carol Roglin
Contact Phone: 630.969.7000	Contact Email: CRoglin@wightco.com

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

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Authorized Signature Signature on File
 Printed Name Carol Roglin
 Title Chief Financial Officer, Secretary & Treasurer
 Date July 17, 2024

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-0016-24

Agenda Date: 8/6/2024

Agenda #: 8.F.3.

AWARDING RESOLUTION
ISSUED TO MOHR OIL COMPANY TO FURNISH AND
DELIVER NON-HIGHWAY USE #1 AND #2 RED DYED DIESEL FUEL FOR
THE PUBLIC WORKS EMERGENCY GENERATORS AT PUBLIC
WORKS FACILITIES
(CONTRACT TOTAL AMOUNT: \$100,000)

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

WHEREAS, the Public Works Committee recommends County Board approval to Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the Public Works emergency generators at Woodridge Greene Valley Wastewater Treatment Plant, Knollwood Wastewater Treatment Plant and Nordic Wastewater Treatment Plant, for the period of August 13, 2024, to August 12, 2026; and

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the Public Works emergency generators at Woodridge Greene Valley Wastewater Treatment Plant, Knollwood Wastewater Treatment Plant and Nordic Wastewater Treatment Plant, for the period of August 13, 2024, to August 12, 2026, be, and it is hereby approved for issuance of a contract by the Procurement Division to Mohr Oil Company, 7340 Harrison Street, Forest Park, IL 60130, for a total contract amount not to exceed \$100,000, per lowest responsible bid #24-074-FM.

Enacted and approved this 13th day of August 2024, 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#:	RFP, BID, QUOTE OR RENEWAL #: 24-074-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: MOHR OIL COMPANY	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Michael Mohr	VENDOR CONTACT PHONE: 708-366-2900	DEPT CONTACT PHONE #: 630.985.7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: sales@mohroil.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
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 Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the public works emergency generators at WGV, KWD, and Nordic, as needed, for Public Works, for the period August 13, 2024 through August 12, 2026 for a total contract amount not to exceed \$100,000, per low quote #24-074-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Diesel fuel is necessary for the operation of the public works emergency generators for scheduled testing and for continuity of operations in the event of a power outage.			

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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
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: MOHR OIL COMPANY	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Michael Mohr	Email: sales@mohroil.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 7340 Harrison Street	City: Forest Park	Address: 7900 S. Rt. 53	City: Woodridge
State: IL	Zip: 60130	State: IL	Zip: 60517
Phone: 708-366-2900	Fax:	Phone: 630.985.7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#: Same as Above	Dept: Same as Above	Division: Same as Above
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): Aug 13, 2024	Contract End Date (PO25): Aug 12, 2026
Contract Administrator (PO25): Drew Cormican			

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		Fuel and Lubricants	FY24	2000	2555	52260		5,000.00	5,000.00
2	1	EA		Fuel and Lubricants	FY25	2000	2555	52260		45,000.00	45,000.00
3	1	EA		Fuel and Lubricants	FY26	2000	2555	52260		50,000.00	50,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 100,000.00

<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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 NON-HIGHWAY RED DYED FUEL 24-074-FM
 BID TABULATION



				Mohr Oil Company	Al Warren Oil Co Inc.	Bell Fuels Service Co.	Feece Oil Company				
NO.	ITEM	UOM	QTY	MARK-UP	MARK-UP	MARK-UP	MARK-UP				
SECTION A: Diesel Fuel											
1	Ultra-Low Sulfur No. 1 and No. 2 Diesel Fuel - Red Dyed, Non-Highway Use	GAL	1	\$ 0.30	\$ 0.48	\$ 0.63	\$ 0.70				
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE		
SECTION B: Additives											
2	Power Service Bio Kleen - 16 oz	BTL	100	NO BID		\$ 29.92	\$ 2,992.00	\$ 32.99	\$ 3,299.00	\$ 30.36	\$ 3,036.00
2.1	ET Biobor	BTL	100	\$ 30.00	\$ 3,000.00	NO BID		NO BID		NO BID	
3	Power Service Clear Diesel - 1 Gallon	GAL	100	NO BID		\$ 52.80	\$ 5,280.00	\$ 56.25	\$ 5,625.00	\$ 43.00	\$ 4,300.00
3.1	ET Pro Force	GAL	100	\$ 31.00	\$ 3,100.00	NO BID		NO BID		NO BID	

NOTES

Bid Opening 6/11/2024 @ 4:00 PM	BR, HK
Invitations Sent	13
Total Vendors Requesting Documents	0
Total Bid Responses	4

PRICE

The Bidder shall provide pricing for Sections A and B. The quantities listed are for bid canvassing purposes only and shall not be considered a guarantee of work.

Section A

The Bidder shall provide pricing as a firm mark-up (\$) to OPIS Chicago Rack Base Price for one (1) gallon of Diesel Fuel. All goods are to be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	MARK-UP
1	Ultra-Low Sulfur No. 1 and No. 2 Diesel Fuel – Red Dyed, Non-Highway Use	GAL	1	\$ 0.30

Section B

The Bidder shall provide pricing for items listed below.

NO.	ITEM	ALT	UOM	QTY	PRICE	EXTENDED PRICE
1	Power Service Bio Kleen – 16 oz	<i>ET BIOBOR</i>	BTL	100	\$ 30.00	\$ 3000.00
2	Power Service Clear Diesel – 1 Gallon	<i>ET PRO FORCE</i>	GAL	100	\$ 31.00	\$ 3100.00

QUOTE SIGNATURE PAGE

NON-HIGHWAY RED DYED FUEL 24-074-FM

X 
(Signature and Title)

6-4-2024
(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	MOHR OIL CO
Main Business Address	7340 HARRISON ST
City, State, Zip Code	FOREST PARK, IL 60130
Telephone Number	708-366-2900
Email Address	SALES@MOHROIL.COM
Bid Contact Person	MICHAEL R MOHR



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: 7-11-24

Bid/Contract/PO #: _____

Company Name: <u>MOHR OIL CO</u>	Company Contact: <u>MICHAEL MOHR</u>
Contact Phone: <u>708-366-2900</u>	Contact Email: <u>SALES@MOHROIL.COM</u>

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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, 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:

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http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature

[Redacted Signature]

Printed Name

MICHAEL R MOHR

Title

VP

Date

7-12-24

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



Facilities Management Requisition Under \$30K

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

File #: 24-2071

Agenda Date: 8/6/2024

Agenda #: 10.B.



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#: 24-1969	RFP, BID, QUOTE OR RENEWAL #: 24-074-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$20,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$40,000.00
	CURRENT TERM TOTAL COST: \$20,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Mohr Oil Company	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Michael Mohr	VENDOR CONTACT PHONE: 708-366-2900	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: sales@mohroil.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 Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the campus emergency generators, as needed, for Facilities Management, for the two-year period August 7, 2024 through August 6, 2026 for a total contract amount not to exceed \$20,000, per low quote #24-074-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Diesel fuel is necessary for the operation of the campus emergency generators for scheduled testing and for continuity of operations in the event of a power outage.			

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. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
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	
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: Mohr Oil Company	Vendor#:	Dept: Facilities Management	Division:
Attn: Michael Mohr	Email: sales@mohroil.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 7340 Harrison Street	City: Forest Park	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60130	State: IL	Zip: 60187
Phone: 708-366-2900	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Mohr Oil Company	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 7340 Harrison Street	City: Forest Park	Address: various locations	City: Wheaton
State: IL	Zip: 60130	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 7, 2024	Contract End Date (PO25): Aug 6, 2026

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		Fuel & Lubricants	FY24	1000	1100	52260		5,000.00	5,000.00
2	1	LO		Fuel & Lubricants	FY25	1000	1100	52260		10,000.00	10,000.00
3	1	LO		Fuel & Lubricants	FY26	1000	1100	52260		5,000.00	5,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 20,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver non-highway use #1 and #2 red dyed diesel fuel, as needed, for Facilities Management.
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.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 NON-HIGHWAY RED DYED FUEL 24-074-FM
 BID TABULATION



				Mohr Oil Company	Al Warren Oil Co Inc.	Bell Fuels Service Co.	Feece Oil Company				
NO.	ITEM	UOM	QTY	MARK-UP	MARK-UP	MARK-UP	MARK-UP				
SECTION A: Diesel Fuel											
1	Ultra-Low Sulfur No. 1 and No. 2 Diesel Fuel - Red Dyed, Non-Highway Use	GAL	1	\$ 0.30	\$ 0.48	\$ 0.63	\$ 0.70				
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE		
SECTION B: Additives											
2	Power Service Bio Kleen - 16 oz	BTL	100	NO BID		\$ 29.92	\$ 2,992.00	\$ 32.99	\$ 3,299.00	\$ 30.36	\$ 3,036.00
2.1	ET Biobor	BTL	100	\$ 30.00	\$ 3,000.00	NO BID		NO BID		NO BID	
3	Power Service Clear Diesel - 1 Gallon	GAL	100	NO BID		\$ 52.80	\$ 5,280.00	\$ 56.25	\$ 5,625.00	\$ 43.00	\$ 4,300.00
3.1	ET Pro Force	GAL	100	\$ 31.00	\$ 3,100.00	NO BID		NO BID		NO BID	

NOTES

Bid Opening 6/11/2024 @ 4:00 PM	BR, HK
Invitations Sent	13
Total Vendors Requesting Documents	0
Total Bid Responses	4

PRICE

The Bidder shall provide pricing for Sections A and B. The quantities listed are for bid canvassing purposes only and shall not be considered a guarantee of work.

Section A

The Bidder shall provide pricing as a firm mark-up (\$) to OPIS Chicago Rack Base Price for one (1) gallon of Diesel Fuel. All goods are to be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	MARK-UP
1	Ultra-Low Sulfur No. 1 and No. 2 Diesel Fuel - Red Dyed, Non-Highway Use	GAL	1	\$ 0.30

Section B

The Bidder shall provide pricing for items listed below.

NO.	ITEM	ALT	UOM	QTY	PRICE	EXTENDED PRICE
1	Power Service Bio Kleen - 16 oz	<i>ET BIOBOR</i>	BTL	100	\$ 30.00	\$ 3000.00
2	Power Service Clear Diesel - 1 Gallon	<i>ET PRO FORCE</i>	GAL	100	\$ 31.00	\$ 3100.00

QUOTE SIGNATURE PAGE

NON-HIGHWAY RED DYED FUEL 24-074-FM

Signature on File

X

VP

(Signature and Title)

6-4-2024

(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	MOHR OIL CO
Main Business Address	7340 HARRISON ST
City, State, Zip Code	FOREST PARK, IL 60130
Telephone Number	708-366-2900
Email Address	SALES@MOHROIL.COM
Bid Contact Person	MICHAEL R MOHR



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: 7-11-24

Bid/Contract/PO #: _____

Company Name: <u>MOHR OIL CO</u>	Company Contact: <u>MICHAEL MOHR</u>
Contact Phone: <u>708-366-2900</u>	Contact Email: <u>SALES@MOHROIL.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, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on File

Printed Name MICHAEL R MOHR

Title VP

Date 7-12-24

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0032-24

Agenda Date: 8/6/2024

Agenda #: 8.F.2.

AWARDING RESOLUTION
ISSUED TO AIR FILTER SOLUTIONS LLC,
TO FURNISH AND DELIVER AIR FILTERS, AS NEEDED,
FOR COUNTY FACILITIES, FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$138,100.00)

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 Air Filters Solutions LLC, to furnish and deliver air filters, as needed, for County facilities, for the period September 27, 2024 through September 26, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver air filters, as needed, for County facilities, for the period September 27, 2024 through September 26, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Air Filters Solutions LLC, 519 Sensor Dr., Lemont, IL 60439, for a total contract amount not to exceed \$138,100.00. (\$130,000 for Facilities Management, \$4,000 for Animal Services, \$1,100 for the Division of Transportation, and \$3,000 for Health Department). First of three options to renew.

Enacted and approved this 13th day of August, 2024 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#: 24-1993	RFP, BID, QUOTE OR RENEWAL #: 23-053-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$128,262.56
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$542,562.56
	CURRENT TERM TOTAL COST: \$138,100.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Air Filter Solutions LLC	VENDOR #: 41943	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Mel Reeves	VENDOR CONTACT PHONE: 630-470-28888	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: melr@afsolutionsco.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 Air Filter Solutions LLC, to furnish and deliver air filters, as needed, for County facilities, for Facilities Management, for the period September 27, 2024 through September 26, 2025, for a total contract amount not to exceed \$138,100 per renewal option under bid award #23-053-FM. (\$130,000 for Facilities Management, \$4,000 for Animal Services, \$1,100 for the Division of Transportation, and \$3,000 for Health Department). First of three options to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Air filters are necessary for the proper operation of the campus HVAC system and to properly maintain air quality throughout the County facilities.			

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	
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: Air Filter Solutions LLC	Vendor#: 41943	Dept: Facilities Management	Division:
Attn: Kurt Bolin / Mel Reeves	Email: kurt@afsolutionsco.com / melr@afsolutionsco.com	Attn:	Email: FMAccountsPayable @dupagecounty.gov
Address: 519 Senon Drive	City: Lemont	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60439	State: IL	Zip: 60187
Phone: 773-410-8723 / 630-470-2888	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Air Filter Solutions LLC	Vendor#: 41943	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 519 Senon Drive	City: Lemont	Address: various locations	City: Wheaton
State: IL	Zip: 60439	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Sep 27, 2024	Contract End Date (PO25): Sep 26, 2025

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		Facilities Management	FY24	1000	1100	52270		10,000.00	10,000.00
2	1	LO		Animal Services	FY24	1100	1300	52270		400.00	400.00
3	1	LO		Division of Transportation	FY24	1500	3510	52270		550.00	550.00
4	1	LO		Health Department	FY24	3000	2208	52270		1,500.00	1,500.00
5	1	LO		Facilities Management	FY25	1000	1100	52270		120,000.00	120,000.00
6	1	EA		Animal Services	FY25	1100	1300	52270		3,600.00	3,600.00
7	1	EA		Division of Transportation	FY25	1500	3510	52270		550.00	550.00
8	1	EA		Health Department	FY25	3000	2208	52270		1,500.00	1,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 138,100.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver air filters, as needed, for County facilities.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Mary Ventrella, Cathie Figlewski, Clara Gomez. Kathy Black Curcio, Kristie Lecaros, & Andrea Gargani
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 08/06/24 County Board: 08/13/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
AIR FILTERS FOR COUNTY FACILITIES 23-053-FM
BID TABULATION



NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
LOCATION A: JTK ADMINISTRATION BUILDING							
1	MERV 8 PLEATED 24" x 24" x 2"	EA	200	\$ 4.71	\$ 942.00	\$ 7.59	\$ 1,518.00
2	MERV 8 PLEATED 24" x 24" x 2"	EA	200	\$ 4.71	\$ 942.00	\$ 7.59	\$ 1,518.00
3	MERV 8 PLEATED 24" x 24" x 2"	EA	240	\$ 4.71	\$ 1,130.40	\$ 7.59	\$ 1,821.60
4	MERV 8 PLEATED 24" x 24" x 2"	EA	80	\$ 4.71	\$ 376.80	\$ 7.59	\$ 607.20
5	MERV 8 PLEATED 16" x 25" x 4"	EA	12	\$ 8.08	\$ 96.96	\$ 11.29	\$ 135.48
6	MERV 8 PLEATED 16" x 25" x 4"	EA	12	\$ 8.08	\$ 96.96	\$ 11.29	\$ 135.48
7	MERV 8 PLEATED 16" x 25" x 4"	EA	12	\$ 8.08	\$ 96.96	\$ 11.29	\$ 135.48
8	MERV 8 PLEATED 24" x 18" x 2"	EA	6	\$ 4.06	\$ 24.36	\$ 6.85	\$ 41.10
9	PURULATOR FACET - AIRE 3 OR EQUAL PURULATOR MODEL F312 OR EQUAL	EA	144	\$ 2.91	\$ 419.04	\$ 4.91	\$ 707.04
LOCATION A: JTK ADMINISTRATION BUILDING - TOTAL					\$ 4,125.48		\$ 6,619.38

LOCATION B: JAIL/SHERIFF DEPARTMENT							
10	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-1 29024	EA	128	\$ 4.71	\$ 602.88	\$ 7.59	\$ 971.52
11	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-1 29024	EA	12	\$ 4.71	\$ 56.52	\$ 7.59	\$ 91.08
12	Airguard V-Force MERV 13 Double V-style Plastic Frame With Header 20" x 24" x 12" UNIT NO: S-1 29024	EA	12	\$ 71.31	\$ 855.72	\$ 152.52	\$ 1,830.24
13	Airguard V-Force MERV 13 Double V-style Plastic Frame With Header 20" x 24" x 12" UNIT NO: S-1 29024	EA	3	\$ 71.31	\$ 213.93	\$ 152.52	\$ 457.56
14	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-2 29026	EA	60	\$ 4.71	\$ 282.60	\$ 7.59	\$ 455.40
15	MERV 8 PLEATED 12" x 24" x 2" UNIT NO: S-2 29026	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
16	PLEATED MERV 14 MINI PLEAT BEVERAGE BOARD FRAME 24" X 24" X 4" S-2 29026	EA	15	\$ 62.07	\$ 931.05	\$ 111.85	\$ 1,677.75
17	PLEATED MERV 14 MINI PLEAT BEVERAGE BOARD FRAME 12" X 24" X 4" S-2 29026	EA	3	\$ 44.20	\$ 132.60	\$ 83.49	\$ 250.47
18	MERV 8 PLEATED MINI PLEAT BEVERAGE BOARD FRAME 24" X 24" X 2" UNIT NO.: UNIT NO.: S-3 29028	EA	60	\$ 36.17	\$ 2,170.20	\$ 7.59	\$ 455.40
19	MERV 8 PLEATED MINI PLEAT BEVERAGE BOARD FRAME 12" X 24" X 2" UNIT NO.: UNIT NO.: S-3 29028	EA	20	\$ 26.78	\$ 535.60	\$ 5.81	\$ 116.20

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
20	PLEATED MERV 14 MINI PLEAT BEVERAGE BOARD FRAME 24" X 24" X 4" UNIT NO.: UNIT NO.: S-3 29028	EA	15	\$ 62.07	\$ 931.05	\$ 111.85	\$ 1,677.75
21	PLEATED MERV 14 MINI PLEAT BEVERAGE BOARD FRAME 12" X 24" X 4" UNIT NO.: UNIT NO.: S-3 29028	EA	5	\$ 44.20	\$ 221.00	\$ 83.49	\$ 417.45
22	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-4 29030	EA	128	\$ 4.71	\$ 602.88	\$ 7.59	\$ 971.52
23	MERV 8 PLEATED 12" X 24" X 2"0 UNIT NO.: S-4 29030	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
24	Airguard V-Force MERV 13 20" X 24" X 12" UNIT NO.: S-4 29030	EA	12	\$ 71.31	\$ 855.72	\$ 152.52	\$ 1,830.24
25	Airguard V-Force MERV 13 12" X 24" X 12" UNIT NO.: S-4 29030	EA	3	\$ 54.28	\$ 162.84	\$ 123.48	\$ 370.44
26	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-5 29032	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
27	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-5 29032	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
28	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-6 29034	EA	36	\$ 4.71	\$ 169.56	\$ 7.59	\$ 273.24
29	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-6 29034	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
30	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-7 & 7A 29021	EA	76	\$ 4.71	\$ 357.96	\$ 7.59	\$ 576.84
31	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-7 & 7A 29021	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
32	HEPA TRI-DIM MODEL 71711232301 HEPA 99.97% OR EQUIVALENT 24" X 24" X 11.5" UNIT NO.: S-7 & 7A 29021	EA	13	\$ 399.69	\$ 5,195.97	\$ 386.51	\$ 5,024.63
33	HEPA TRI-DIM MODEL 71711232301 HEPA 99.97% OR EQUIVALENT 12" X 24" X 11.5" UNIT NO.: S-7 & 7A 29021	EA	3	\$ 258.83	\$ 776.49	\$ 277.15	\$ 831.45
34	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU-1 29115	EA	64	\$ 3.37	\$ 215.68	\$ 5.92	\$ 378.88
35	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2 29117	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
36	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: AHU-2 29117	EA	8	\$ 4.34	\$ 34.72	\$ 7.05	\$ 56.40
37	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 6" UNIT NO.: AHU-2 29117	EA	6	\$ 82.66	\$ 495.96	\$ 173.26	\$ 1,039.56
38	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 20" X 24" X 6" UNIT NO.: AHU-2 29117	EA	2	\$ 74.95	\$ 149.90	\$ 157.49	\$ 314.98
39	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU-3 29119	EA	64	\$ 3.37	\$ 215.68	\$ 5.92	\$ 378.88
40	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-4 29120	EA	120	\$ 4.71	\$ 565.20	\$ 7.59	\$ 910.80

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
41	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER FILTER 24" X 24" X 6" UNIT NO.: AHU-4 29120 BOX	EA	30	\$ 82.66	\$ 2,479.80	\$ 173.26	\$ 5,197.80
42	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-5 29121	EA	120	\$ 4.71	\$ 565.20	\$ 7.59	\$ 910.80
43	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER FILTER 24" X 24" X 6" UNIT NO.: AHU-5 29121 BOX	EA	30	\$ 82.66	\$ 2,479.80	\$ 173.26	\$ 5,197.80
44	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-6 29122	EA	120	\$ 4.71	\$ 565.20	\$ 7.59	\$ 910.80
45	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER FILTER 24" X 24" X 6" UNIT NO.: AHU-6 29122 BOX	EA	30	\$ 82.66	\$ 2,479.80	\$ 173.26	\$ 5,197.80
46	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-7 29123	EA	120	\$ 4.71	\$ 565.20	\$ 7.59	\$ 910.80
47	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU-7 29123	EA	30	\$ 82.66	\$ 2,479.80	\$ 156.50	\$ 4,695.00
48	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-8 29124	EA	120	\$ 4.71	\$ 565.20	\$ 7.59	\$ 910.80
49	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU-8 29124	EA	30	\$ 82.66	\$ 2,479.80	\$ 156.50	\$ 4,695.00
50	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-9 29154	EA	8	\$ 4.71	\$ 37.68	\$ 7.59	\$ 60.72
51	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU-9 29154	EA	2	\$ 82.66	\$ 165.32	\$ 156.50	\$ 313.00
52	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: AHU- 10 29155	EA	8	\$ 4.71	\$ 37.68	\$ 7.05	\$ 56.40
53	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU- 10 29155	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
54	BOX FILTER- MERV 14 20" X 24" X 6" UNIT NO.: AHU- 10 29155	EA	2	\$ 74.95	\$ 149.90	\$ 157.49	\$ 314.98
55	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU- 10 29155	EA	6	\$ 82.66	\$ 495.96	\$ 156.50	\$ 939.00
56	MERV 8 PLEATED 24" X 24" X 4" UNIT NO.: F-13 29135	EA	144	\$ 9.78	\$ 1,408.32	\$ 13.07	\$ 1,882.08
57	MERV 8 PLEATED 20" X 24" X 2" ELV MACH RM. 1,2 & 3	EA	48	\$ 4.34	\$ 208.32	\$ 7.05	\$ 338.40
58	MERV 8 PLEATED 16" X 20 X 1" Actual Size: 15-1/2" X 19-1/2" X 3/4" UNIT NO.: Cicil AC Unit 29525	EA	8	\$ 3.13	\$ 25.04	\$ 5.64	\$ 45.12
59	MERV 8 PLEATED 25" X 20" X 4" UNIT NO.: CRU-1 29150	EA	8	\$ 9.08	\$ 72.64	\$ 12.47	\$ 99.76
60	MERV 8 PLEATED 25" X 16" X 4" UNIT NO.: CRU-1 29150	EA	4	\$ 8.08	\$ 32.32	\$ 11.29	\$ 45.16
61	MERV 8 PLEATED 25" X 20" X 4" UNIT NO.: CRU-2 29151	EA	8	\$ 9.08	\$ 72.64	\$ 12.47	\$ 99.76
62	MERV 8 PLEATED 25" X 16" X 4" UNIT NO.: CRU-2 29151	EA	4	\$ 8.08	\$ 32.32	\$ 11.29	\$ 45.16
63	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: LAUN- DRY MAKE- UP 29128	EA	20	\$ 4.71	\$ 94.20	\$ 7.59	\$ 151.80

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
64	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: LAUN- DRY MAKE- UP 29128	EA	20	\$ 3.25	\$ 65.00	\$ 5.81	\$ 116.20
LOCATION B: JAIL/SHERIFF DEPARTMENT - TOTAL					\$ 34,822.97		\$ 55,387.90

LOCATION C: BUILDING #02							
65	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: AHU-1	EA	48	\$ 4.34	\$ 208.32	\$ 7.13	\$ 342.24
66	MERV 8 PLEATED 24" X 24" X 4" UNIT NO.: ENERGY WHEEL	EA	32	\$ 9.78	\$ 312.96	\$ 13.07	\$ 418.24
67	MERV 8 PLEATED 24" X 24" X 4" UNIT NO.: ENERGY WHEEL	EA	32	\$ 9.78	\$ 312.96	\$ 13.07	\$ 418.24
68	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
69	ACTIVE CARBON HONEYCOMB BEVERAGE BOARD (NOT PLEATED, HONEYCOMB STYLE) 24" X 24" X 2" UNIT NO.: AHU-3	EA	24	\$ 103.90	\$ 2,493.60	\$ 27.41	\$ 657.84
LOCATION C: BUILDING #02 - TOTAL					\$ 3,440.88		\$ 2,018.72

LOCATION D: CORONER'S OFFICE							
70	MERV 8 PLEATED 16" X 32" X 2" UNIT NO.: AHU 1.1	EA	8	\$ 26.60	\$ 212.80	\$ 8.27	\$ 66.16
71	HEPA 24" X 24" X 11.5" TRI- DIM ALUMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 24" X 24" X 2" UNIT NO.: AHU 1.1	EA	2	\$ 368.58	\$ 737.16	\$ 732.67	\$ 1,465.34
72	HEPA 24" X 12" X 11.5" TRI- DIM ALUMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 12" X 24" X 2" UNIT NO.: AHU 1.1	EA	2	\$ 286.67	\$ 573.34	\$ 563.28	\$ 1,126.56
73	MERV 8 PLEATED 16" X 32" X 2" UNIT NO.: AHU 1.2	EA	8	\$ 26.60	\$ 212.80	\$ 8.27	\$ 66.16
74	HEPA 24" X 24" X 11.5" TRI- DIM ALUMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 24" X 24" X 2" UNIT NO.: AHU 1.2	EA	2	\$ 368.58	\$ 737.16	\$ 691.93	\$ 1,383.86
75	HEPA 24" X 12" X 11.5" TRI- DIM ALUMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 12" X 24" X 2" UNIT NO.: AHU 1.2	EA	2	\$ 286.67	\$ 573.34	\$ 563.28	\$ 1,126.56
76	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU 2.1	EA	16	\$ 3.37	\$ 53.92	\$ 5.92	\$ 94.72
77	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU 2.2	EA	16	\$ 3.37	\$ 53.92	\$ 5.92	\$ 94.72
LOCATION D: CORONER'S OFFICE - TOTAL					\$ 3,154.44		\$ 5,424.08

LOCATION E: SWAP							
78	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 20" X 25" X 1" UNIT NO.: 15001	EA	4	\$ 2.93	\$ 11.72	\$ 5.24	\$ 20.96
LOCATION E: SWAP - TOTAL					\$ 11.72		\$ 20.96

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
LOCATION F: SHERIFF'S RADIO TOWER							
79	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 14" X 25" X 1" UNIT NO.: 36001	EA	4	\$ 2.91	\$ 11.64	\$ 4.94	\$ 19.76
80	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 14" X 25" X 1" UNIT NO.: 36002	EA	4	\$ 2.91	\$ 11.64	\$ 4.94	\$ 19.76
LOCATION F: SHERIFF'S RADIO TOWER - TOTAL					\$ 23.28		\$ 39.52

LOCATION G: JUDICIAL ANNEX							
81	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER FILTER 24" X 24" X 6" WEST - UNIT NO.: AHU 47002	EA	56	\$ 82.66	\$ 4,628.96	\$ 173.26	\$ 9,702.56
82	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER FILTER 24" X 12" X 6" WEST - UNIT NO.: AHU 47002	EA	18	\$ 59.51	\$ 1,071.18	\$ 119.87	\$ 2,157.66
83	MERV 8 PLEATED 24" X 24" X 2" WEST UNIT NO.: AHU 47002	EA	56	\$ 4.71	\$ 263.76	\$ 7.59	\$ 425.04
84	MERV 8 PLEATED 24" X 24" X 2" WEST UNIT NO.: AHU 47002	EA	364	\$ 4.71	\$ 1,714.44	\$ 7.59	\$ 2,762.76
85	MERV 8 PLEATED 24" X 12" X 2" WEST UNIT NO.: AHU 47002	EA	24	\$ 3.25	\$ 78.00	\$ 5.81	\$ 139.44
86	MERV 8 PLEATED 24" X 12" X 2" WEST UNIT NO.: AHU 47002	EA	108	\$ 3.25	\$ 351.00	\$ 5.81	\$ 627.48
87	MERV 8 PLEATED 24" X 24" X 2" WEST UNIT NO.: AHU 47002	EA	56	\$ 4.71	\$ 263.76	\$ 7.59	\$ 425.04
88	BOX FILTER- MERV 14 24" X 24" X 6" EAST UNIT NO.: AHU 47001	EA	56	\$ 82.66	\$ 4,628.96	\$ 156.50	\$ 8,764.00
89	MERV 8 PLEATED 24" X 12" X 2" EAST UNIT NO.: AHU 47001	EA	24	\$ 3.25	\$ 78.00	\$ 5.81	\$ 139.44
90	BOX FILTER- MERV 14 24" X 12" X 6" EAST UNIT NO.: AHU 47001	EA	22	\$ 59.51	\$ 1,309.22	\$ 107.02	\$ 2,354.44
91	MERV 8 PLEATED 24" X 24" X 2" EAST UNIT NO.: AHU 47001	EA	380	\$ 4.71	\$ 1,789.80	\$ 7.59	\$ 2,884.20
92	MERV 8 PLEATED 24" X 12" X 2" EAST UNIT NO.: AHU 47001	EA	100	\$ 3.25	\$ 325.00	\$ 5.81	\$ 581.00
93	PLEATED 16" X 20" X 1" UNIT NO.: VAV'S	EA	300	\$ 3.13	\$ 939.00	\$ 5.64	\$ 1,692.00
94	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 8 7/8" X 19 1/8" X 1" CABINET HEATERS	EA	7	\$ 4.95	\$ 34.65	\$ 4.67	\$ 32.69
LOCATION G: JUDICIAL ANNEX - TOTAL					\$ 17,475.73		\$ 32,687.75

LOCATION H: DIVISION OF TRANSPORTATION							
95	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 1403	EA	36	\$ 4.34	\$ 156.24	\$ 7.13	\$ 256.68
96	MERV 8 PLEATED 16" X 25" X 2" UNIT NO.: 1405	EA	24	\$ 3.91	\$ 93.84	\$ 6.57	\$ 157.68

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
97	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: 1406	EA	24	\$ 3.82	\$ 91.68	\$ 6.47	\$ 155.28
98	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 1409	EA	8	\$ 4.34	\$ 34.72	\$ 7.13	\$ 57.04
99	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: 1410	EA	8	\$ 3.37	\$ 26.96	\$ 5.92	\$ 47.36
100	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 1412	EA	48	\$ 4.34	\$ 208.32	\$ 7.13	\$ 342.24
101	MERV 8 PLEATED 16" X 25" X 2" UNIT NO.: 1413	EA	8	\$ 3.91	\$ 31.28	\$ 6.57	\$ 52.56
102	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: 1414	EA	12	\$ 3.37	\$ 40.44	\$ 5.92	\$ 71.04
103	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: 1414	EA	12	\$ 3.82	\$ 45.84	\$ 6.47	\$ 77.64
104	MERV 8 PLEATED 16" X 20" X 2"	EA	16	\$ 3.37	\$ 53.92	\$ 5.92	\$ 94.72
LOCATION H: DIVISION OF TRANSPORTATION - TOTAL				\$ 783.24			\$ 1,312.24

LOCATION I: ANIMAL CONTROL							
105	MERV 8 PLEATED 16" X 20" X 2" ACU-1	EA	32	\$ 3.37	\$ 107.84	\$ 5.92	\$ 189.44
106	MERV 8 PLEATED 18" X 24" X 2" ACU-1	EA	32	\$ 3.85	\$ 123.20	\$ 6.85	\$ 219.20
107	MERV 8 PLEATED 24" X 24" X 2" ACU-1	EA	32	\$ 4.71	\$ 150.72	\$ 7.59	\$ 242.88
108	MERV 14 MINI PLEAT BEVERAGE BOARD FRAME 95% PLEATED (HI-CAPACITY) 24" X 24" X 4" ACU-1	EA	32	\$ 62.07	\$ 1,986.24	\$ 111.85	\$ 3,579.20
109	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-1	EA	16	\$ 3.82	\$ 61.12	\$ 6.47	\$ 103.52
110	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: RETURN AIR VENTS	EA	198	\$ 3.51	\$ 694.98	\$ 6.12	\$ 1,211.76
LOCATION I: ANIMAL CONTROL - TOTAL				\$ 3,124.10			\$ 5,546.00

LOCATION J: JUDICIAL OFFICE FACILITY							
111	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-1 33027	EA	392	\$ 4.71	\$ 1,846.32	\$ 7.59	\$ 2,975.28
112	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: AHU-1 33027	EA	56	\$ 3.25	\$ 182.00	\$ 5.81	\$ 325.36
113	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-1 33027	EA	28	\$ 4.71	\$ 131.88	\$ 7.59	\$ 212.52
114	4V MERV 13 ULTRA XV 24" X 24" X 12 UNIT NO.: AHU-1 33027	EA	70	\$ 128.43	\$ 8,990.10	\$ 232.38	\$ 16,266.60
115	MERV 13 ULTRA XV 12" X 24" X 12 UNIT NO.: AHU-1 33027	EA	14	\$ 85.50	\$ 1,197.00	\$ 173.64	\$ 2,430.96
116	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2 33028	EA	392	\$ 4.71	\$ 1,846.32	\$ 7.59	\$ 2,975.28
117	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: AHU-2 33028	EA	56	\$ 3.25	\$ 182.00	\$ 5.81	\$ 325.36

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
118	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2 33028	EA	28	\$ 4.71	\$ 131.88	\$ 7.59	\$ 212.52
119	MERV 13 ULTRA XV TRI-DIM ULTRA XV V-CELL OR EQUIVALENT 24" X 24" X 12 UNIT NO.: AHU-2 33028	EA	70	\$ 128.43	\$ 8,990.10	\$ 232.38	\$ 16,266.60
120	MERV 13 ULTRA XV TRI-DIM ULTRA XV V-CELL OR EQUIVALENT 12" X 24" X 12 UNIT NO.: AHU-2 33028	EA	14	\$ 85.50	\$ 1,197.00	\$ 173.64	\$ 2,430.96
121	MERV 8 PLEATED 20" x 24" x 2" UNIT NO.: AHU-5	EA	48	\$ 4.34	\$ 208.32	\$ 7.05	\$ 338.40
122	MERV 8 PLEATED 20" x 20" x 2" UNIT NO.: AHU-5	EA	96	\$ 3.82	\$ 366.72	\$ 6.47	\$ 621.12
123	MERV 11 MINI PLEAT BEVERAGE BOARD FRAME 95% PLEATED (HI-CAPACITY) 20" X 24" X 4" - UNIT NO.: AHU-5	EA	8	\$ 55.95	\$ 447.60	\$ 107.79	\$ 862.32
124	MERV 11 MINI PLEAT BEVERAGE BOARD FRAME 95% PLEATED (HI-CAPACITY) 20" X 20" X 4" - UNIT NO.: AHU-5	EA	16	\$ 54.54	\$ 872.64	\$ 94.61	\$ 1,513.76
125	POTASSIUM PERMANGANATE CARBON FILTERS WITH HEADER 24" X 24" X 12" - UNIT NO.: AHU-5	EA	15	\$ 376.77	\$ 5,651.55	\$ 516.66	\$ 7,749.90
126	TRI-DIM TRI-SORB V. METAL FRAME WITH HEADER POTASSIUM PERMANGANATE CARBON FILTERS WITH HEADER 12" X 24" X 12" - UNIT NO.: AHU-5	EA	5	\$ 309.49	\$ 1,547.45	\$ 432.59	\$ 2,162.95
127	MERV 8 PLEATED 16" X 25" X 2" UNIT NO.: AHU-6 (2) 33032	EA	24	\$ 3.91	\$ 93.84	\$ 6.57	\$ 157.68
128	MERV 8 PLEATED 20" X 16" X 2"	EA	16	\$ 3.37	\$ 53.92	\$ 5.92	\$ 94.72
129	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-7 (3) 33033	EA	16	\$ 3.82	\$ 61.12	\$ 6.47	\$ 103.52
130	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 20" X 16" X 6" UNIT NO.: AHU-7 (3) 33033	EA	4	\$ 64.05	\$ 256.20	\$ 135.99	\$ 543.96
131	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 20" X 20" X 6" UNIT NO.: AHU-7 (3) 33033	EA	4	\$ 69.04	\$ 276.16	\$ 144.67	\$ 578.68
132	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-8 (4) 33034	EA	20	\$ 3.82	\$ 76.40	\$ 6.47	\$ 129.40
133	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: AHU-8 (4) 33034	EA	40	\$ 4.34	\$ 173.60	\$ 7.05	\$ 282.00
134	BOX FILTER- MERV 14 20" X 20" X 6" UNIT NO.: AHU-8 (4) 33034	EA	5	\$ 69.04	\$ 345.20	\$ 144.67	\$ 723.35
135	BOX FILTER- MERV 14 20" X 24" X 6" UNIT NO.: AHU-8 (4) 33034	EA	10	\$ 74.95	\$ 749.50	\$ 172.74	\$ 1,727.40
136	95% BAG FILTERS (22" BAG 6 POCKETS) 20" X 20" UNIT NO.: AHU-9 33078	EA	2	\$ 34.29	\$ 68.58	\$ 52.44	\$ 104.88
137	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-9 33078	EA	8	\$ 3.82	\$ 30.56	\$ 6.47	\$ 51.76
138	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-10 33139	EA	8	\$ 4.71	\$ 37.68	\$ 7.59	\$ 60.72

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
139	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: AHU-10 33139	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
140	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER - 24" X 24" X 4" UNIT NO.: AHU-10 33139	EA	4	\$ 62.07	\$ 248.28	\$ 137.00	\$ 548.00
141	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER - 12" X 24" X 4" UNIT NO.: AHU-10 33139	EA	6	\$ 44.20	\$ 265.20	\$ 99.23	\$ 595.38
142	MERV 8 PLEATED 28 1/2" X 29 1/2" X 4" UNIT NO.: LIEBERT #1 (5) 33064	EA	4	\$ 39.86	\$ 159.44	\$ 11.93	\$ 47.72
143	MERV 8 PLEATED 20" X 25" X 4" UNIT NO.: LIEBERT #2 (5) 33065	EA	8	\$ 9.23	\$ 73.84	\$ 12.47	\$ 99.76
144	MERV 8 PLEATED 16" X 20" X 4" UNIT NO.: LIEBERT #2 (5) 33065	EA	20	\$ 7.59	\$ 151.80	\$ 10.54	\$ 210.80
145	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-1 33134	EA	6	\$ 3.51	\$ 21.06	\$ 6.12	\$ 36.72
146	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-2 33035	EA	6	\$ 3.51	\$ 21.06	\$ 6.12	\$ 36.72
147	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-3 33136	EA	6	\$ 3.51	\$ 21.06	\$ 6.12	\$ 36.72
148	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-4 33137	EA	6	\$ 3.51	\$ 21.06	\$ 6.12	\$ 36.72
LOCATION J: JUDICIAL OFFICE FACILITY - TOTAL					\$ 37,033.44		\$ 63,946.22

LOCATION K: HEALTH DEPARTMENT							
149	6 POCKET 95% BAG FILTER 24" X 24" X 22" UNIT NO.: S-1 19005	EA	24	\$ 31.20	\$ 748.80	\$ 57.84	\$ 1,388.16
150	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-1 19005	EA	96	\$ 4.71	\$ 452.16	\$ 7.59	\$ 728.64
151	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-2 19006	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
152	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-2 19006	EA	36	\$ 4.71	\$ 169.56	\$ 7.59	\$ 273.24
153	6 POCKET 95% BAG FILTER 12" X 24" X 22" UNIT NO.: S-2 19006	EA	3	\$ 31.70	\$ 95.10	\$ 34.79	\$ 104.37
154	6 POCKET 95% BAG FILTER 24" X 24" X 22" UNIT NO.: S-2 19006	EA	9	\$ 31.20	\$ 280.80	\$ 57.84	\$ 520.56
155	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: RT-1 19062	EA	40	\$ 4.34	\$ 173.60	\$ 7.05	\$ 282.00
156	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: RT-2 19063	EA	40	\$ 4.34	\$ 173.60	\$ 7.05	\$ 282.00
157	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: UNIT-1 19019	EA	40	\$ 4.34	\$ 173.60	\$ 7.05	\$ 282.00
158	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: UNIT-2 19020	EA	72	\$ 4.34	\$ 312.48	\$ 7.13	\$ 513.36
159	FIBERGLASS MEDIA CHIPBOARD FRAME PURULATOR MODEL F312 OR EQUAL 16" X 20" X 1" UNIT NO.: VAV BOXES	EA	6	\$ 2.91	\$ 17.46	\$ 5.01	\$ 30.06

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
LOCATION K: HEALTH DEPARTMENT - TOTAL					\$ 2,636.16		\$ 4,474.11

LOCATION L: DUPAGE CARE CENTER							
160	MERV 8 PLEATED 12" X 24" X 2" ROOM G17 UNIT NO.: S-4 04032	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72
161	MERV 8 PLEATED 24" X 24" X 2" ROOM G17 UNIT NO.: S-4 04032	EA	12	\$ 4.71	\$ 56.52	\$ 7.59	\$ 91.08
162	4 POCKET 95% BAG FILTER 12" X 24 X 22" ROOM G17 UNIT NO.: S-4 04032	EA	3	\$ 23.53	\$ 70.59	\$ 39.11	\$ 117.33
163	6 POCKET 95% BAG FILTER 12" X 24" X 22" ROOM G17 UNIT NO.: S-4 04032	EA	3	\$ 31.70	\$ 95.10	\$ 39.11	\$ 117.33
164	MERV 8 PLEATED 24" X 24" X 2" ROOM G15 UNIT NO.: S-1 (up-stream) 04001	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
165	6 POCKET 95% POLY BAG 24" X 24" X 22" ROOM G15 UNIT NO.: S-1 (up-stream) 04001	EA	6	\$ 31.20	\$ 187.20	\$ 57.84	\$ 347.04
166	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-2 (up-stream) 04002	EA	64	\$ 4.71	\$ 301.44	\$ 7.59	\$ 485.76
167	6 POCKET 95% POLY BAG 24" X 24" X 22" UNIT NO.: S-2 (up-stream) 04002	EA	16	\$ 31.20	\$ 499.20	\$ 57.84	\$ 925.44
168	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-1 04050	EA	16	\$ 4.71	\$ 75.36	\$ 7.59	\$ 121.44
169	95% AEROCELLS W/O HEADER PUROLATOR AEROCELL OR EQUAL 24" X 24" X 12" UNIT NO.: S-1 04050	EA	4	\$ 86.53	\$ 346.12	\$ 143.07	\$ 572.28
170	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-2	EA	4	\$ 3.25	\$ 13.00	\$ 5.81	\$ 23.24
171	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-2	EA	4	\$ 4.71	\$ 18.84	\$ 7.59	\$ 30.36
172	95% AEROCELLS W/O HEADER PUROLATOR AEROCELL OR EQUAL 12" X 24" X 12" UNIT NO.: S-2	EA	1	\$ 63.25	\$ 63.25	\$ 119.54	\$ 119.54
173	95% AEROCELLS W/O HEADER 24" X 24" X 12" UNIT NO.: S-2	EA	1	\$ 86.53	\$ 86.53	\$ 143.07	\$ 143.07
174	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: S-5 04066	EA	32	\$ 4.34	\$ 138.88	\$ 7.13	\$ 228.16
175	MERV 14 20" X 25" X 2" UNIT NO.: S-5 04066	EA	8	\$ 32.61	\$ 260.88	\$ 90.96	\$ 727.68
176	GALVANIZED METAL MESH PANEL 26 1/4" X 26 1/2" X 1" UNIT NO.: S-2 04119	EA	8	\$ 115.30	\$ 922.40	\$ 83.96	\$ 671.68
177	GALVANIZED METAL MESH PANEL 20" X 25" X 2" UNIT NO.: S-2 04119	EA	16	\$ 39.83	\$ 637.28	\$ 84.90	\$ 1,358.40
178	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: S-3 04104	EA	24	\$ 3.37	\$ 80.88	\$ 5.92	\$ 142.08
179	MERV 14 PLASTIC FRAME WITHOUT HEADER OR EQUAL 16" X 20" X 4" UNIT NO.: S-3 04104	EA	6	\$ 60.00	\$ 360.00	\$ 105.60	\$ 633.60
180	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: S-4 04065	EA	24	\$ 4.34	\$ 104.16	\$ 7.13	\$ 171.12

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
181	MERV 14 PLASTIC FRAME WITHOUT HEADER OR EQUAL 20" X 25" X 4" UNIT NO.: S-4 04065	EA	6	\$ 69.01	\$ 414.06	\$ 127.26	\$ 763.56
182	MERV 8 PLEATED 20" X 25" X 2" RDR UNIT NO.: ROOF TOP	EA	24	\$ 4.34	\$ 104.16	\$ 7.13	\$ 171.12
183	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-6 04106	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
184	6 POCKET 95% BAGS 24" X 24" X 26" UNIT NO.: S-6 04106	EA	6	\$ 33.34	\$ 200.04	\$ 61.22	\$ 367.32
185	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: RETURN	EA	6	\$ 4.71	\$ 28.26	\$ 7.59	\$ 45.54
186	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-7 04108	EA	32	\$ 4.71	\$ 150.72	\$ 7.59	\$ 242.88
187	6 POCKET 95% BAGS 24" X 24" X 26" UNIT NO.: S-7 04108	EA	8	\$ 33.34	\$ 266.72	\$ 57.84	\$ 462.72
188	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: RETURN	EA	8	\$ 4.71	\$ 37.68	\$ 7.59	\$ 60.72
189	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-8 04110	EA	32	\$ 4.71	\$ 150.72	\$ 7.59	\$ 242.88
190	6 POCKET 95% BAGS 24" X 24" X 26" UNIT NO.: S-8 04110	EA	8	\$ 33.34	\$ 266.72	\$ 57.84	\$ 462.72
191	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 12" X 24" X 4" UNIT NO.: AHU-1 (EAST WING) 04151	EA	20	\$ 7.62	\$ 152.40	\$ 10.59	\$ 211.80
192	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 24" X 24" X 4" UNIT NO.: AHU-1 (EAST WING) 04151	EA	40	\$ 9.78	\$ 391.20	\$ 13.07	\$ 522.80
193	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 6" UNIT NO.: 2ND GLIDE PAK SIDE ACCESS BLD	EA	15	\$ 82.66	\$ 1,239.90	\$ 173.26	\$ 2,598.90
194	MERV 14 MINI PLEAT PLASTIC FRAME WITHOUT HEADER OR EQUAL BOX FILTER 12" X 24" X 6" UNIT NO.: 2ND GLIDE PAK SIDE ACCESS BLD	EA	5	\$ 59.51	\$ 297.55	\$ 130.96	\$ 654.80
195	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 24" X 24" X 4" UNIT NO.: RETURN	EA	10	\$ 9.78	\$ 97.80	\$ 13.07	\$ 130.70
196	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 12" X 24" X 4" UNIT NO.: RETURN	EA	5	\$ 7.62	\$ 38.10	\$ 10.59	\$ 52.95
197	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	16	\$ 4.71	\$ 75.36	\$ 7.59	\$ 121.44
198	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	16	\$ 3.25	\$ 52.00	\$ 5.81	\$ 92.96
199	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	4	\$ 82.66	\$ 330.64	\$ 156.50	\$ 626.00
200	BOX FILTER- MERV 14 12" X 24" X 6" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	4	\$ 59.51	\$ 238.04	\$ 107.02	\$ 428.08

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
201	PURULATOR MODEL F312 PLEATED 7 1/2" X 25 3/4" X 1" UNIT NO.: INDUCTION UNITS	EA	12	\$ 8.58	\$ 102.96	\$ 5.71	\$ 68.52
202	PURULATOR MODEL F312 PLEATED 7 1/2" X 41 1/2" X 1" UNIT NO.: INDUCTION UNITS	EA	4	\$ 8.58	\$ 34.32	\$ 6.28	\$ 25.12
203	PURULATOR MODEL F312 PLEATED 7 1/2" X 43 1/2" X 1" UNIT NO.: INDUCTION UNITS	EA	4	\$ 8.64	\$ 34.56	\$ 7.09	\$ 28.36
204	PURULATOR MODEL F312 PLEATED 7 1/2" X 48 3/4" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 8.64	\$ 207.36	\$ 7.39	\$ 177.36
205	PURULATOR MODEL F312 PLEATED 7 1/2" X 31" X 1" UNIT NO.: INDUCTION UNITS	EA	72	\$ 5.36	\$ 385.92	\$ 6.35	\$ 457.20
206	PURULATOR MODEL F312 PLEATED 7 1/2" X 57 1/2" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 9.28	\$ 222.72	\$ 7.94	\$ 190.56
207	PURULATOR MODEL F312 PLEATED 11" X 53" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 10.19	\$ 244.56	\$ 7.75	\$ 186.00
208	PURULATOR MODEL F312 PLEATED 10" X 40" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 9.28	\$ 222.72	\$ 8.17	\$ 196.08
209	PURULATOR MODEL F312 PLEATED 10" X 28" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 8.64	\$ 207.36	\$ 7.31	\$ 175.44
210	PURULATOR MODEL F312 PLEATED 7 1/2" X 43 1/2" X 1" EAST UNIT NO.: INDUCTION	EA	24	\$ 8.64	\$ 207.36	\$ 7.09	\$ 170.16
211	PURULATOR MODEL F312 PLEATED 11" X 45 3/4" X 1" EAST UNIT NO.: INDUCTION	EA	24	\$ 10.19	\$ 244.56	\$ 7.33	\$ 175.92
212	PURULATOR MODEL F312 PLEATED 7 1/2" X 20" X 1" UNIT NO.: HVAC UNITS	EA	50	\$ 5.04	\$ 252.00	\$ 5.43	\$ 271.50
LOCATION L: DUPAGE CARE CENTER - TOTAL					\$ 11,481.18		\$ 17,842.78

LOCATION M: POWER PLANT							
213	MERV 8 PLEATED 14.5" X 19 3/4" X 2" UNIT NO.: 3057	EA	8	\$ 5.86	\$ 46.88	\$ 6.72	\$ 53.76
214	PURULATOR MODEL F312 PLEATED 8" X 43" X 1" UNIT NO.: 3087	EA	4	\$ 8.72	\$ 34.88	\$ 8.20	\$ 32.80
215	PURULATOR MODEL F312 PLEATED 20" x 25" x 1" UNIT NO.: 3065	EA	8	\$ 3.11	\$ 24.88	\$ 6.57	\$ 52.56
216	PURULATOR MODEL F312 PLEATED 13 1/4" X 39 1/4" X 1" UNIT NO.: 3061	EA	4	\$ 10.19	\$ 40.76	\$ 6.29	\$ 25.16
217	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3069	EA	32	\$ 4.34	\$ 138.88	\$ 7.13	\$ 228.16
218	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3070	EA	32	\$ 4.34	\$ 138.88	\$ 7.13	\$ 228.16

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
219	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3071	EA	32	\$ 4.34	\$ 138.88	\$ 7.13	\$ 228.16
220	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3072	EA	16	\$ 4.34	\$ 69.44	\$ 7.13	\$ 114.08
LOCATION M: POWER PLANT - TOTAL					\$ 633.48		\$ 962.84

LOCATION N: JAIL ADDITION							
221	MERV 8 PLEATED 24" X 20" X 2" UNIT NO.: S-1 FAN 29515	EA	80	\$ 4.34	\$ 347.20	\$ 7.05	\$ 564.00
222	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: S-1 FAN 29515	EA	16	\$ 3.37	\$ 53.92	\$ 5.92	\$ 94.72
223	6 POCKET 85% BAG 24" X 20" X 22" UNIT NO.: S-1 FAN 29515	EA	12	\$ 34.79	\$ 417.48	\$ 53.45	\$ 641.40
224	6 POCKET 85% BAG 20" X 20" X 22" UNIT NO.: S-1 FAN 29515	EA	12	\$ 34.29	\$ 411.48	\$ 52.44	\$ 629.28
225	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: S-2 FAN 29518	EA	24	\$ 4.34	\$ 104.16	\$ 7.13	\$ 171.12
226	*HEPA DOUBLEM HEADERS TRI-DIM MODEL 71711232301 HEPA 99.97% OR EQUIVALENT 24" X 24" X 11 1/2" UNIT NO.: S-2 FAN 29518	EA	6	\$ 399.69	\$ 2,398.14	\$ 386.51	\$ 2,319.06
LOCATION N: JAIL ADDITION - TOTAL					\$ 3,732.38		\$ 4,419.58

LOCATION O: DOT HIGHWAY GARAGE							
227	PLEATED MERV 8 20" X 20" X 2" UNIT NO.: MAU-1 TRUCK BAY AREA WEST 28016	EA	48	\$ 3.82	\$ 183.36	\$ 6.47	\$ 310.56
228	PLEATED MERV 8 20" X 20" X 2" UNIT NO.: MAU-2 AUTO BAY AREA 28017	EA	48	\$ 3.82	\$ 183.36	\$ 6.47	\$ 310.56
229	PLEATED MERV 8 20" X 20" X 2" UNIT NO.: MAU-3 TRUCK BAY AREA EAST 28018	EA	48	\$ 3.82	\$ 183.36	\$ 6.47	\$ 310.56
230	PLEATED MERV 8 20" X 25" X 2" UNIT NO.: RTU-1 BREAKROOM/ PARTS 28019	EA	16	\$ 4.34	\$ 69.44	\$ 7.13	\$ 114.08
231	PLEATED MERV 8 20" X 25" X 2" UNIT NO.: RTU-2 OFFICE AREA/ PARTS 28020	EA	16	\$ 4.34	\$ 69.44	\$ 7.13	\$ 114.08
232	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 12" X 12" X 1" UNIT NO.: BOILER-1 28001	EA	4	\$ 3.22	\$ 12.88	\$ 6.19	\$ 24.76
233	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 12" X 12" X 1" UNIT NO.: BOILER-2 28002	EA	4	\$ 3.22	\$ 12.88	\$ 6.19	\$ 24.76
LOCATION O: DOT HIGHWAY GARAGE- TOTAL					\$ 714.72		\$ 1,209.36

LOCATION P: MUSEUM							
234	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: 20011	EA	12	\$ 3.25	\$ 39.00	\$ 5.81	\$ 69.72

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
235	PLEATED MERV 8 24" X 24" X 2" UNIT NO.: 20011	EA	8	\$ 4.71	\$ 37.68	\$ 7.59	\$ 60.72
236	MERV 15 MINI PLEAT PLASTIC FRAME WITH HEADER - 95% PLEATED CAPACITY) 12" X 24" X 4" UNIT NO.: 20011	(HI- EA	3	\$ 60.16	\$ 180.48	\$ 99.23	\$ 297.69
237	MERV 15 MINI PLEAT PLASTIC FRAME WITH HEADER 95% PLEATED (HI- CAPACITY) 24" X 24" X 4" UNIT NO.: 20011	EA	4	\$ 80.91	\$ 323.64	\$ 133.19	\$ 532.76
LOCATION P: MUSEUM - TOTAL					\$ 580.80		\$ 960.89

LOCATION Q: C.A.N.E.C.							
238	MERV 15 MINI PLEAT BEVERAGE BOARD 95% PLEATED (HI-CAPACITY) 20" X 20" X 4" UNIT NO.: 55001	EA	20	\$ 54.54	\$ 1,090.80	\$ 96.18	\$ 1,923.60
239	MERV 15 MINI PLEAT BEVERAGE BOARD 95% PLEATED (HI-CAPACITY) 20" X 24" X 4" UNIT NO.: 55001	EA	20	\$ 55.95	\$ 1,119.00	\$ 104.05	\$ 2,081.00
LOCATION Q: C.A.N.E.C. - TOTAL					\$ 2,209.80		\$ 4,004.60

LOCATION R: STANDBY POWER FACILITY							
240	PLEATED MERV 8 18" X 25" X 2" UNIT NO.: 58015	EA	4	\$ 4.31	\$ 17.24	\$ 7.08	\$ 28.32
241	PLEATED MERV 8 16" X 25" X 2" UNIT NO.: 58016	EA	16	\$ 3.91	\$ 62.56	\$ 6.57	\$ 105.12
LOCATION R: STANDBY POWER FACILITY - TOTAL					\$ 79.80		\$ 133.44

LOCATION S: DU-COMM							
242	PLEATED MERV 8 24" X 24" X 2" UNIT NO.: AHU-1	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
243	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: AHU-1	EA	8	\$ 3.25	\$ 26.00	\$ 5.81	\$ 46.48
244	95% PLEATED (HI-CAPACITY) 24" X 24" X 4" UNIT NO.: AHU-1	EA	12	\$ 62.07	\$ 744.84	\$ 13.07	\$ 156.84
245	95% PLEATED (HI-CAPACITY) 12" X 24" X 4" UNIT NO.: AHU-1	EA	4	\$ 44.20	\$ 176.80	\$ 10.59	\$ 42.36
246	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: AHU-2	EA	48	\$ 3.25	\$ 156.00	\$ 5.81	\$ 278.88
247	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: AHU-3	EA	72	\$ 3.25	\$ 234.00	\$ 5.81	\$ 418.32
248	PLEATED MERV 8 17" X 15" X 1" UNIT NO.: FPB-108	EA	2	\$ 14.27	\$ 28.54	\$ 6.24	\$ 12.48
249	PLEATED MERV 8 17" X 15" X 1" UNIT NO.: FPB-120	EA	2	\$ 14.27	\$ 28.54	\$ 6.24	\$ 12.48
250	PLEATED MERV 8 14" X 12" X 1" UNIT NO.: FPB-121	EA	2	\$ 14.27	\$ 28.54	\$ 5.11	\$ 10.22
251	PLEATED MERV 8 17" X 15" X 1" UNIT NO.: FPB-147	EA	2	\$ 14.27	\$ 28.54	\$ 6.24	\$ 12.48
252	PLEATED MERV 8 16" X 16" X 2" UNIT NO.: FCU-203.1	EA	4	\$ 3.40	\$ 13.60	\$ 5.96	\$ 23.84

NO.	ITEM	UOM	QTY	AIR FILTER SOLUTIONS LLC		FLORENCE FILTER CORPORATION	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
253	PLEATED MERV 8 16" X 20" X 2" UNIT NO.: FCU-206.1	EA	4	\$ 3.37	\$ 13.48	\$ 5.92	\$ 23.68
254	PLEATED MERV 8 16" X 16" X 2" UNIT NO.: FCU-203.2	EA	4	\$ 3.40	\$ 13.60	\$ 5.96	\$ 23.84
255	PLEATED MERV 8 16" X 20" X 2" UNIT NO.: FCU-206.2	EA	4	\$ 3.37	\$ 13.48	\$ 5.92	\$ 23.68
256	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRUCU-1	EA	4	\$ 9.23	\$ 36.92	\$ 12.47	\$ 49.88
257	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRUCU-2	EA	4	\$ 9.23	\$ 36.92	\$ 12.47	\$ 49.88
258	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRUCU-3	EA	4	\$ 9.23	\$ 36.92	\$ 12.47	\$ 49.88
259	PLEATED MERV 8 16" X 25" X 4" UNIT NO.: CRUCU-3	EA	4	\$ 8.08	\$ 32.32	\$ 11.29	\$ 45.16
260	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRUCU-4	EA	4	\$ 9.23	\$ 36.92	\$ 12.47	\$ 49.88
261	PLEATED MERV 8 16" X 25" X 4" UNIT NO.: CRUCU-4	EA	4	\$ 8.08	\$ 32.32	\$ 11.29	\$ 45.16
262	PLEATED MERV 8 8-11/16"x 31-3/4" x15/32" UNIT NO.: UNIT NO.: CUH-120	EA	2	\$ 17.82	\$ 35.64	\$ 6.46	\$ 12.92
263	PLEATED MERV 8 8-11/16"x 31-3/4" x15/32" UNIT NO.: UNIT NO.: CUH-122	EA	2	\$ 17.82	\$ 35.64	\$ 6.46	\$ 12.92
264	PLEATED MERV 8 8-11/16"x 31-3/4" x15/32" UNIT NO.: UNIT NO.: CUH-166	EA	2	\$ 17.82	\$ 35.64	\$ 6.46	\$ 12.92
LOCATION S: DU-COMM - TOTAL					\$ 1,938.24		\$ 1,596.34

LOCATION T: OFFICE OF EMERGENCY MANAGEMENT							
265	PLEATED MERV 8 24" X 24" X 2" UNIT NO.: AHU-3	EA	24	\$ 4.71	\$ 113.04	\$ 7.59	\$ 182.16
266	PLEATED MERV 8 24" X 24" X 4" UNIT NO.: AHU-4	EA	8	\$ 9.78	\$ 78.24	\$ 13.07	\$ 104.56
267	PLEATED MERV 8 20" X 24" X 2" UNIT NO.: AHU-4	EA	16	\$ 4.34	\$ 69.44	\$ 7.05	\$ 112.80
LOCATION T: OFFICE OF EMERGENCY MANAGEMENT - TOTAL					\$ 260.72		\$ 399.52

GRAND TOTAL **\$ 128,262.56**

\$ 209,006.23

NOTES:
1. Filter Services, Inc. was deemed nonresponsible due to not meeting the specifications for Item No. 125: POTASSIUM PERMANGANATE CARBON FILTERS WITH HEADER 24" X 24" X 12" - UNIT NO.: AHU-5, and Item No. 126: TRI-DIM TRI-SORB V. METAL FRAME WITH HEADER POTASSIUM PERMANGANATE CARBON FILTERS WITH HEADER 12" X 24" X 12" - UNIT NO.: AHU-5.
2. Chicago Filter Supply Inc. was deemed nonresponsible due to not meeting the specifications for Item No. 125: POTASSIUM PERMANGANATE CARBON FILTERS WITH HEADER 24" X 24" X 12" - UNIT NO.: AHU-5, and Item No. 126: TRI-DIM TRI-SORB V. METAL FRAME WITH HEADER POTASSIUM PERMANGANATE CARBON FILTERS WITH HEADER 12" X 24" X 12" - UNIT NO.: AHU-5.

Bid Opening 06/06/23 @ 2:30 PM	DW, MP
Invitations Sent	58
Total Vendors Requesting Documents	3
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 Air Filter Solutions, LLC, located at 519 Senon Drive, Lemont, IL 60439, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-053-FM which became effective on 9/27/2023 and which will expire 9/26/2024. The contract is subject to a first of three (3) options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 9/26/2025.

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 _____
Kurt M. Bolin
 PRINTED NAME

 President
 PRINTED TITLE

 6/12/24
 DATE

SIGNATURE _____
 Henry Kocker
 PRINTED NAME

 Buyer I
 PRINTED TITLE

 DATE

AIR FILTERS FOR COUNTY FACILITIES
23-053-FM
BID FORM PRICING UPDATED 5.26.23

BID FORM PRICING UPDATED 05.26.23

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
LOCATION A: JTK ADMINISTRATION BUILDING					
1	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-1 01012	EA	200	\$ 4.71	\$ 942.00
2	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-2 01013	EA	200	\$ 4.71	\$ 942.00
3	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-3 01058	EA	240	\$ 4.71	\$ 1,130.40
4	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-4 (6) 01059	EA	80	\$ 4.71	\$ 376.80
5	MERV 8 PLEATED 16" x 25" x 4" UNIT NO: CR-1 01015	EA	12	\$ 8.08	\$ 96.96
6	MERV 8 PLEATED 16" x 25" x 4" UNIT NO: CR-2 01016	EA	12	\$ 8.08	\$ 96.96
7	MERV 8 PLEATED 16" x 25" x 4" UNIT NO: CR-3 01017	EA	12	\$ 8.08	\$ 96.96
8	MERV 8 PLEATED 24" x 18" x 2" UNIT NO: CR-4	EA	6	\$ 4.06	\$ 24.36
9	PURALATOR FACET - AIRE 3 OR EQUAL MODEL F312 OR EQUAL 14" X 20" X 1" UNIT NO: UPS 01032	PURALATOR EA	144	\$ 2.91	\$ 419.04
LOCATION A: JTK ADMINISTRATION BUILDING - TOTAL					\$ 4,125.48
LOCATION B: JAIL/SHERIFF DEPARTMENT					
10	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-1 29024	EA	128	\$ 4.71	\$ 602.88
11	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-1 29024	EA	12	\$ 4.71	\$ 56.52
12	Airguard V-Force MERV 13 style Plastic Frame With Header 20" x 24" x 12" UNIT NO: S-1 29024	Double V- EA	12	\$ 71.31	\$ 855.72
13	Airguard V-Force MERV 13 style Plastic Frame With Header 20" x 24" x 12" UNIT NO: S-1 29024	Double V- EA	3	\$ 71.31	\$ 213.93
14	MERV 8 PLEATED 24" x 24" x 2" UNIT NO: S-2 29026	EA	60	\$ 4.71	\$ 282.60
15	MERV 8 PLEATED 12" x 24" x 2" UNIT NO: S-2 29026	EA	12	\$ 3.25	\$ 39.00
16	PLEATED MERV 14 PLEAT BEVERAGE BOARD FRAME 24" X 24" X 4" S-2 29026	MINI EA	15	\$ 62.07	\$ 931.05
17	PLEATED MERV 14 PLEAT BEVERAGE BOARD FRAME 12" X 24" X 4" S-2 29026	MINI EA	3	\$ 44.20	\$ 132.60
18	MERV 8 PLEATED PLEAT BEVERAGE BOARD FRAME 24" X 24" X 2" UNIT NO.: UNIT NO.: S-3 29028	MINI EA	60	\$ 36.17	\$ 2,170.20

AIR FILTERS FOR COUNTY FACILITIES
23-053-FM
BID FORM PRICING UPDATED 5.26.23

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	
19	MERV 8 PLEATED PLEAT BEVERAGE BOARD FRAME 12" X 24" X 2" UNIT NO.: UNIT NO.: S-3 29028	EA	20	\$ 26.78	\$ 535.60	
20	PLEATED MERV 14 PLEAT BEVERAGE BOARD FRAME 24" X 24" X 4" UNIT NO.: UNIT NO.: S-3 29028	EA	15	\$ 62.07	\$ 931.05	
21	PLEATED MERV 14 PLEAT BEVERAGE BOARD FRAME 12" X 24" X 4" UNIT NO.: UNIT NO.: S-3 29028	EA	5	\$ 44.20	\$ 221.00	
22	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-4 29030	EA	128	\$ 4.71	\$ 602.88	
23	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-4 29030	EA	12	\$ 3.25	\$ 39.00	
24	Airguard V-Force MERV 13 20" X 24" X 12" UNIT NO.: S-4 29030	EA	12	\$ 71.31	\$ 855.72	
25	Airguard V-Force MERV 13 12" X 24" X 12" UNIT NO.: S-4 29030	EA	3	\$ 54.28	\$ 162.84	
26	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-5 29032	EA	24	\$ 4.71	\$ 113.04	
27	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-5 29032	EA	12	\$ 3.25	\$ 39.00	
28	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-6 29034	EA	36	\$ 4.71	\$ 169.56	
29	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-6 29034	EA	12	\$ 3.25	\$ 39.00	
30	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-7 & 7A 29021	EA	76	\$ 4.71	\$ 357.96	
31	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-7 & 7A 29021	EA	12	\$ 3.25	\$ 39.00	
32	HEPA DIM MODEL 71711232301 HEPA 99.97% OR EQUIVALENT 24" X 24" X 11.5" UNIT NO.: S-7 & 7A 29021	EA	13	\$ 399.69	\$ 5,195.97	
33	HEPA DIM MODEL 71711232301 HEPA 99.97% OR EQUIVALENT 12" X 24" X 11.5" UNIT NO.: S-7 & 7A 29021	EA	3	\$ 258.83	\$ 776.49	
34	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU-1 29115	EA	64	\$ 3.37	\$ 215.68	
35	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2 29117	EA	24	\$ 4.71	\$ 113.04	
36	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: AHU-2 29117	EA	8	\$ 4.34	\$ 34.72	
37	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER FILTER 24" X 24" X 6" UNIT NO.: AHU-2 29117	BOX	EA	6	\$ 82.66	\$ 495.96

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
38	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 20" X 24" X 6" UNIT NO.: AHU-2 29117	EA	2	\$ 74.95	\$ 149.90
39	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU-3 29119	EA	64	\$ 3.37	\$ 215.68
40	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-4 29120	EA	120	\$ 4.71	\$ 565.20
41	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 6" UNIT NO.: AHU-4 29120	EA	30	\$ 82.66	\$ 2,479.80
42	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-5 29121	EA	120	\$ 4.71	\$ 565.20
43	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 6" UNIT NO.: AHU-5 29121	EA	30	\$ 82.66	\$ 2,479.80
44	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-6 29122	EA	120	\$ 4.71	\$ 565.20
45	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 6" UNIT NO.: AHU-6 29122	EA	30	\$ 82.66	\$ 2,479.80
46	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-7 29123	EA	120	\$ 4.71	\$ 565.20
47	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU-7 29123	EA	30	\$ 82.66	\$ 2,479.80
48	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-8 29124	EA	120	\$ 4.71	\$ 565.20
49	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU-8 29124	EA	30	\$ 82.66	\$ 2,479.80
50	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-9 29154	EA	8	\$ 4.71	\$ 37.68
51	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU-9 29154	EA	2	\$ 82.66	\$ 165.32
52	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: AHU- 10 29155	EA	8	\$ 4.71	\$ 37.68
53	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU- 10 29155	EA	24	\$ 4.71	\$ 113.04
54	BOX FILTER- MERV 14 20" X 24" X 6" UNIT NO.: AHU- 10 29155	EA	2	\$ 74.95	\$ 149.90
55	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: AHU- 10 29155	EA	6	\$ 82.66	\$ 495.96
56	MERV 8 PLEATED 24" X 24" X 4" UNIT NO.: F-13 29135	EA	144	\$ 9.78	\$ 1,408.32
57	MERV 8 PLEATED 20" X 24" X 2" ELV MACH RM. 1,2 & 3	EA	48	\$ 4.34	\$ 208.32

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
58	MERV 8 PLEATED 16" X 20 X 1" Actual Size: 15-1/2" X 19-1/2" X 3/4" UNIT NO.: Cicil AC Unit 29525	EA	8	\$ 3.13	\$ 25.04
59	MERV 8 PLEATED 25" X 20" X 4" UNIT NO.: CRU-1 29150	EA	8	\$ 9.08	\$ 72.64
60	MERV 8 PLEATED 25" X 16" X 4" UNIT NO.: CRU-1 29150	EA	4	\$ 8.08	\$ 32.32
61	MERV 8 PLEATED 25" X 20" X 4" UNIT NO.: CRU-2 29151	EA	8	\$ 9.08	\$ 72.64
62	MERV 8 PLEATED 25" X 16" X 4" UNIT NO.: CRU-2 29151	EA	4	\$ 8.08	\$ 32.32
63	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: LAUN- DRY MAKE- UP 29128	EA	20	\$ 4.71	\$ 94.20
64	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: LAUN- DRY MAKE- UP 29128	EA	20	\$ 3.25	\$ 65.00
LOCATION B: JAIL/SHERIFF DEPARTMENT - TOTAL					\$ 34,822.97
LOCATION C: BUILDING #02					
65	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: AHU-1	EA	48	\$ 4.34	\$ 208.32
66	MERV 8 PLEATED 24" X 24" X 4" UNIT NO.: ENERGY WHEEL	EA	32	\$ 9.78	\$ 312.96
67	MERV 8 PLEATED 24" X 24" X 4" UNIT NO.: ENERGY WHEEL	EA	32	\$ 9.78	\$ 312.96
68	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2	EA	24	\$ 4.71	\$ 113.04
69	ACTIVE CARBON HONEYCOMB BEVERAGE BOARD (NOT PLEATED, HONEYCOMB STYLE) 24" X 24" X 2" UNIT NO.: AHU-3	EA	24	\$ 103.90	\$ 2,493.60
LOCATION C: BUILDING #02 - TOTAL					\$ 3,440.88
LOCATION D: CORONER'S OFFICE					
70	MERV 8 PLEATED 16" X 32" X 2" UNIT NO.: AHU 1.1	EA	8	\$ 26.60	\$ 212.80
71	HEPA 24" X 11.5" TRI- DIM ALUMMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 24" X 24" X 2" UNIT NO.: AHU 1.1	EA	2	\$ 368.58	\$ 737.16
72	HEPA 12" X 11.5" TRI- DIM ALUMMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 12" X 24" X 2" UNIT NO.: AHU 1.1	EA	2	\$ 286.67	\$ 573.34
73	MERV 8 PLEATED 16" X 32" X 2" UNIT NO.: AHU 1.2	EA	8	\$ 26.60	\$ 212.80
74	HEPA 24" X 11.5" TRI- DIM ALUMMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 24" X 24" X 2" UNIT NO.: AHU 1.2	EA	2	\$ 368.58	\$ 737.16

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
75	HEPA 24" X 12" X 11.5" TRI- DIM ALUMMINUM FRAME KNIFE EDGE GEL SEAL 99.99% 12" X 24" X 2" UNIT NO.: AHU 1.2	EA	2	\$ 286.67	\$ 573.34
76	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU 2.1	EA	16	\$ 3.37	\$ 53.92
77	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: AHU 2.2	EA	16	\$ 3.37	\$ 53.92
LOCATION D: CORONER'S OFFICE - TOTAL					\$ 3,154.44
LOCATION E: SHERIFF'S WORK ALTERNATIVE PROGRAM (SWAP)					
78	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 20" X 25" X 1" UNIT NO.: 15001	EA	4	\$ 2.93	\$ 11.72
LOCATION E: SWAP - TOTAL					\$ 11.72
LOCATION F: SHERIFF'S RADIO TOWER					
79	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 14" X 25" X 1" UNIT NO.: 36001	EA	4	\$ 2.91	\$ 11.64
80	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 14" X 25" X 1" UNIT NO.: 36002	EA	4	\$ 2.91	\$ 11.64
LOCATION F: SHERIFF'S RADIO TOWER - TOTAL					\$ 23.28
LOCATION G: JUDICIAL ANNEX					
81	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 6" WEST UNIT NO.: AHU 47002	EA	56	\$ 82.66	\$ 4,628.96
82	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 12" X 6" WEST UNIT NO.: AHU 47002	EA	18	\$ 59.51	\$ 1,071.18
83	MERV 8 PLEATED 24" X 24" X 2" WEST UNIT NO.: AHU 47002	EA	56	\$ 4.71	\$ 263.76
84	MERV 8 PLEATED 24" X 24" X 2" WEST UNIT NO.: AHU 47002	EA	364	\$ 4.71	\$ 1,714.44
85	MERV 8 PLEATED 24" X 12" X 2" WEST UNIT NO.: AHU 47002	EA	24	\$ 3.25	\$ 78.00
86	MERV 8 PLEATED 24" X 12" X 2" WEST UNIT NO.: AHU 47002	EA	108	\$ 3.25	\$ 351.00
87	MERV 8 PLEATED 24" X 24" X 2" WEST UNIT NO.: AHU 47002	EA	56	\$ 4.71	\$ 263.76
88	BOX FILTER- MERV 14 24" X 24" X 6" EAST UNIT NO.: AHU 47001	EA	56	\$ 82.66	\$ 4,628.96
89	MERV 8 PLEATED 24" X 12" X 2" EAST UNIT NO.: AHU 47001	EA	24	\$ 3.25	\$ 78.00
90	BOX FILTER- MERV 14 24" X 12" X 6" EAST UNIT NO.: AHU 47001	EA	22	\$ 59.51	\$ 1,309.22
91	MERV 8 PLEATED 24" X 24" X 2" EAST UNIT NO.: AHU 47001	EA	380	\$ 4.71	\$ 1,789.80

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
92	MERV 8 PLEATED 24" X 12" X 2" EAST UNIT NO.: AHU 47001	EA	100	\$ 3.25	\$ 325.00
93	PLEATED 16" X 20" X 1" UNIT NO.: VAV'S	EA	300	\$ 3.13	\$ 939.00
94	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 8 7/8" X 19 1/8" X 1" CABINET HEATERS	EA	7	\$ 4.95	\$ 34.65
LOCATION G: JUDICIAL ANNEX - TOTAL					\$ 17,475.73
LOCATION H: DIVISION OF TRANSPORTATION					
95	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 1403	EA	36	\$ 4.34	\$ 156.24
96	MERV 8 PLEATED 16" X 25" X 2" UNIT NO.: 1405	EA	24	\$ 3.91	\$ 93.84
97	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: 1406	EA	24	\$ 3.82	\$ 91.68
98	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 1409	EA	8	\$ 4.34	\$ 34.72
99	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: 1410	EA	8	\$ 3.37	\$ 26.96
100	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 1412	EA	48	\$ 4.34	\$ 208.32
101	MERV 8 PLEATED 16" X 25" X 2" UNIT NO.: 1413	EA	8	\$ 3.91	\$ 31.28
102	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: 1414	EA	12	\$ 3.37	\$ 40.44
103	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: 1414	EA	12	\$ 3.82	\$ 45.84
104	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: 1415	EA	16	\$ 3.37	\$ 53.92
LOCATION H: DIVISION OF TRANSPORTATION - TOTAL					\$ 783.24
LOCATION I: ANIMAL CONTROL					
105	MERV 8 PLEATED 16" X 20" X 2" ACU-1	EA	32	\$ 3.37	\$ 107.84
106	MERV 8 PLEATED 18" X 24" X 2" ACU-1	EA	32	\$ 3.85	\$ 123.20
107	MERV 8 PLEATED 24" X 24" X 2" ACU-1	EA	32	\$ 4.71	\$ 150.72
108	MERV 14 MINI PLEAT BEVERAGE BOARD FRAME 95% PLEATED (HI-CAPACITY) 24" X 24" X 4" ACU-1	EA	32	\$ 62.07	\$ 1,986.24
109	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-1	EA	16	\$ 3.82	\$ 61.12
110	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: RETURN AIR VENTS	EA	198	\$ 3.51	\$ 694.98
LOCATION I: ANIMAL CONTROL - TOTAL					\$ 3,124.10
LOCATION J: JUDICIAL OFFICE FACILITY					

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
111	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-1 33027	EA	392	\$ 4.71	\$ 1,846.32
112	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: AHU-1 33027	EA	56	\$ 3.25	\$ 182.00
113	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-1 33027	EA	28	\$ 4.71	\$ 131.88
114	4V MERV 13 ULTRA XV 24" X 24" X 12 UNIT NO.: AHU-1 33027	EA	70	\$ 128.43	\$ 8,990.10
115	MERV 13 ULTRA XV 12" X 24" X 12 UNIT NO.: AHU-1 33027	EA	14	\$ 85.50	\$ 1,197.00
116	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2 33028	EA	392	\$ 4.71	\$ 1,846.32
117	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: AHU-2 33028	EA	56	\$ 3.25	\$ 182.00
118	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-2 33028	EA	28	\$ 4.71	\$ 131.88
119	MERV 13 ULTRA XV DIM ULTRA XV V-CELL OR EQUIVALENT 24" X 24" X 12 UNIT NO.: AHU-2 33028	TRI- EA	70	\$ 128.43	\$ 8,990.10
120	MERV 13 ULTRA XV DIM ULTRA XV V-CELL OR EQUIVALENT 12" X 24" X 12 UNIT NO.: AHU-2 33028	TRI- EA	14	\$ 85.50	\$ 1,197.00
121	MERV 8 PLEATED 20" x 24" x 2" UNIT NO.: AHU-5	EA	48	\$ 4.34	\$ 208.32
122	MERV 8 PLEATED 20" x 20" x 2" UNIT NO.: AHU-5	EA	96	\$ 3.82	\$ 366.72
123	MERV 11 MINI PLEAT BEVERAGE BOARD FRAME PLEATED (HI-CAPACITY) 20" X 24" X 4" UNIT NO.: AHU-5	95% EA	8	\$ 55.95	\$ 447.60
124	MERV 11 MINI PLEAT BEVERAGE BOARD FRAME PLEATED (HI-CAPACITY) 20" X 20" X 4" UNIT NO.: AHU-5	95% EA	16	\$ 54.54	\$ 872.64
125	POTASSIUM PERMANSANTE CARBON FILTERS WITH HEADER 24" X 24" X 12" UNIT NO.: AHU-5	EA	15	\$ 376.77	\$ 5,651.55
126	TRI-DIM TRI-SORB V, METAL FRAME WITH HEADER POTASSIUM PERMANSANTE CARBON FILTERS WITH HEADER 12" X 24" X 12" UNIT NO.: AHU-5	EA	5	\$ 309.49	\$ 1,547.45
127	MERV 8 PLEATED 16" X 25" X 2" UNIT NO.: AHU-6 (2) 33032	EA	24	\$ 3.91	\$ 93.84
128	MERV 8 PLEATED 20" X 16" X 2"	EA	16	\$ 3.37	\$ 53.92
129	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-7 (3) 33033	EA	16	\$ 3.82	\$ 61.12

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
130	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 20" X 16" X 6" UNIT NO.: AHU-7 (3) 33033	EA	4	\$ 64.05	\$ 256.20
131	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 20" X 20" X 6" UNIT NO.: AHU-7 (3) 33033	EA	4	\$ 69.04	\$ 276.16
132	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-8 (4) 33034	EA	20	\$ 3.82	\$ 76.40
133	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: AHU-8 (4) 33034	EA	40	\$ 4.34	\$ 173.60
134	BOX FILTER- MERV 14 20" X 20" X 6" UNIT NO.: AHU-8 (4) 33034	EA	5	\$ 69.04	\$ 345.20
135	BOX FILTER- MERV 14 20" X 24" X 6" UNIT NO.: AHU-8 (4) 33034	EA	10	\$ 74.95	\$ 749.50
136	95% BAG FILTERS (22" BAG 6 POCKETS) 20" X 20" UNIT NO.: AHU-9 33078	EA	2	\$ 34.29	\$ 68.58
137	MERV 8 PLEATED 20" X 20" X 2" UNIT NO.: AHU-9 33078	EA	8	\$ 3.82	\$ 30.56
138	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: AHU-10 33139	EA	8	\$ 4.71	\$ 37.68
139	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: AHU-10 33139	EA	12	\$ 3.25	\$ 39.00
140	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 4" UNIT NO.: AHU-10 33139	EA	4	\$ 62.07	\$ 248.28
141	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 12" X 24" X 4" UNIT NO.: AHU-10 33139	EA	6	\$ 44.20	\$ 265.20
142	MERV 8 PLEATED 28 1/2" X 29 1/2" X 4" UNIT NO.: LIEBERT #1 (5) 33084	EA	4	\$ 39.86	\$ 159.44
143	MERV 8 PLEATED 20" X 25" X 4" UNIT NO.: LIEBERT #2 (5) 33085	EA	8	\$ 9.23	\$ 73.84
144	MERV 8 PLEATED 16" X 20" X 4" UNIT NO.: LIEBERT #2 (5) 33085	EA	20	\$ 7.59	\$ 151.80
145	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-1 33134	EA	6	\$ 3.51	\$ 21.06
146	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-2 33035	EA	6	\$ 3.51	\$ 21.06
147	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-3 33136	EA	6	\$ 3.51	\$ 21.06
148	MERV 8 PLEATED 20" X 20" X 1" UNIT NO.: FTU-4 33137	EA	6	\$ 3.51	\$ 21.06
LOCATION J: JUDICIAL OFFICE FACILITY - TOTAL					\$ 37,033.44
LOCATION K: HEALTH DEPARTMENT					

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
149	6 POCKET FILTER 24" X 24" X 22" UNIT NO.: S-1 19005	EA	24	\$ 31.20	\$ 748.80
150	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-1 19005	EA	96	\$ 4.71	\$ 452.16
151	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-2 19006	EA	12	\$ 3.25	\$ 39.00
152	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-2 19006	EA	36	\$ 4.71	\$ 169.56
153	6 POCKET BAG FILTER 12" X 24" X 22" UNIT NO.: S-2 19006	EA	3	\$ 31.70	\$ 95.10
154	6 POCKET BAG FILTER 24" X 24" X 22" UNIT NO.: S-2 19006	EA	9	\$ 31.20	\$ 280.80
155	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: RT-1 19062	EA	40	\$ 4.34	\$ 173.60
156	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: RT-2 19063	EA	40	\$ 4.34	\$ 173.60
157	MERV 8 PLEATED 20" X 24" X 2" UNIT NO.: UNIT-1 19019	EA	40	\$ 4.34	\$ 173.60
158	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: UNIT-2 19020	EA	72	\$ 4.34	\$ 312.48
159	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 16" X 20" X 1" UNIT NO.: VAV BOXES	EA	6	\$ 2.91	\$ 17.46
					\$ 2,636.16
LOCATION L: DUPAGE CARE CENTER					
160	MERV 8 PLEATED 12" X 24" X 2" ROOM G17 UNIT NO.: S-4 04032	EA	12	\$ 3.25	\$ 39.00
161	MERV 8 PLEATED 24" X 24" X 2" ROOM G17 UNIT NO.: S-4 04032	EA	12	\$ 4.71	\$ 56.52
162	4 POCKET 95% BAG FILTER 12" X 24" X 22" ROOM G17 UNIT NO.: S-4 04032	EA	3	\$ 23.53	\$ 70.59
163	6 POCKET 95% BAG FILTER 12" X 24" X 22" ROOM G17 UNIT NO.: S-4 04032	EA	3	\$ 31.70	\$ 95.10
164	MERV 8 PLEATED 24" X 24" X 2" ROOM G15 UNIT NO.: S-1 (up-stream) 04001	EA	24	\$ 4.71	\$ 113.04
165	6 POCKET 95% POLY BAG 24" X 24" X 22" ROOM G15 UNIT NO.: S-1 (up-stream) 04001	EA	6	\$ 31.20	\$ 187.20
166	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-2 (up-stream) 04002	EA	64	\$ 4.71	\$ 301.44
167	6 POCKET 95% POLY BAG 24" X 24" X 22" UNIT NO.: S-2 (up-stream) 04002	EA	16	\$ 31.20	\$ 499.20
168	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-1 04050	EA	16	\$ 4.71	\$ 75.36

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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
169	95% AEROCELLS W/O HEADER PUROLATOR AEROCELL OR EQUAL 24" X 24" X 12" UNIT NO.: S-1 04050	EA	4	\$ 86.53	\$ 346.12
170	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: S-2	EA	4	\$ 3.25	\$ 13.00
171	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-2	EA	4	\$ 4.71	\$ 18.84
172	95% AEROCELLS W/O HEADER PUROLATOR AEROCELL OR EQUAL 12" X 24" X 12" UNIT NO.: S-2	EA	1	\$ 63.25	\$ 63.25
173	95% AEROCELLS W/O HEADER 24" X 24" X 12" UNIT NO.: S-2	EA	1	\$ 86.53	\$ 86.53
174	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: S-5 04066	EA	32	\$ 4.34	\$ 138.88
175	MERV 14 20" X 25" X 2" UNIT NO.: S-5 04066	EA	8	\$ 32.61	\$ 260.88
176	GALVANIZED METAL MESH PANEL 26 1/4" X 26 1/4" X 1" UNIT NO.: S-2 04119	EA	8	\$ 115.30	\$ 922.40
177	GALVANIZED METAL MESH PANEL 20" X 25" X 2" UNIT NO.: S-2 04119	EA	16	\$ 39.83	\$ 637.28
178	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: S-3 04104	EA	24	\$ 3.37	\$ 80.88
179	MERV 14 PLASTIC FRAME WITHOUT HEADER OR EQUAL 16" X 20" X 4" UNIT NO.: S-3 04104	EA	6	\$ 60.00	\$ 360.00
180	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: S-4 04065	EA	24	\$ 4.34	\$ 104.16
181	MERV 14 PLASTIC FRAME WITHOUT HEADER OR EQUAL 20" X 25" X 4" UNIT NO.: S-4 04065	EA	6	\$ 69.01	\$ 414.06
182	MERV 8 PLEATED 20" X 25" X 2" RDR UNIT NO.: ROOF TOP	EA	24	\$ 4.34	\$ 104.16
183	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-6 04106	EA	24	\$ 4.71	\$ 113.04
184	6 POCKET 95% BAGS 24" X 24" X 26" UNIT NO.: S-6 04106	EA	6	\$ 33.34	\$ 200.04
185	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: RETURN	EA	6	\$ 4.71	\$ 28.26
186	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-7 04108	EA	32	\$ 4.71	\$ 150.72
187	6 POCKET 95% BAGS 24" X 24" X 26" UNIT NO.: S-7 04108	EA	8	\$ 33.34	\$ 266.72
188	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: RETURN	EA	8	\$ 4.71	\$ 37.68
189	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: S-8 04110	EA	32	\$ 4.71	\$ 150.72

AIR FILTERS FOR COUNTY FACILITIES
23-053-FM
BID FORM PRICING UPDATED 5.26.23

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
190	6 POCKET 95% BAGS 24" X 24" X 26" UNIT NO.: S-8 04110	EA	8	\$ 33.34	\$ 266.72
191	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 12" X 24" X 4" UNIT NO.: AHU-1 (EAST WING) 04151	EA	20	\$ 7.62	\$ 152.40
192	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 24" X 24" X 4" UNIT NO.: AHU-1 (EAST WING) 04151	EA	40	\$ 9.78	\$ 391.20
193	MERV 14 MINI PLEAT PLASTIC FRAME WITH HEADER BOX FILTER 24" X 24" X 6" UNIT NO.: 2ND GLIDE PAK SIDE ACCESS BLD	EA	15	\$ 82.66	\$ 1,239.90
194	MERV 14 MINI PLEAT PLASTIC FRAME WITHOUT HEADER OR EQUAL BOX FILTER 12" X 24" X 6" UNIT NO.: 2ND GLIDE PAK SIDE ACCESS BLD	EA	5	\$ 59.51	\$ 297.55
195	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 24" X 24" X 4" UNIT NO.: RETURN	EA	10	\$ 9.78	\$ 97.80
196	PLEATED IN GLIDE PAK SIDE ACCESS HOUSING 12" X 24" X 4" UNIT NO.: RETURN	EA	5	\$ 7.62	\$ 38.10
197	MERV 8 PLEATED 24" X 24" X 2" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	16	\$ 4.71	\$ 75.36
198	MERV 8 PLEATED 12" X 24" X 2" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	16	\$ 3.25	\$ 52.00
199	BOX FILTER- MERV 14 24" X 24" X 6" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	4	\$ 82.66	\$ 330.64
200	BOX FILTER- MERV 14 12" X 24" X 6" UNIT NO.: ROOF-TOP LAUNDRY 04116	EA	4	\$ 59.51	\$ 238.04
201	PUROLATOR MODEL F312 PLEATED 7 1/2" X 25 3/4" X 1" UNIT NO.: INDUCTION UNITS	EA	12	\$ 8.58	\$ 102.96
202	PUROLATOR MODEL F312 PLEATED 7 1/2" X 41 1/2" X 1" UNIT NO.: INDUCTION UNITS	EA	4	\$ 8.58	\$ 34.32
203	PUROLATOR MODEL F312 PLEATED 7 1/2" X 43 1/2" X 1" UNIT NO.: INDUCTION UNITS	EA	4	\$ 8.64	\$ 34.56
204	PUROLATOR MODEL F312 PLEATED 7 1/2" X 48 3/4" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 8.64	\$ 207.36
205	PUROLATOR MODEL F312 PLEATED 7 1/2" X 31" X 1" UNIT NO.: INDUCTION UNITS	EA	72	\$ 5.36	\$ 385.92
206	PUROLATOR MODEL F312 PLEATED 7 1/2" X 57 1/2" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 9.28	\$ 222.72
207	PUROLATOR MODEL F312 PLEATED 11" X 53" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 10.19	\$ 244.56

AIR FILTERS FOR COUNTY FACILITIES
23-053-FM
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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
208	PUROLATOR MODEL F312 PLEATED 10" X 40" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 9.28	\$ 222.72
209	PUROLATOR MODEL F312 PLEATED 10" X 28" X 1" UNIT NO.: INDUCTION UNITS	EA	24	\$ 8.64	\$ 207.36
210	PUROLATOR MODEL F312 PLEATED 7 1/2" X 43 1/2" X 1" EAST UNIT NO.: INDUCTION	EA	24	\$ 8.64	\$ 207.36
211	PUROLATOR MODEL F312 PLEATED 11" X 45 3/4" X 1" EAST UNIT NO.: INDUCTION	EA	24	\$ 10.19	\$ 244.56
212	PUROLATOR MODEL F312 PLEATED 7 1/2" X 20" X 1" UNIT NO.: HVAC UNITS	EA	50	\$ 5.04	\$ 252.00
LOCATION L: DUPAGE CARE CENTER - TOTAL					\$ 11,481.18
LOCATION M: POWER PLANT					
213	MERV 8 PLEATED 14.5" X 19 3/4" X 2" UNIT NO.: 3057	EA	8	\$ 5.86	\$ 46.88
214	PUROLATOR MODEL F312 PLEATED 8" X 43" X 1" UNIT NO.: 3087	EA	4	\$ 8.72	\$ 34.88
215	PUROLATOR MODEL F312 PLEATED 20" x 25" x 1" UNIT NO.: 3065	EA	8	\$ 3.11	\$ 24.88
216	PUROLATOR MODEL F312 PLEATED 13 1/4" X 39 1/4" X 1" UNIT NO.: 3061	EA	4	\$ 10.19	\$ 40.76
217	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3069	EA	32	\$ 4.34	\$ 138.88
218	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3070	EA	32	\$ 4.34	\$ 138.88
219	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3071	EA	32	\$ 4.34	\$ 138.88
220	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: 3072	EA	16	\$ 4.34	\$ 69.44
LOCATION M: POWER PLANT - TOTAL					\$ 633.48
LOCATION N: JAIL ADDITION					
221	MERV 8 PLEATED 24" X 20" X 2" UNIT NO.: S-1 FAN 29515	EA	80	\$ 4.34	\$ 347.20
222	MERV 8 PLEATED 16" X 20" X 2" UNIT NO.: S-1 FAN 29515	EA	16	\$ 3.37	\$ 53.92
223	6 POCKET 24" X 20" X 22" UNIT NO.: S-1 FAN 29515	85% BAG EA	12	\$ 34.79	\$ 417.48
224	6 POCKET BAG 20" X 20" X 22" UNIT NO.: S-1 FAN 29515	85% EA	12	\$ 34.29	\$ 411.48

AIR FILTERS FOR COUNTY FACILITIES
23-053-FM
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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
225	MERV 8 PLEATED 20" X 25" X 2" UNIT NO.: S-2 FAN 29518	EA	24	\$ 4.34	\$ 104.16
226	*HEPA DOUBLEM HEADERS DIM MODEL 71711232301 HEPA 99.97% OR EQUIVALENT TRI- 24" X 24" X 11 1/2" UNIT NO.: S-2 FAN 29518	EA	6	\$ 399.69	\$ 2,398.14
LOCATION N: JAIL ADDITION - TOTAL					\$ 3,732.38
LOCATION O: DOT HIGHWAY GARAGE					
227	PLEATED MERV 8 20" X 20" X 2" UNIT NO.: MAU-1 TRUCK BAY AREA WEST 28016	EA	48	\$ 3.82	\$ 183.36
228	PLEATED MERV 8 20" X 20" X 2" UNIT NO.: MAU-2 AUTO BAY AREA 28017	EA	48	\$ 3.82	\$ 183.36
229	PLEATED MERV 8 20" X 20" X 2" UNIT NO.: MAU-3 TRUCK BAY AREA EAST 28018	EA	48	\$ 3.82	\$ 183.36
230	PLEATED MERV 8 20" X 25" X 2" UNIT NO.: RTU-1 BREAKROOM/ PARTS 28019	EA	16	\$ 4.34	\$ 69.44
231	PLEATED MERV 8 20" X 25" X 2" UNIT NO.: RTU-2 OFFICE AREA/ PARTS 28020	EA	16	\$ 4.34	\$ 69.44
232	FIBERGLASS MEDIA CHIPBOARD FRAME PUROLATOR MODEL F312 OR EQUAL 12" X 12" X 1" UNIT NO.: BOILER-1 28001	EA	4	\$ 3.22	\$ 12.88
233	FIBERGLASS MEDIA CHIPBOARD FRAME MODEL F312 OR EQUAL PUROLATOR 12" X 12" X 1" UNIT NO.: BOILER-2 28002	EA	4	\$ 3.22	\$ 12.88
LOCATION O: DOT HIGHWAY GARAGE- TOTAL					\$ 714.72
LOCATION P: MUSEUM					
234	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: 20011	EA	12	\$ 3.25	\$ 39.00
235	PLEATED MERV 8 24" X 24" X 2" UNIT NO.: 20011	EA	8	\$ 4.71	\$ 37.68
236	MERV 15 MINI PLEAT PLASTIC FRAME WITH HEADER 95% PLEATED (HI-CAPACITY) 12" X 24" X 4" UNIT NO.: 20011	EA	3	\$ 60.16	\$ 180.48
237	MERV 15 MINI PLEAT PLASTIC FRAME WITH HEADER 95% PLEATED (HI-CAPACITY) 24" X 24" X 4" UNIT NO.: 20011	EA	4	\$ 80.91	\$ 323.64
LOCATION P: MUSEUM - TOTAL					\$ 580.80
LOCATION Q: C.A.N.E.C.					
238	MERV 15 MINI PLEAT BEVERAGE BOARD 95% PLEATED (HI-CAPACITY) 20" X 20" X 4" UNIT NO.: 55001	EA	20	\$ 54.54	\$ 1,090.80
239	MERV 15 MINI PLEAT BEVERAGE BOARD 95% PLEATED (HI-CAPACITY) 20" X 24" X 4" UNIT NO.: 55001	EA	20	\$ 55.95	\$ 1,119.00
LOCATION Q: C.A.N.E.C. - TOTAL					\$ 2,209.80
LOCATION R: STANDBY POWER FACILITY					
240	PLEATED MERV 8 18" X 25" X 2" UNIT NO.: 58015	EA	4	\$ 4.31	\$ 17.24

AIR FILTERS FOR COUNTY FACILITIES
23-053-FM
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NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
241	PLEATED MERV 8 16" X 25" X 2" UNIT NO.: 58016	EA	16	\$ 3.91	\$ 62.56
LOCATION R: STANDBY POWER FACILITY - TOTAL					\$ 79.80
LOCATION S: DU-COMM					
242	PLEATED MERV 8 24" X 24" X 2" UNIT NO.: AHU-1	EA	24	\$ 4.71	\$ 113.04
243	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: AHU-1	EA	8	\$ 3.25	\$ 26.00
244	95% PLEATED (HI-CAPACITY) 24" X 24" X 4" UNIT NO.: AHU-1	EA	12	\$ 62.07	\$ 744.84
245	95% PLEATED (HI-CAPACITY) 12" X 24" X 4" UNIT NO.: AHU-1	EA	4	\$ 44.20	\$ 176.80
246	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: AHU-2	EA	48	\$ 3.25	\$ 156.00
247	PLEATED MERV 8 12" X 24" X 2" UNIT NO.: AHU-3	EA	72	\$ 3.25	\$ 234.00
248	PLEATED MERV 8 17" X 15" X 1" UNIT NO.: FPB-108	EA	2	\$ 14.27	\$ 28.54
249	PLEATED MERV 8 17" X 15" X 1" UNIT NO.: FPB-120	EA	2	\$ 14.27	\$ 28.54
250	PLEATED MERV 8 14" X 12" X 1" UNIT NO.: FPB-121	EA	2	\$ 14.27	\$ 28.54
251	PLEATED MERV 8 17" X 15" X 1" UNIT NO.: FPB-147	EA	2	\$ 14.27	\$ 28.54
252	PLEATED MERV 8 16" X 16" X 2" UNIT NO.: FCU-203.1	EA	4	\$ 3.40	\$ 13.60
253	PLEATED MERV 8 16" X 20" X 2" UNIT NO.: FCU-206.1	EA	4	\$ 3.37	\$ 13.48
254	PLEATED MERV 8 16" X 16" X 2" UNIT NO.: FCU-203.2	EA	4	\$ 3.40	\$ 13.60
255	PLEATED MERV 8 16" X 20" X 2" UNIT NO.: FCU-206.2	EA	4	\$ 3.37	\$ 13.48
256	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRCU-1	EA	4	\$ 9.23	\$ 36.92
257	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRCU-2	EA	4	\$ 9.23	\$ 36.92
258	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRCU-3	EA	4	\$ 9.23	\$ 36.92
259	PLEATED MERV 8 16" X 25" X 4" UNIT NO.: CRCU-3	EA	4	\$ 8.08	\$ 32.32
260	PLEATED MERV 8 20" X 25" X 4" UNIT NO.: CRCU-4	EA	4	\$ 9.23	\$ 36.92
281	PLEATED MERV 8 16" X 25" X 4" UNIT NO.: CRCU-4	EA	4	\$ 8.08	\$ 32.32

AIR FILTERS FOR COUNTY FACILITIES
23-053-FM
BID FORM PRICING UPDATED 5.26.23

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
262	PLEATED MERV 8 8-11/16"x 31-3/4" x15/32" UNIT NO.: UNIT NO.: CUH-120	EA	2	\$ 17.82	\$ 35.64
263	PLEATED MERV 8 8-11/16"x 31-3/4" x15/32" UNIT NO.: UNIT NO.: CUH-122	EA	2	\$ 17.82	\$ 35.64
264	PLEATED MERV 8 8-11/16"x 31-3/4" x15/32" UNIT NO.: UNIT NO.: CUH-186	EA	2	\$ 17.82	\$ 35.64
LOCATION S: DU-COMM - TOTAL					\$ 1,938.24
LOCATION T: OFFICE OF EMERGENCY MANAGEMENT					
265	PLEATED MERV 8 24" X 24" X 2" UNIT NO.: AHU-3	EA	24	\$ 4.71	\$ 113.04
266	PLEATED MERV 8 24" X 24" X 4" UNIT NO.: AHU-4	EA	8	\$ 9.78	\$ 78.24
267	PLEATED MERV 8 20" X 24" X 2" UNIT NO.: AHU-4	EA	16	\$ 4.34	\$ 69.44
LOCATION T: OFFICE OF EMERGENCY MANAGEMENT - TOTAL					\$ 260.72
GRAND TOTAL SECTIONS A THROUGH T (In words)					\$ 128,262.56
GRAND TOTAL SECTIONS A THROUGH T (In words) <i>One Hundred Twenty-Eight Thousand Two Hundred Sixty-Two Dollars fifty-six cents.</i>					

ADDITIONAL ITEMS:

During the contract period, additional product line supplements not specified above may be accepted as additional contracted items. The acceptance of product line supplements or additional items is at the discretion of the buyer

Acceptable supplemental items may include items that become an upgrade of the goods or the services offered under this ITB. The County reserves the right not to award or add items for which prices are deemed high and not in the best interest of the County. Please attach net price list or catalog with discount of other items you carry that may be purchased from the awarded contract. Items which do not have established and auditable pricing SHALL NOT be purchased against this contract.

\$5,000.00 ANTICIPATED ANNUAL EXPENDITURE ON MISCELLANEOUS ITEMS NOT SPECIFIED IN GROUP I (SHOULD NOT EXCEED 20% OF ENTIRE CONTRACT EXPENDITURES).

SECTION 8 - 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 District Sales Mgr.
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this _____ day of _____ AD, 20_____

(Notary Public) My Commission Expires: _____

SEAL

**SECTION 9 - MANDATORY FORM
AIR FILTERS FOR COUNTY FACILITIES 23-053-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Air Filter Solutions LLC		
Main Business Address	519 Senon Dr		
City, State, Zip Code	Lemont IL 60439		
Telephone Number	773-410-8723	Email Address	sales@afolutionsco.com
Bid Contact Person	Mel Reeves		

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:

Kurt Bolin
(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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	<i>Air Filter Solutions LLC</i>	NAME	<i>Air Filter Solutions LLC</i>
CONTACT	<i>Mel Reeves</i>	CONTACT	<i>Kurt Bolin</i>
ADDRESS	<i>519 Senon Dr</i>	ADDRESS	<i>519 Senon Dr</i>
CITY ST ZIP	<i>Lemont IL 60439</i>	CITY ST ZIP	<i>Lemont IL 60439</i>
TX	<i>630-470-2888</i>	TX	<i>773-410-8723</i>
FX		FX	
EMAIL	<i>melr@afsolutionsco.com</i>	EMAIL	<i>Kurt@afsolutionsco.com</i>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 The shipping address and invoicing information will be included for each purchase order placed.		DuPage County 421 North County Farm Road Wheaton, IL 60187 The shipping address and invoicing information will be included for each purchase order placed.	

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



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: 6/14/24

Bid/Contract/PO #: 23-053-FM

Company Name: <u>Air Filter Solutions LLC</u>	Company Contact: <u>KURT BOLIN</u>
Contact Phone: <u>773-410-8723</u>	Contact Email: <u>kurt@afsolutionso.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, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on File

Printed Name Kurt M Bolin

Title President

Date 6/12/24

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-0017-24

Agenda Date: 8/6/2024

Agenda #: 8.F.4.

AWARDING RESOLUTION ISSUED TO
LAI, LTD., FOR THE PURCHASE OF DEZURICK INC, APCO, INC.,
HILTON BRAND AND RED VALVE REPRESENTATION REPAIR
PARTS AS WELL AS ROTORK VALVE ACTUATORS AND REPAIR PARTS FOR
THE WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT FACILITY, KNOLLWOOD
WASTEWATER TREATMENT FACILITY, AND NORDIC WASTEWATER TREATMENT FACILITY FOR
PUBLIC WORKS
(CONTRACT TOTAL: \$200,000)

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 LAI Ltd., for the purchase of DeZurick Inc, APCO, Inc., Hilton Brand and Red Valve representation repair parts as well as Rotork valve actuators and repair parts for the Woodridge Greene valley wastewater treatment facility, Knollwood wastewater treatment facility, and Nordic wastewater treatment facility for public works, for the period of August 13, 2024, to August 12, 2028, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that contract to LAI Ltd., for the purchase of DeZurick Inc, APCO, Inc., Hilton Brand and Red Valve representation repair parts as well as Rotork valve actuators and repair parts for the Woodridge Greene valley wastewater treatment facility, Knollwood wastewater treatment facility, and Nordic wastewater treatment facility for public works, for the period of August 13, 2024, to August 12, 2028, be, and it is hereby approved for issuance of a County Contract by the Procurement Division to LAI Ltd., 5400 Newport Drive, Suite 10, Illinois 60008, for a total contract amount not to exceed \$200,000. Exempt from bidding per DuPage County Procurement Ordinance 2-350 - Sole Source.

Enacted and approved this 13th of August 2024, 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>	
MINUTETRAQ ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$200,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$200,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: LAI, Ltd	VENDOR #: 11148	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Peter Lynch	VENDOR CONTACT PHONE: 847-392-0990	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupagecounty.gov
VENDOR CONTACT EMAIL: plynch@lai-ltd.com	VENDOR WEBSITE: https://lai-ltd.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 purchase of DeZurick Inc, APCO, Inc., Hilton Brand & Red Valve Representation repair parts, as well as Rotork Valve Actuators and repair parts, for Woodridge Greene Valley, Knollwood, and Nordic Wastewater Treatment Facilities in the amount of \$200,000.00 for a 4-year period from 8/13/24 through 8/12/28.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished These valves are used to isolate various water, gas, effluent and chilled water lines throughout the treatment facilities. This isolation is needed from time to time so staff can work on routine equipment maintenance. Dezurik valves and Rotork Actuators are used in multiple locations throughout the County owned treatment facilities. Many of the current valves and actuators are over 30 years old and need to be replaced or rebuilt at this time.			

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 COUNTY PURCHASING ORDINANCE, ARTICLE 4-102(5) (MUST FILL OUT SECTION 5)
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. OEM parts are needed for the pumps, valves, and actuators that run at the Woodridge Greene Valley, Knollwood, and Nordic wastewater treatment plants.
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. DeZurik is the manufacturer of Dezurick Valves and its repair parts. Rotork is the manufacturer of Rotork Actuators and its repair parts. LAI, Ltd is the sole distributor for both manufacturers.
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. LAI, Ltd is the only source for OEM parts for critical treatment operations that maintain the wastewater treatment plants to meet IEPA permit limits at Woodridge Greene Valley, Knollwood, and Nordic wastewater treatment plants per the sole source letter from DeZurik and Rotork. Other sources can not meet the exact measurements of these specialized part.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: LAI, Ltd	Vendor#: 11148	Dept: DuPage county Public Works	Division: Public Works
Attn: Peter Lynch	Email: plynch@lai-ltd.com	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupageco.org
Address: 5400 Newport Drive, Suite 10	City: Rolling Meadows	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60008	State: Illinois	Zip: 60517
Phone: 847.392.0990	Fax: 847.392.1095	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): Aug 13, 2024	Contract End Date (PO25): Aug 12, 2028
Contract Administrator (PO25): Drew Cormican			

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		OEM repair parts for pumps, valves, and actuators from DeZurik & Rotork for a 4 year period from 8/13/24 through 8/12/28	FY24	2000	2555	52250		20,000.00	20,000.00
2	1	EA		OEM repair parts for pumps, valves, and actuators from DeZurik & Rotork for a 4 year period from 8/13/24 through 8/12/28	FY25	2000	2555	52250		50,000.00	50,000.00
3	1	EA		OEM repair parts for pumps, valves, and actuators from DeZurik & Rotork for a 4 year period from 8/13/24 through 8/12/28	FY26	2000	2555	52250		50,000.00	50,000.00
4	1	EA		OEM repair parts for pumps, valves, and actuators from DeZurik & Rotork for a 4 year period from 8/13/24 through 8/12/28	FY27	2000	2555	52250		50,000.00	50,000.00
5	1	EA		OEM repair parts for pumps, valves, and actuators from DeZurik & Rotork for a 4 year period from 8/13/24 through 8/12/28	FY28	2000	2555	52250		30,000.00	30,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 200,000.00

<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



Keeping the World Flowing
for Future Generations

February 23, 2024

ATT: Drew Cormican - DuPage County Public Works

C/O: Anthony P. Miller

I hereby confirm that Rotork Controls Inc. is the sole manufacturer of Rotork products in the United States of America, Canada, Mexico and South America.

LAI, Ltd is the sole distributor of Rotork products to any company in the region of Northern IL and greater Chicago area.

LAI, Ltd is authorized to commission Rotork products as well as, in conjunction with Rotork Site Services (RSS), service and maintain Rotork products. The full Rotork service and supply warranty will apply on any product sold through IFS and serviced or repaired by RSS.

Kind regards,



Anthony P. Miller

Senior Sales Manager – Central Region

Tony.miller@rotork.com 414-975-1750

1811 Brittmoore Rd. Suite 100, Houston, TX, 77494, USA

 +1 281 546 1153  kevin.froneman@rotork.com  www.rotork.com

Company Registration Information

February 26, 2024

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

Subject: Sole source DeZURIK, Inc., APCO, Inc., Hilton brand and Red Valve representation

Dear Mr. Cormican,

This letter is to certify that LAI, LTD. Is the sole authorized Municipal Water & Wastewater Representative for all DeZURIK, Inc. products in the following territory.

Illinois Counties of: Boone, Bureau, Carroll, Champaign, Cook, DeWitt, DeKalb, DuPage, Ford, Fulton, Grundy, Hancock, Henderson, Henry, Iroquois, Jo Daviess, Kane, Kankakee, Kendall, Knox, LaSalle, Lake, Lee, Livingston, Logan, Marshall, Mason, McDonough, McHenry, McLean, Menard, Mercer, Ogle, Peoria, Piatt, Putman, Schuyler, Stark, Sepsenson, Tazewell, Vermillion, Warren, Whiteside, Will, Winnebago and Woodford.

Indiana Counties of: LaPorte, Lake and Porter.

The contact information is:

LAI, Ltd, Inc.
5400 Newport Drive, Suite 10
Rolling Meadows, IL 60008
Phone: 847-392-0990

Sincerely,

Steve Symanietz
Municipal Sales Support Manager
320-259-2355 Office
320-492-7497 Cell
steve.symanietz@dezurik.com



250 Riverside Avenue North
Sartell, MN 56377 USA
www.dezurik.com





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: Jul 3, 2024

Bid/Contract/PO #: _____

Company Name: LAI, Ltd	Company Contact: Richard Hussey
Contact Phone: 847.392.0990	Contact Email: RHussey@LAI-Ltd.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, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature 

Printed Name Richard Hussey

Title Vice President

Date July 3, 2024

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



Public Works Ordinance

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

File #: PW-O-0004-24

Agenda Date: 8/6/2024

Agenda #: 8.F.5.

SUBSTANTIVE AND TECHNICAL AMENDMENTS TO CHAPTER 36 OF THE DUPAGE COUNTY CODE WATER/WASTEWATER ORDINANCE

WHEREAS, the Illinois General Assembly has authorized the COUNTY OF DUPAGE (“COUNTY”) to operate a system of waterworks and sanitary sewers, and to adopt by ordinance regulations for the use and operation thereof, pursuant to 55 ILCS 5/5-15001, et seq.; and

WHEREAS, in accordance with the above cited statutory authority, the DuPage County Board adopted the Water/Wastewater Use Ordinance (hereafter “the Ordinance”) as Chapter 36 of the DuPage County Code on February 25, 1988; and

WHEREAS, it is necessary to amend the Ordinance to provide for the current operational needs of the County’s waterworks and sanitary sewer systems, to protect the physical and fiscal integrity of the systems, and to clearly define the procedure for disputes and/or appeals; and

WHEREAS, County staff have prepared the following proposed amendments to the Ordinance:

- Revisions to Termination of Service
- Revisions to Right to Appeal and Variance
- Revisions to all Local Limits language in the Ordinance
- Revisions to Figures A through D of the Ordinance, with the addition of Figure E: Reporting Late Fees

WHEREAS, the proposed amendments to the Water/Wastewater Use Ordinance are reflected in Exhibit A, attached hereto; and

WHEREAS, copies of the proposed amendments are available for review upon request at the DuPage County Public Works Department to any interested party; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and approved the attached amendments to Chapter 36 of the County Code.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board, pursuant to the authority granted to the County by the Illinois General Assembly at 55 ILCS 5/5-15001, et seq., that the amendments to Chapter 36 of the County Code reflected in Exhibit A hereto, are hereby adopted; and

BE IT FURTHER ORDAINED that the County Clerk is hereby directed to publish the amended Ordinance, specifically, the Revision to Figures A through D, with the addition of Figure E: Reporting Late Fees, in a newspaper of general circulation within the County, on or before August 20th, 2024; and

BE IT FURTHER ORDAINED that the amendments to Chapter 36 of the County Code reflected in Exhibit A hereto, shall be effective on September 20th, 2024; and

BE IT FURTHER ORDAINED that the DuPage County Public Works Department shall promptly post the Ordinance as amended on the County's website; and

BE IT FURTHER ORDAINED that the County Clerk shall transmit certified copies of the Ordinance as amended to: (1) the DuPage County Department of Building and Zoning, (2) the DuPage County State's Attorney, and (3) the Municipal Code Corporation for update of the DuPage County Code; and

BE IT FURTHER ORDAINED that the Municipal Code Corporation is authorized only to make such typographical changes as are necessary to properly codify the Ordinance as amended into the DuPage County Code.

Enacted and approved this 13th of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

Billing
630-985-2905

**Permitting &
Inspections**
630-407-6801

**Water & Sewer
Maintenance**
630-964-7503

**Woodridge Office
& Wastewater**
630-985-7400

PUBLIC WORKS DEPARTMENT

630-407-6800
Fax: 630-407-6701
publicworks@dupagecounty.gov

www.dupagecounty.gov/publicworks

MEMORANDUM

DATE: August 6, 2024

TO: Paula Deacon-Garcia, Chair
Public Works Committee Members

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

RE: Water/Wastewater Use Changes – Chapter 36 of the DuPage County Code
Water/Wastewater Ordinance

Action Requested: Acceptance of the attached Substantive and Technical Changes to DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance.

Staff has completed a review of the Public Works Sewer and Water Ordinance with respect to required updates. It has been determined that changes and updates need to be considered for incorporation into the ordinance. These changes relate to the termination of service, the right to appeal and variance, and all language pertaining to Local Limits. If approved, these would go into effect on August 13th, 2024.

A summary of these changes are as follows:

- Revision to Termination of Service
- Revision to Right to Appeal and Variance
- Revision to all Local Limits language in the Ordinance
- Revision to Figures A through D, with the addition of Figure E: Reporting Late Fees

Staff Recommendation: Approval of the attached Substantive and Technical Changes to the DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance which would go into effect on August 13th, 2024.

THE CODE
of
DUPAGE COUNTY
CHAPTER 36

General Enactments
of the
County of DuPage

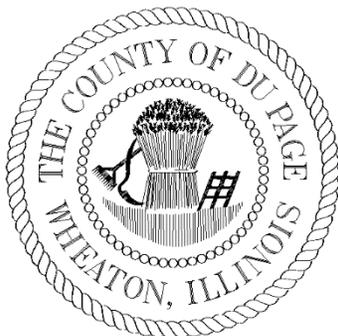
**THE DUPAGE COUNTY WATER SUPPLY AND DISTRIBUTION
AND WASTEWATER TREATMENT ORDINANCE**

Adopted, January 14, 1986

Latest Amendment ~~March 12~~August 13, 2024

Published by Order of the DuPage County Board

Prepared by the DuPage County Public Works Committee
and the DuPage County
Department of Public Works



DUPAGE COUNTY WATER/WASTEWATER USE ORDINANCE

This Ordinance Shall Be Known As The
DUPAGE COUNTY WATER SUPPLY AND DISTRIBUTION,
AND WASTEWATER TREATMENT ORDINANCE,
And May Be Commonly Referred To As The
“DUPAGE COUNTY WATER/WASTEWATER USE ORDINANCE”.

It is adopted pursuant to authority granted to the County of DuPage at Illinois Compiled Statutes, 55 ILCS 5/5-1113 and 5/5-15001, et seq., as now enacted or hereafter amended.

This Ordinance shall apply to all Water Supply and Distribution Systems and to all Wastewater Collection and Treatment Systems owned and/or operated by DuPage County.

All FIGURES referenced within this Ordinance are made a part hereof, and attached hereto, and appear in order as referenced within the Ordinance.

All FORMS referred to within this Ordinance are available from either the DuPage County Department of Public Works, 7900 South Rt. 53, Woodridge, Illinois 60517, phone (630) 985-7400; or the DuPage County Public Works, 421 North County Farm Road, Wheaton, Illinois 60187, phone (630) 407-6800.

Emphasis added at highlighted paragraphs.

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FIGURES

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FIGURE B: GREASE TRAP BASIN LIMITS

FIGURE C: SEWAGE FLOW GUIDE

FIGURE D: WATER/WASTEWATER USE CHARGES

FIGURE E: REPORTING LATE FEES

ARTICLE 1: GENERAL CONSIDERATIONS FOR WATER/WASTEWATER USE

Sec. 36-1. COUNTY OF DUPAGE, ILLINOIS STATUTORY AUTHORITY FOR THE IMPLEMENTATION AND ENFORCEMENT OF THE DUPAGE COUNTY WATER/WASTEWATER TREATMENT ORDINANCE

Pursuant to the authority granted by the Illinois General Assembly at Chapter 55 of the Illinois Compiled Statutes, detailed below, ~~theDuPage County-of-DuPage~~ herein adopts and sets forth the DuPage County Water/Wastewater Treatment Ordinance.

~~TheDuPage County-of-DuPage~~ from time to time shall amend the Water/Wastewater Treatment Ordinance as required to achieve compliance with STATE and Federal Pretreatment Regulations, to provide for specific provisions and requirements in the Ordinance, and to make any other changes deemed necessary by ~~theDuPage County-of-DuPage~~.

A. *General powers of the County Board.*

Illinois Compiled Statutes, 1992, Chapter 55, paragraph 5/5-15007, (Illinois Revised Statutes, 1991, Chapter 34, paragraph 5-15007).

In order to protect the quality of the environment and the quality of life from the adverse effects caused by the improper storage treatment or disposal of waste, the County Board is authorized and empowered to operate or maintain the works or the waste management system of the COUNTY and to construct all related appurtenances. The County Board shall have the power to produce, pump and sell waters so collected and impounded to public or private Users and may use such means as are reasonably necessary in connection with such service.

B. *Establish Department of Public Works.*

Illinois Compiled Statutes, 1992, Chapter 55, paragraph 5/5-15003, (Illinois Revised Statutes, 1991, Chapter 34, paragraph 5-15003).

The County Board may establish a Department of Public Works with authority to exercise complete supervision in the COUNTY over any of the authorized projects.

C. *Furnish water and sewerage service.*

Illinois Compiled Statutes, 1992, Chapter 55, paragraph 5/5-15010 (Illinois Revised Statutes, 1991, Chapter 34, paragraph 5-15010).

The COUNTY may furnish water, sewerage service, combined water and sewerage service or waste management service. Any COUNTY which owns and operates a water works system, a sewerage system, a combined waterworks and sewerage system, or a waste management system may enter into and perform contracts with any municipality, public utility or other corporation, or any person or firm, for the furnishing by the COUNTY of water, sewerage service, combined water and sewerage service, or waste management service.

D. *Construction and maintenance of sewers.*

Illinois Compiled Statutes, 1992, Chapter 55, paragraph 5/5-15011 (Illinois Revised Statutes, 1991, Chapter 34, paragraph 5-15011).

The COUNTY is authorized to construct, maintain, alter and extend its sewers, pipelines, channels, ditches and drains along, upon, under and across any highway, street, alley or public ground in the STATE as a proper use of highways, but so as not to incommode the public use thereof, and the right and authority are granted to the COUNTY to construct, maintain and operate any conduits, ~~main pipe or~~ pipes, wholly or partially submerged, buried, or otherwise, in upon and along any of the lands owned by the STATE and under any of the public waters therein.

E. ***Rates and charges.***

Illinois Compiled Statutes, 1992, Chapter 55, paragraph 5/5-15020 (Illinois Revised Statutes, 1991, Chapter 34, paragraph 5-15020).

Rates and charges for the use and service of the waterworks properties or sewage facilities acquired by any COUNTY shall be sufficient at all times to pay the cost of maintenance and operation, to pay the principal and interest of all revenue bonds and loans issued under the provisions of this Department, to provide a reasonable depreciation fund as established pursuant to the provisions of the ordinance authorizing the issuance of any revenue bonds, and to maintain such other reserves and sinking funds as may be deemed necessary or desirable by the COUNTY for the payment of the bonds of the extension or improvement of the waterworks properties or sewage facilities or combination thereof, as the case may be and the holder of any bond or bonds or any of the interest coupon or coupons of any revenue bonds of any such COUNTY may in any civil action, mandamus, injunction or other proceeding enforce and compel the performance of all duties required by this Department and the covenants and undertakings set forth in any bond ordinance including the making and collection of sufficient rates and charges for the use or service of the waterworks properties, sewage facilities, waste management systems and the proper application of the income and revenue there from.

F. ***Rules and regulations, liens/discontinuance of service.***

Illinois Compiled Statutes, 1992, Chapter 55, paragraph 5/5-15021 (Illinois Revised Statutes, 1991, Chapter 34, paragraph 5-15021).

Rules and regulations governing the maintenance and operation of the waterworks properties or sewage facilities, as the case may be, shall be established from time to time by ordinance, and rates and charges for use and service for all purposes, including charges to connect to such properties or facilities, and which may include the imposition of interest and penalties for failure to make payments when due, except for charges or rates established by contract for a wholesale supply of water as herein authorized shall be established, revised, maintained, be due and payable, and be in force as the County Board may determine by separate ordinances, and rates or charges established by the board shall not be subject to any statutory regulations covering rates and charges for similar service by privately owned waterworks, or sewage facilities.

Rates and charges for the use and service of the COUNTY'S waterworks properties and sewage facilities (except for rates or charges for a wholesale supply of water or wholesale sewerage service as herein authorized) shall be liens upon the real estate to which water or sewerage service is

supplied whenever the rates or charges become delinquent as provided by an ordinance of the COUNTY fixing a delinquency date. A lien is created under the preceding sentence only if the COUNTY sends to the owner or owners of record of the real estate, as referenced by the taxpayer's identification number, (i) a copy of a delinquency notice sent to the person who is delinquent in paying the charges or rates or other notice sufficient to inform the owner or owners of record, as referenced by the taxpayer's identification number, that the charges or rates have become delinquent and (ii) a notice that unpaid charges or rates may create a lien on the real estate under this Section.

The payment of rates and charges for water services to any premises may be enforced by discontinuing the water service to such premises, and the payment of charges for sewerage service to any premises may be enforced by discontinuing either the water or the sewerage service to such premises or both. Any public or municipal corporation or political subdivision of the STATE furnishing water to a premises shall discontinue such service upon receiving written notice from the COUNTY that a rate or charge for sewerage service has become delinquent and shall not resume water service until receiving a like notice that such delinquency has been removed. The COUNTY shall reimburse any such public or municipal corporation or political subdivision of the STATE for the reasonable cost of any such discontinuance and resumption of water service. The COUNTY may contract with any privately owned public utility for the discontinuance of water service to a premises on account of which a rate or charge for sewerage service has become delinquent.

G. *Power to execute.*

Illinois Compiled Statutes, 1992, Chapter 55, paragraph 5/5-1113 (Illinois Revised Statutes, 1991, Chapter 34, paragraph 5-1113).

Ordinance and rules to execute power; limitations on punishments. The County Board may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to the COUNTY, with such fines or penalties as may be deemed proper except where a specific provision for a fine or penalty is provided by law. No fine or penalty, however, except civil penalties provided for failure to make returns or to pay any taxes levied by the COUNTY shall exceed one thousand dollars (\$1,000.00).

H. This Ordinance enables the COUNTY to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code § 1251 et seq.) and General Pretreatment Regulations of 40 CFR Part 403. Additional objectives of this Ordinance are:

1. To prevent the introduction of Pollutants into the POTW that will Interfere with its operation;
2. To prevent the introduction of Pollutants into the POTW that will Pass Through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;
3. To protect both POTW Personnel who may be affected by air, Wastewater and Biosolids in the course of their employment and the general public;

4. To promote reuse and recycling of Industrial Wastewater and Biosolids from the POTW;
5. To enable the COUNTY to comply with its National Pollutant Discharge Elimination System permit conditions, Biosolids Use and Disposal Requirements, and any other Federal or State laws to which the POTW is subject;
6. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW;
7. To provide uniform requirements for Food Service Establishments for the control of grease Discharge to the Sanitary Sewer system; and
8. To regulate private Wastewater disposal systems.

I. This Ordinance shall apply to all Users of the POTW and provides for the enforcement of general requirements for Users. The Ordinance authorizes the issuance of Wastewater connection and Discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the programs established herein. The Ordinance authorizes the issuance of Wastewater Discharge Permits that do not allow the Discharge of defined process waste streams but continue to allow the Discharge of domestic or Sanitary Wastewater.

Sec. 36-2. ~~GENERAL~~ DEFINITIONS FOR WATER/WASTEWATER USE

(By Alphabetical Reference)

~~Refer to Article 4 of this Ordinance for definitions of industrial monitoring and pretreatment terms.~~

Unless the context specifically indicates otherwise, the meaning of terms used in the Ordinance shall be as follows, and if a term is not defined within this Ordinance, it shall have the common dictionary meaning:

ACCOUNT HOLDER means that person whose name is listed on the COUNTY'S billing system for water or wastewater services.

ADMINISTRATOR means the Administrator of the U.S. Environmental Protection Agency.

AGENCY means the Illinois Environmental Protection Agency.

AMALGAM PROCESS WASTEWATER means Any wastewater generated and discharged by a dental discharge through the practice of dentistry that may contain dental amalgam.

AMALGAM SEPARATOR means a device designed to capture amalgam particles from dental office wastewater through sedimentation, filtration, centrifugation, or a combination of these mechanisms. -Some separators may also use ion exchange technology to remove mercury from wastewater.

APPROVAL AUTHORITY means the Regional Administrator of Region V of USEPA, until such time that appropriate Director of the Illinois Environmental Protection Agency, (the State of Illinois has a USEPA approved National Pollutant Discharge Elimination System (NPDES) Pretreatment Program). In a non NPDES state, without an approved STATE Pretreatment Program, the approval authority would be the appropriate regional administrator.-pretreatment program.

AUTHORIZED REPRESENTATIVE of the User means:

A. If the User is a corporation:

1. By a responsible corporate officer - the president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other Person who performs similar policy or decision-making functions for the corporation; or
2. The manager of one or more manufacturing, production, or operation facilities provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual Wastewater permit (or general permit) requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

B. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

C. If the User is a limited liability company (LLC): any managing member of the company.

D. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

E. The individuals described in paragraphs A through D, above, may designate a Duly Authorized Representative, if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the Discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to DuPage County.

F. If an authorization under Paragraph E of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall environmental matters for the company, a new authorization satisfying the requirements of Paragraph E must be submitted to DuPage County within 30 calendar days. If an authorization under Paragraph E of this section is no longer accurate because the individual described in Paragraphs A through D above has changed, a new authorization

satisfying the requirements of Paragraph E must be submitted to DuPage County within 30 calendar days.

BEST MANAGEMENT PRACTICES (BMP) mean Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 36-10 [40 CFR Section 403.5(a)(1) and (b)] and/or prevent or reduce the pollution conveyed to the POTW. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, Biosolids or waste disposal, or drainage from raw materials storage. BMPs also include alternative means (i.e., management plans) of complying with, or in place of certain established -Categorical Pretreatment Standards and effluent limits.

BIOCHEMICAL OXYGEN DEMAND (BOD) or (BOD5) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures approved in 40 CFR Part 136 over five (5) days at twenty (20) degrees centigrade, expressed in milligrams per liter (as a concentration in mg/l).

BIO-SOLIDS mean the anaerobically digested and stabilized organic solids removed from the POTW and disposed of on agricultural land or at a landfill.

BUILDING DRAIN means the part of the lowest piping of a drainage system which receives the Discharge from waste, and other drainage pipes inside the walls of the building and conveys it to the Building Sewer or other approved point of Discharge, beginning five feet (1.5 meters) outside the inner face of the building wall. Discharge of Stormwater runoff to the Building Drain is prohibited.

BUILDING SEWER means the extension from the Building Drain to the Public Sewer or other place of disposal.

BYPASS means the intentional diversion of waste streams from any portion of a User's treatment or Pretreatment facility.

CATEGORICAL INDUSTRIAL USER (CIU) means an Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard. A CIU is considered to be a Significant Industrial User.

CATEGORICAL PRETREATMENT STANDARD or CATEGORICAL STANDARD means any regulation containing Pollutant Discharge limits promulgated by USEPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

CHEMICAL OXYGEN DEMAND (COD) means a measure of the oxygen consuming capacity of inorganic and organic matter present in water or wastewater. -It is expressed as the amount of oxygen consumed from a chemical oxidant in a specified test.- It does not differentiate between stable and unstable organic matter and thus does not necessarily correlate with biochemical oxygen demand. -Also known as OC and DOC, oxygen consumed and dichromate oxygen consumed, respectively.

COMBINED WASTESTREAM FORMULA means the formula set forth in 40 CFR Section 403.6(e).

COMPOSITE SAMPLE means a sample of wastewater composed of at least four (4) or more discrete samples taken at selected intervals based on a flow proportional or time proportional method.

CONNECTED PREMISES means any structure, building or facility connected to the DuPage County Water Supply and Distribution Systems or to ~~County~~ COUNTY Wastewater Treatment Works.

CONNECTIONS AVAILABLE means the total number of residential equivalent connections available within the wastewater treatment works.

CONNECTION FEE means a one-time charge billed to any ~~user~~ User of the wastewater treatment works or water works system for a permit to connect to the system.

CONSULTING ENGINEER means an Illinois licensed professional engineer hired by the County of DuPage to determine appropriate connection fees to be charged by the Public Works Department or to provide engineering services related to Public Works projects.

CONTROL AUTHORITY means USEPA Region V.

CONTROL MANHOLE means a structure located on private property or on a public right-of-way adjacent to or abutting a site from which waste(s) discharged from a single facility are flowing through.

COOLING WATER means the water Discharged from any use such as air conditioning, cooling, or refrigeration, to which the only Pollutant added is heat.

COUNTY means the County of DuPage, Illinois, by and through the DuPage County, Department of Public Works.

DAILY AVERAGE means the arithmetic average of all effluent samples for a Pollutant collected during a calendar day.

DAILY MAXIMUM means the maximum allowable Discharge limit of a Pollutant during a calendar day. Where Daily Maximum is expressed in terms of a concentration, the Daily Maximum is the arithmetic average measurement of the Pollutant concentration derived from all measurements taken that day. Where Daily Maximum is expressed in units of mass, the daily Discharge is the total mass Discharged over the course of a day.

DEADLINES FOR SUBMITTAL OF REPORTS AND INFORMATION required under this Ordinance or the COUNTY'S Enforcement Response Plan shall be considered met if the required report or information is received or postmarked by the due date.

DEBT SERVICE CHARGES means the annual principal and interest payments on all outstanding revenue bonds or other long-term capital debts.

DENTAL AMALGAM means an alloy of elemental mercury and other metal(s) that is used in the practice of dentistry.

DENTAL DISCHARGER means a facility where the practice of dentistry is performed, including, but not limited to, institutions, permanent or temporary offices, clinics, home offices, and facilities owned and operated by Federal, State, or local governments, that discharges wastewater to a Publicly Owned Treatment Works (POTW).

DEPARTMENT PROCESSING FEE means a one-time charge billed to any User of the wastewater treatment works or water works system for processing a connection application, inspection for reconnection or repair and any connection fee reimbursement request.

~~**DEPUTY DIRECTOR** means the Director/Superintendent of the DuPage County Department of Public Works, or their designee.~~

~~**DIRECTOR** means the Deputy Director/Superintendent of the DuPage County Department of Public Works, or their designee.~~

DISCHARGER means any Person, firm, establishment or institution that Discharges Wastewater, excluding inflow and infiltration, into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act and 35 Ill Adm. Code (IAC) 307.

DISCHARGE PERMIT means an individual or general permit issued to a User which specifies the requirements for Discharge of Wastewater or the requirements for zero Discharge of Wastewater as appropriate.

DULY AUTHORIZED AGENT means the County Board of DuPage County and designated employees and agents of the COUNTY.

DWELLING means a unit designed for occupancy by one family. It may be a house designed for the exclusive use of one family or it may be a portion of a building designed and intended to be used by one family.

EASEMENT means an acquired legal right for the specific use of land owned by others.

EFFLUENT CRITERIA are defined in any applicable "NPDES Permit."

~~**ENVIRONMENTAL PROTECTION AGENCY (EPA)** may refer to the USEPA, the IEPA, or both.~~ means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Division Director, the Regional Administrator, or other duly authorized official of said agency.

~~**EXISTING CONNECTIONS** means the average of residential equivalents connected to the COUNTY'S wastewater treatment works in the year prior to the year in which the connection fee is determined.~~

EXCESSING STRENGTH SURCHARGES means an additional charge which is billed to "Industrial Users" (~~see Section 36-74 for definition~~) for treating wastewater with an average strength in excess of normal domestic sewage.

EXISTING CONNECTIONS means the average of residential equivalents connected to the COUNTY'S wastewater treatment works in the year prior to the year in which the connection fee is determined.

EXISTING DENTAL DISCHARGE SOURCE means a dental discharger that is not a new source.

EXISTING SOURCE means any source of Discharge that is not a New Source.

FATS, OIL, AND GREASE (FOG) may be used interchangeably with “Oils and Grease”.

FECAL COLIFORM BACTERIA means any number of organisms common to the intestinal tract of human and animals whose presence in Sanitary Sewage is an indicator of pollution.

FEDERAL ACT or ACT or THE ACT or CLEAN WATER ACT means the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended by the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500) and the Clean Water Act of 1977 (P.L. 95-217) and regulations adopted thereunder, or latest adopted revisions.

FEDERAL GRANT means U.S. Government participation in the financing of the construction of treatment works as provided for by any ~~Federal federal~~ moneys used for the construction of ~~Public Works~~public works projects.

FIRE SUPPLY LINE means the water supply line dedicated solely for fire protection from the water main directly to the fire suppression system.

FLOATABLE OIL means oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. –A wastewater shall be considered free of floatable oil, fat, or grease if it is properly pretreated, and the wastewater does not interfere with the collection system.

FLOW means a volume of Wastewater per unit of time.

FOOD SERVICE ESTABLISHMENT (FSE) means any User engaged in the activities of manufacturing, preparing, serving, or otherwise making available for consumption foodstuffs that use one or more of the following preparation activities: blending, cooking by frying (all methods), baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, or poaching and infrared heating, searing, barbecuing, and any other food preparation or servicing activity that produces a consumable food product in or on a receptacle requiring washing to be reused. A limited food preparation establishment is not considered to be a FSE when only engaged in reheating, hot holding or assembly of ready to eat food products and as a result, there is no Wastewater Discharge containing significant amounts of FOG.

GARBAGE means any refuse or materials including but not limited to the following: putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, sale, or consumption of food; glass or metal containers, products or objects discarded as no longer useable; and paper, wood, and cardboard waste.

GRAB SAMPLE means a sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and, without consideration of time-, and over a period not to exceed fifteen (15) minutes.

GREASE, OIL, and SAND TRAPS means constructed devices, and their appurtenant surfaces and working parts, having the function of removing fats, oils and grease from wastewaters before such wastewaters are discharged to the COUNTY'S sanitary sewer system.

GREASE TRAP SLUDGE means the fats, oils, grease and other matter collected by any grease trap or substance trap installed in a regulated grease trap facility.

GREASE TRAP SLUDGE HAULER means any person licensed and authorized by any agency of the State of Illinois to remove and/or haul grease trap sludge.

HAULED WASTE means sanitary or process Wastewater transported as a commercial venture.

HOT SPOTS mean where areas of sanitary sewer lines have experienced Sanitary Sewer overflows or that must be cleaned and maintained frequently to avoid blockages of the sewer system.

IEPA means the Illinois ("STATE State") Environmental Protection Agency.

INDIRECT DISCHARGE or **DISCHARGE** means the introduction of Pollutants into POTW from any non-domestic source under Section 307(b), (c), or (d) of the Act.

INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM means the USEPA, IEPA, and County Board approved program outlining and describing the mechanics and requirements by which the COUNTY manages the Non-Residential discharges contributing to its publicly owned treatment works (POTW)

INDUSTRIAL USER (IU) or USER means a source of Indirect Discharge from a Non-Residential Source. As defined in this Ordinance, "Non-Residential Users" includes Industrial Users.

INDUSTRIAL WASTE means a combination of liquid and water carried wastes Discharged, permitted to flow or escape from any Non-Residential Source, including the Wastewater from Pretreatment facilities and polluted Cooling Water.

INFILTRATION means water other than wastewater that enters a sewer system (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, as is distinguished from, inflow.

INFLOW means water other than wastewater that enters a sewer system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include, and is distinguished from, infiltration.

INSTANTANEOUS LIMIT means the maximum concentration of a Pollutant allowed to be Discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial Flow rate and the duration of the sampling event.

INTEREST PAYMENTS and **FINANCE CHARGES** mean the total incurred cumulated interest and finance costs for construction, which creates additional capacity within the system, beginning with the year 1981.

INTEREST RECOVERY FEE means a one-time charge billed to any User of the wastewater treatment works for recovery of a pro rata share of interest payments and finance charges.

INTERFERENCE or **INTERFERE** means a Discharge which, alone or in conjunction with a Discharge or Discharges by other sources, inhibits or disrupts the POTW, its treatment processes or operations, or its Biosolids processes, use or disposal and therefore, is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of Wastewater or Biosolids use or disposal by the POTW in accordance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA)), and including State regulations contained in any STATE Biosolids management plan prepared pursuant to subtitle D of the SWDA, the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

An Industrial User significantly contributes to such a permit violation or prevention of sludge use or disposal in accordance with above cited authorities whenever such Industrial User:

- A. Discharges a daily pollutant loading in excess of that allowed by permit of the POTW or by Federal, State, or local law; or
- B. Discharges wastewater which substantially changes in nature or constituents from the Industrial User's average discharge, and the Industrial User must demonstrate that the change does not cause a negative impact to the POTW; or
- C. Discharges any substance, alone or in conjunction with discharges from other sources, which results in a POTW permit violation, or prevents sewer sludge use or disposal in accordance with the above cited authorities as they apply to the POTW's selected method of sludge management.

LABORATORY DETERMINATIONS means measurements, tests, and analyses of the characteristics of waters and wastes in accordance with procedures set forth by the Environmental Protection Agency in ~~40 CFR Part 136, dated July 1, 1994 or the~~ latest adopted revisions of 40 CFR Part 136.

LETTER OF COMPLIANCE means a letter giving approval to move forward with the project.

LIMITED DENTAL DISCHARGER SOURCE means a dental discharger that does not place dental amalgam and does not remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances. A New Limited Dental Discharge Source means a limited dental

discharger whose first discharge to a POTW occurs after July 14, 2017. An Existing Limited Dental Discharge Source means a limited dental discharger that is not a new source.

LOCAL LIMIT means the DuPage County Pretreatment Standards which specify quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into the wastewater treatment system as set forth in **FIGURE A**. **FIGURE A** indicates the concentration limits which must be met for all industrial discharges into the wastewater treatment system. On a case by case basis, the COUNTY, at the discretion of the Pretreatment Coordinator or designee, may develop mass limitations as an alternative to concentration limitations. Mass limitations, when implemented shall (1) be specific for an Industrial User and (2) take precedence over the concentration limits specified in **FIGURE A**. Mass limits shall be issued in conjunction with a permit which specifies the conditions under which such mass limits are allowed, any pretreatment which would be required and a provision that the mass limits shall be subject to change as the need for less stringent or more stringent regulations arise. All local limits, mass or concentration, take precedence over Federal and STATE pretreatment standards if the local limits are more stringent. The local limits shall be reviewed periodically as set forth in 40 CFR Part 403 or any revision thereto. Total industrial allocation shall not exceed the maximum allowable industrial loading for a given pollutant.

MAXIMUM ALLOWABLE HEADWORKS LOADING (MAHL) means the estimated maximum loading of a pollutant that can be received at a POTW's headworks without causing pass through or interference.

MAXIMUM ALLOWABLE INDUSTRIAL LOADING (MAIL) means the estimated maximum loading of a pollutant that can be received at a POTW's headworks from all permitted Industrial Users and other controlled sources without causing pass through or interference. This is usually calculated by applying a safety factor to the Maximum Allowable Headworks Loading and discounting for uncontrolled sources, hauled waste and growth allowance.

May means permissible.

MEDICAL WASTES mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

MILLIGRAMS PER LITER (mg/L) means a unit of the concentration of water or wastewater constituents. -It is 0.001 g of the constituent in 1,000 ~~mm~~mL of water.

MOBILE UNIT means a specialized mobile self-contained van, trailer, or equipment used in providing dentistry services at multiple locations.

MONTHLY AVERAGE means the sum of all "Daily Discharges" measured during a calendar month divided by the number of "daily Discharges" measured during that month.

MONTHLY AVERAGE LIMIT means the highest allowable average of "Daily Discharges" over a calendar month, calculated as a sum of all the "Daily Discharges" measured during a calendar month divided by the number of "Daily Discharges" measured during that month.

NATIONAL CATEGORICAL PRETREATMENT STANDARD, CATEGORICAL PRETREATMENT STANDARD, or CATEGORICAL STANDARD means:

- A. Any regulation containing Pollutant Discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- B. National Categorical Pretreatment Standard or Categorical Standard means any regulation containing pollutant discharge limits promulgated by the U.S. Environmental Protection Agency in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. Subsection 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- C. STATE Pretreatment Standard means the Pretreatment Regulations promulgated by the Illinois Environmental Protection Agency and as set forth at Title 35: Subtitle C: Chapter I: Subpart B of the Illinois Water Pollution Control Regulations.
- D. Local Pretreatment Standard or DuPage County Pretreatment Standard means the pretreatment standards as set forth herein.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM or NPDES means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits from point sources to waters of the United States, and imposing and enforcing Pretreatment Requirements, under Section 402 of the Clean Water Act (CWA).

NATIONAL POLLUTANT ELIMINATION DISCHARGE SYSTEM PERMIT (NPDES PERMIT) means any permit or equivalent document, or requirements issued by the Administrator, after enactment of the Federal Water Pollution Control Amendments of 1972, or Clean Water Act of 1977, to regulate the discharge of pollutants pursuant to Section 402 of the Federal Act. The COUNTY operates its Woodridge – Greene Valley POTW under NPDES Permit No. IL0031844, its Knollwood POTW under NPDES Permit No. IL0065188, its Nordic Park POTW under NPDES Permit No. IL0028398, and its Cascade Drive-In Theatre POTW under NPDES Permit No. IL0028428.

NATURAL OUTLET means any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

NEW DENTAL DISCHARGER SOURCE means a dental discharger whose first discharge to a POTW occurs after July 14, 2017.

NEW SOURCES mean:

- A. Any building, structure, facility, or installation from which there is (or may be) a Discharge of Pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307 (c) of the Act which will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that one of the following is true:

1. The building, structure, facility, or installation is constructed at a site on which no other source is located;
 2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the Discharge of Pollutants at an Existing Source;
or
 3. The production or Wastewater generating processes of the building, structure, facility, or installations are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
- B. Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section A2. or 3. above but otherwise alters, replaces, or adds to existing process or production equipment.
- C. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has done one of the following:
1. Begun, or caused one of the following to begin as part of a continuous onsite construction program:
 - a. Any placement, assembly, or installation of facilities or equipment; or
 - b. Significant site preparation work including, clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or
 2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
- D. New Sources shall install and have in operating condition and shall “start-up” all pollution control equipment required to meet applicable Pretreatment Standards before beginning to Discharge.

NON-CONTACT COOLING WATER means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

NON-DOMESTIC USAGE means include but are not limited to process rinse waters and wastewaters, excessive food and beverage wastes, discharges of cooling waters which contain

chemicals which may be harmful to the treatment plants and/or sewer system, special cleaning solutions which may be corrosive or which may contain toxic organic chemicals.

NON-METERED USAGE CHARGE means the minimum usage charged to a customer that is connected to water and/or sewer service without the use of a valid water meter.

NON-RESIDENTIAL USER means all Users not defined as Residential Users, including but not limited to Industrial Users.

NON-SIGNIFICANT REGULATED USER (NSRU) means a Non-Residential User that meets the criteria outlined in Section 36-129.B.3.e.

NORMAL DOMESTIC SEWAGE (for the purpose of determining surcharges) means wastewater having an average daily concentration of not more than two hundred twenty (220) milligrams per liter (mg/L) of five (5) day "Biochemical Oxygen Demand" (BOD) and not more than two hundred forty (240) milligrams per liter (mg/L) of "Suspended Solids" (SS).- This comes from normal washing, cleaning, and washroom activities, kitchen activities, and cooling water, which does not contain anything toxic which, if discharged into the sewer system, would constitute a violation of this Ordinance.

OILS AND GREASE mean any hydrocarbons, fatty acids, soaps, fats, waxes, oils and any other material that is extracted by a solvent in a method approved in 40 CFR Part 136.

ORDINANCE means this ordinance, the DuPage County Water Supply and Distribution and Wastewater Treatment Ordinance, and may be commonly referred to as "chapter", "ordinance", or the "DuPage County Water/Wastewater Treatment Ordinance".

OPERATION AND MAINTENANCE COSTS means all costs necessary to provide adequate wastewater collection, transportation, and treatment on a continuing basis, in order to produce an effluent discharge to the receiving waters that conforms to all related Federal, ~~STATE~~State, and local requirements.

OTHER CONTRACTUAL SURCHARGES means an amount billed to those Users that are affected by an agreement between the DuPage County ~~of DuPage~~ and a second party, the User or a special User class.

OVERHEAD SEWER means a sewer that does not Discharge to a public or private sewer main through the use of gravity. Overhead sewers utilize a pump to lift the Sewage to an elevation where gravity can then carry away the Wastewater. Non-Residential Wastes Discharged from Overhead Sewers are subject to all the same limits and requirements of Sanitary Sewers.

PASS THROUGH means a Discharge that exits the POTW into waters of the United States in quantities or concentrations, which alone or in conjunction with Discharge or Discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.

An Industrial User contributes to pass through when it:

A. Discharges a daily pollutant loading in excess of that allowed by a permit of the COUNTY or by Federal, State, or local law; or

B. Discharges wastewater which substantially differs in nature or constituents from the Industrial User's average discharge.

PERSON means an individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity (public or private) or their legal representatives, agent, or assigns.- The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

"pH" means a measure of the acidity or alkalinity of a solution-expressed in standard units.

~~PPM means parts per million by weight.~~

POLLUTANT means any dredged spoil, solid waste, incinerator residue, filter backwash, Sewage, Garbage, Wastewater Biosolids, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt or industrial, municipal, and agricultural Wastes and certain characteristics of Wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

POPULATION EQUIVALENT (PE) means the evaluation of the impact of industrial or other waste on a treatment works or stream. -One (1) population equivalent is one hundred (100) gallons of sewage per day, containing no more than two hundred twenty (220) mg/l of five (5) day BOD and two hundred forty (240) mg/l of SS. The impact on a Treatment Works is evaluated or defined as the highest Population Equivalent of the three (3) parameters. (IEPA 301.345).

POTENTIAL INDUSTRIAL USER means a ~~user~~-User which is not classified as an Industrial User, but which User could potentially discharge non-domestic waste (as defined herein) into the COUNTY'S sanitary sewer system.

~~PPM means parts per million by weight.~~

PRETREATMENT means the reduction of the amount of Pollutants, the elimination of Pollutants, or the alteration of the nature of Pollutant properties in Wastewater prior to, or in lieu of, Discharging or otherwise introducing such Pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except as prohibited by 40 CFR Part 403.6(d) or any revision thereto unless allowed by an applicable Pretreatment Standard. Appropriate pretreatment technology includes surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR Part 403.6(e) or any revision thereto.

PRETREATMENT COORDINATOR means the Superintendent of the DuPage County Department of Public Works or their designee.

PRETREATMENT STANDARDS or REQUIREMENTS or STANDARDS mean for any specified Pollutant, COUNTY prohibitive Discharge Standards as set forth in Section 36-10, COUNTY specific limitations on Discharge as set forth in Section 36-75, State of Illinois Pretreatment Standards in Ill. Adm. Code Section 307, or the National Categorical Pretreatment Standards.

PRIVATE WASTEWATER DISPOSAL SYSTEMS means A private network of pipes, pumping stations, and other infrastructure that transports sewage from its source to the destination that will treat and/or dispose of it.

PROHIBITED DISCHARGE STANDARDS or PROHIBITED DISCHARGES means absolute prohibitions against the Discharge of certain substances; these prohibitions appear in Section 36-10.

PROPERLY SHREDDED GARBAGE means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particles greater than one-half ~~(1/2)~~^(1/2) inch, (1.27 centimeters) in any dimension.

PUBLIC SEWER means any sanitary sewer provided by or subject to the jurisdiction of ~~the DuPage County of DuPage.~~ It shall also include sewer within or outside the COUNTY boundaries, including sewers within municipal boundaries that serve one (1) or more persons and ultimately discharge into the COUNTY sanitary sewerage system, even though those sewers may not have been constructed with COUNTY funds.

PUBLIC WORKS COMMITTEE means the committee of elected DuPage County Board ~~members~~^{Members} as assigned by the County Board ~~Chairman~~^{Chair} and as approved by the County Board, responsible for direction pertaining to the operations of the Department of Public Works.

PUBLICLY OWNED TREATMENT WORKS or POTW means a ~~“Treatment Works”~~^{“Treatment Works”} as defined in Section 212 of the Federal Act, (33 U.S.C. section 1292), which is owned by the STATE or a municipality (as defined in Section 502(4) of the Federal Act). -This definition includes any devices and systems owned by ~~the DuPage County of DuPage~~ used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. -It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW owned and ~~operated by the County of DuPage/or operated by DuPage County, Department of Public Works (COUNTY), as well as any part of the sanitary sewer collections system tributary to such treatment plants. Synonymous with POTW Treatment Plant, Wastewater Treatment Works, Water Pollution Control Facility, and Wastewater Facility.~~

REGIONAL ADMINISTRATOR means the Regional Administrator for USEPA Region V.

REGULATED GREASE TRAP FACILITY means a place, whether inside or outside a building, including the parcel of real estate upon which it is located, excluding any building which is used solely for residential purposes, where there is an operation or process working which involves the manufacture, processing or preparation of food or food products and which discharges fats, oils, grease and other matter which would be collected by a grease trap or substance trap.

REPLACEMENT COSTS means the expenditures for obtaining and installing equipment, accessories, or appurtenances to maintain the design capacity and performance during the service life of the wastewater treatment works.

RESIDENTIAL EQUIVALENT (RE) means a unit of measure equivalent to the flow of three hundred fifty (350) gallons per day, or three and one-half (3.53½) P.E., or ten thousand five hundred (10,500) gallons per month, of normal domestic strength sewage into sewers owned or operated by the DuPage County of DuPage or sewers tributary to sewage treatment units owned by the DuPage County of DuPage.

RESIDENTIAL SOURCE or RESIDENTIAL USER means any single family or multi-family Dwelling unit designed primarily as a place of human habitation which Discharges only domestic Wastewater to the COUNTY's system.

REVENUE BOND COSTS mean the annual principal, interest, and reserves for payments on all outstanding revenue bonds or other long-term capital debts.

RIGHT OF WAY means the strip of land over which facilities such as highways, railroads, or power lines are built. ~~No private property shall be located in the public right-of-way, such as but not limited to, sprinklers, dog fences, etc. as it will not be the responsibility of the COUNTY to repair or replace such items.~~

SANITARY SEWER SYSTEM means a sewer that conveys ~~sewage or wastewater from residences, commercial buildings, industrial wastes, or a combination of both, plants and facilities,~~ and into which ~~stormwater, surface, and groundwaters water, ground water,~~ or unpolluted ~~waters~~non-contact cooling water are not intentionally admitted. ~~For the purposes of this Ordinance, sanitary sewer system shall refer to those systems owned by the COUNTY, but which may or may not necessarily discharge into a COUNTY owned POTW.~~

SEPTIC TANK WASTES mean any Sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

SERVICE SEWER means the service extension from the building to the public sewer or other place of disposal.

SEWAGE means human excrement and gray water (household showers, dishwashing operations, etc.).

SEWER means a pipe or conduit for conveying sewage.

SEWER MAINTENANCE CHARGES means a minimum charge billed to all Users connected to the COUNTY owned and maintained collection sewers.

SEWERAGE means the system of sewers and appurtenances for the collection, transportation, pumping and treatment of sewage.

SHALL means ~~is~~ mandatory.

SIGNIFICANT INDUSTRIAL USER (SIU) means a User of the POTW (except as provided by paragraphs 3 and 4) who is:

A. A User subject to any National Categorical Pretreatment Standards; or

B. A User that:

1. Has an average process Wastewater Discharge Flow of twenty-five thousand (25,000) gallons or more per work day (excluding sanitary, non-contact cooling and boiler blow-down Wastewater);
2. Has a Discharge Flow of process Wastewater that makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant; or
3. Is designated as such by the COUNTY on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.

C. The COUNTY may determine that a User subject to Categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the User never Discharges more than 100 gallons per day (gpd) of total categorical Wastewater (excluding sanitary, non-contact cooling and boiler blowdown Wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

1. The User, prior to the COUNTY's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;
2. The User annually submits the certification statement required in Section 36-12638.C [see 40 CFR Section 403.12(q)], together with any additional information necessary to support the certification statement; and
3. The User never Discharges any untreated concentrated Wastewater.

D. Upon a finding that a User meeting the criteria in Subsection (B) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the COUNTY may at any time, on its own initiative or in response to a petition received from a User, determine that such User should not be considered a Significant Industrial User in accordance with 40 CFR Section 403.8(f)(6).

SINGLE FAMILY DWELLING UNIT means a single-family residence, or each apartment unit or each condominium unit in a multifamily building receiving an individual bill.

SLUDGE means the residue materials that are removed or withdrawn from the wastewater treatment process.

SLUG or SLUG LOAD means any non-routine Discharge of an episodic nature of any pollutant, including but not limited to an accidental spill or a non-customary batch Discharge or any Discharge of a flow rate or concentration, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions or a non-customary batch Discharge or any Discharge of flow rate or concentration that could cause a violation of the Prohibited Discharge Standards in Section 36-10.

SPECIAL CONNECTION FEE means the ~~eat~~ fee assessed to cover total ~~County~~ COUNTY expenditures associated with installation of the sanitary sewer and, or, water main extensions for service of a particular area, by which fee is assessed in addition to the Connection Fee. Special connection fees shall be determined by the Superintendent or designee based on total COUNTY expenditures allocated amongst the serviced properties using such methodology as deemed appropriate by the Superintendent or designee in each particular instance.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) means a numerical categorization used by the Department of Commerce to denote segments of industry.

STANDARD SPECIFICATIONS mean the "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition.

STATE means the State of Illinois.

STATE ACT means the Illinois Environmental Protection Act, Public Act 76-2429, and regulations adopted thereunder, Illinois Compiled Statutes, 1992, Chapter 415, paragraph 5/1 et seq. (Ill. Rev. Stat. 1991, Chap. 111-1/2, Par. 1001 et seq.).

STATE GRANT means State of Illinois participation in the financing of the construction of treatment works as provided for by the Illinois Antipollution Bond Act, and for making such grants as filed with the Secretary of the State of Illinois.

STORM SEWER means a sewer that carries ~~storm, rainwater, snow melt, and surface, and groundwater~~ drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.

STORMWATER means any Flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

SUMP PUMP means any electrical and/or mechanical device designed to raise water from a lower level to a higher level and is designed to remove collected storm water from a pit to a Storm Sewer or other approved point of Discharge.

SUPERINTENDENT means the Deputy Director/Director of the DuPage County Department of Public Works, or their designee.

SURCHARGE means the assessment in addition to the basic User charge and debt service charge which is levied on those Users whose wastes are greater in strength than the concentration values established in Section 36-201.A.3.

~~**SUSPENDED SOLIDS (SS)** means solids that either float on the surface of, or are in suspension in water, sewage, or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Laboratory Determinations."~~

T used in conjunction with another term (such as in **CYANIDE-T**) means total.

TOTAL ANNUAL BILLABLE FLOW means the sum of all Users' sewage flow, including commercial, institutional, and governmental flows discharged to the wastewater treatment works, as determined by metered water consumption and the estimated annual flow from all private wells.

TOTAL NET EQUITY means the total assets of the ~~County's~~ COUNTY's wastewater treatment works, minus the related liabilities, as determined by the annual audit of the year prior to the year in which the connection fee is determined.

TOTAL SUSPENDED SOLIDS (TSS) means solids that either float on the surface of, or are in suspension in water, sewage, or industrial waste, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in "Laboratory Determinations."

TOTAL TOXIC ORGANICS means the summation of all quantifiable values greater than 0.01 Milligrams Per Liter for the toxic organics specified in the applicable regulation.

UNAUTHORIZED PERSONS mean any person, as defined above, not possessing a valid wastewater discharge permit or water supply distribution permit from the DuPage County Department of Public Works.

UNPOLLUTED WATER means water of quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

UPSET means an exceptional incident in which there is unintentional and temporary noncompliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the Industrial User. An Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

USEPA means the United States Environmental Protection Agency.

USER means any ~~user~~ source of indirect discharge, industrial, potentially industrial or otherwise, of the ~~COUNTY'S Water Supply and Distribution System~~ COUNTY's water supply, and Wastewater Treatment System distribution system, and wastewater treatment system. It also includes persons or sources that are prohibited from discharging specific pollutants or waste streams to the POTW.

USER CHARGE means a charge billed to all Users of the wastewater treatment works and water system for the cost of operation, maintenance, and replacement.

WASTEWATER means the spent water of a community.- It may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, ~~and institutions, together with any ground water, surface water, and storm water that may inadvertently be present.~~ "Sewage" is used interchangeably herein with "wastewater"-manufacturing facilities, and institutions-, whether treated or untreated, which are contributed to the POTW.

WATER QUALITY STANDARDS are defined in the Water Pollution Regulations of Illinois ~~adopted under, Title 35, Subtitle C, Chapter I.~~

WASTEWATER DISCHARGE PERMIT means the document or documents issued to a User by the COUNTY pursuant to Section 36-130.

WASTEWATER SERVICE CHARGE means a minimum charge billed to all Users from the date any User connects to the wastewater treatment works.

WASTEWATER TREATMENT WORKS means any devices and systems used in the transportation, storage, treatment, recycling, and reclamation of sewage, including outfall sewers, intercepting sewers, sewage collection systems, pumping systems, and their appurtenances, including land that is occupied by the treatment units.

WATER SERVICE CHARGE means a minimum charge billed to a landowner or developer of a new subdivision for each platted lot, from the date on which the COUNTY awards the contracts to construct COUNTY-constructed wells, treatment, or storage facilities.

WATERCOURSE means any outlet of surface water drainage into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

WORKING DAYS: ~~means Mondays through Fridays, 7:00 am—4:00 pm.~~
~~("DAYS" shall refer to each calendar day.)~~

~~(Business hours shall mean 8:00 am—4:00 pm.)~~A day on which work, or service is performed by an industry, typically Mondays through Fridays.

Sec. 36-3. JURISDICTION

This Ordinance shall apply to the COUNTY and to Persons outside the COUNTY who are, by contract or agreement with the COUNTY, Users of the COUNTY POTW. Contract and agreement provisions are provided in Section 36-130.J.

Sec. 36-4. FALSIFYING INFORMATION

Any applicant, or anyone acting on behalf of the applicant who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other document filed or required to be maintained pursuant to this ordinance, Sewer Service Connection Permit, or Non-Residential Wastewater Discharge Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this ordinance shall be guilty of a petty offense punishable by a fine not to exceed one thousand dollars (\$1,000.00),

or other remedy available at law or in equity (pursuant to authority granted at 55 ILCS 5/5-1113 and 5/5-15001, et seq.).

In case any applicant, or anyone acting on behalf of the applicant, is in violation of this ordinance, the proper authorities of the COUNTY, may in addition to other remedies, institute any appropriate action or proceedings in equity to prevent or abate such violation and to further prevent any illegal act.

Sec. 36-5. CONFIDENTIAL INFORMATION

- A. Information and data (other than effluent data) about a User obtained from reports, questionnaires, inspections, permit applications, permits, monitoring programs, and sampling activities shall be available to the public without restriction, unless the User specifically requests and is able to demonstrate to the satisfaction of the Pretreatment Coordinator or designee and COUNTY Attorney, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the User under applicable State law. Any such request must be asserted at the time of submission of the information or data. When such a confidentiality claim is asserted, the information shall be treated as such until a determination is made by the COUNTY. Effluent data shall be available to the public without restriction.
- B. When requested and demonstrated by the User furnishing a report that such information would be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available to the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or Pretreatment program, and enforcement proceedings involving the Person furnishing the report Wastewater constituents, characteristics, and other “effluent data”, as defined by 40 CFR Part 2.302, will not be recognized as confidential information and will be available to the public without restriction.

Sec. 36-63 through 36-9-8. RESERVED

ARTICLE 2: USE OF WASTEWATER TREATMENT WORKS

Sec. 36-9. APPLICABILITY

- A. It shall be unlawful to Discharge or cause to be Discharged to any facility served by the COUNTY, without having first complied with the terms of this ordinance.
- B. Users must meet the most stringent applicable requirements and limitations at all times either as set forth in this Ordinance, or in individual Wastewater Discharge Permits, Federal Pretreatment Standards as established by 40 CFR Part 403, or State of Illinois Standards as codified in 35 IAC 307. Said Users shall provide the necessary Wastewater treatment to achieve compliance with all National Categorical Pretreatment Standards and requirements within the time limitations as specified by the Federal Pretreatment Regulations, and with any other Pretreatment Standards including Local Limits and requirements, by applicable deadlines.

Sec. 36-10. PROHIBITED DISCHARGE

These general prohibitions apply to all Users of the POTW regardless of whether they are subject to a Categorical Pretreatment Standard or any other National, STATE, or local Pretreatment Standards or Requirements.

- A. No person shall discharge, or cause to be discharged, any stormwater, surface water, groundwater, roof runoff, sump pump discharge, or subsurface drainage waters to any sanitary sewer. Prohibited discharges to any public wastewater treatment works shall include, but not be limited to, the following described waters, wastes, or substances:
1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas; or any other substances which by reason of their nature or quantity may create a fire or explosion hazard or be injurious to the POTW or to the operation of the POTW, including but not limited to, waste streams with a closed cup flashpoint of less than ~~1400~~one hundred forty degrees (140°F) Fahrenheit ~~(140°F)~~ or ~~600~~sixty degrees (60°C) Centigrade ~~(60°C)~~ using the test methods specified in 40 CFR Part 261.21.
 2. Any waters or wastes containing toxic or poisonous pollutants (solids, liquids, or gases, vapors, and fumes;), in sufficient quantity, either singularly or by interaction with other wastes, so as to:
 - a. ~~injure or~~ interfere with, or cause a potential problem to any sewage~~POTW~~ treatment process ~~or~~ facility, worker, or entry into sewers for maintenance and repair;
 - b. constitute a hazard to humans or animals;
 - c. create a public nuisance; and/or

- d. create any hazard in the receiving water of the wastewater treatment works; and/or
 - e. exceed limitation as set forth in the existing Act, or the Act as it may be amended.
3. Any waters or wastes having a pH lower than 5.0 or greater than 12.0 ~~excessive, or having any other corrosive property capable of causing damage or hazard to structures, equipment, or personnel in the POTW. The pH limits are instantaneous limits that shall be met at all times, and are not subject to averaging.~~ Excessive quantities of material discharged over 10.5, however, may be restricted if damage to the sewer system or treatment plant operational problems are found to result from this excessive discharge.
4. ~~Solid~~ Solids, solid wastes, or viscous substances in quantities or of such size as being capable of causing obstruction to the flow in sewers or POTW, or other interference with the proper operation of the ~~wastewater treatment works~~ POTW such as, but not limited to: waste cooking oil, grease, grease interceptor wastes, garbage with particles greater than one-half (1/2-inch) in any direction, ashes, cinders, sand, spent lime, stone or marble dust, mud, straw, shavings, metal, glass, straw, shavings, grass clippings, rags, spent grains or hops, feathers, tar, plastic, wood, plastics, residues from gas, tar, asphalt, residues from refining or processing fuel or lubricating oils, mud or glass grinding or polishing waste, fatty acids or esters of fatty acid, unground garbage (*-refer to paragraph below), paper, paper dishes, cups, milk containers, entrails, whole blood, feathers, paunch manure, bones, hair, hides or fleshings, animal guts or tissues, body parts, entrails, etc., either whole or ground by garbage grinders; or any material which can be disposed of as trash.

*or any garbage that has not been properly shredded, (as defined in See Section 36-2 of this Ordinance) unless approved by the Superintendent ~~or designee.~~ (The installation and operation of any garbage grinder equipped with a motor of three-fourths (~~3/4~~3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the Superintendent or designee).
5. Substances which may solidify or become viscous at temperatures between thirty-two degrees Fahrenheit (32⁰F), (zero degrees centigrade (0⁰C)), and one hundred four degrees Fahrenheit (104⁰F), (forty degrees centigrade (40⁰C)), in such volumes that they may plug the sewer line, or in such volumes that they may cause obstructions to the flow in sewers, or may cause other interferences with the proper operation of the wastewater treatment works.
6. Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established by applicable STATE or Federal regulations.
7. Materials in excess of the DuPage County Local Limits as set forth in **FIGURE A,** Wastewater Local Limits, or any other applicable STATE or Federal Regulations.

8. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts in excess of 100 mg/l any amount(s) that will cause interference or pass-through.
9. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewagePOTW treatment processes employed, or are not in compliance with Article 4, or are amenable to treatment only to such degree that the sewage treatment unitPOTW effluent cannot meet the requirements of agencies having jurisdiction over discharge to the receiving waters, or may cause interference as defined herein at See:Section 36-75.
10. Materials which exert or cause:
 - a. Concentrations of inert suspended solids (such as, but not limited to Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium sulfate) which adversely affect the wastewater treatment works;chloride and sodium sulfate) that will cause a potential problem or interfere with POTW operations;
 - b. Excessive discoloration (such as, but not limited to dye wastes and vegetable tanning solutions) which is nonbiodegradable and/or passes through the treatment facility into the receiving water;
 - c. Ammonia Nitrogen, BOD, SS, COD, or chlorine requirements in such quantities as to constitute a load on the sewage treatment works above its design capabilities, and/or which may interfere with the operation of the sewage treatment works, contributing to pass through or causing a POTW NPDES permit violation, orviolation of Water Quality Standards of the receiving waters of the POTW, violation of other applicable Federal and STATE standards, violation of general effluent Discharge Standards; or any pollutant that is discharged at a flow or concentration that causes interference.
11. Heat in amounts which will inhibit biological activity in the POTW resulting in or cause interference in the COUNTY's POTW facilities, but in no case heat in such quantities that the temperature at the POTW exceeds forty degrees Centigrade (40⁰C) (one hundred four degrees Fahrenheit (104⁰F)).
12. Any Toxic Organic Substance, especially those generally considered to be insoluble in water, except as expressly regulated by permit from the COUNTY (see SEC36Section 36-124130.E).
13. Amalgam – United States Environmental Protection Agency (EPA) put into effect on July 14, 2017, Dental Rule (40 CFR 441) that requires all dental offices (including existing) to install an amalgam separator with a ninety-five percent (95%) removal efficiency and submit certification.

For more information see USEPA's Dental Effluent Guidelines website.

14. Any Unpolluted Water including, but not limited to, uncontaminated Non-contact Cooling Water, stormwater, surface and ground-waters, subsurface drainage, roof run-off, spill contaminant area run-off, footing drains, or construction drainage except as specifically permitted by the Pretreatment Coordinator or designee.
15. Any noxious or malodorous solids, liquids, or gases, which either singly or by their interaction are capable of creating a public nuisance or hazard to life, or to Interfere with, inhibit or cause a Potential Problem to any operation of POTW, including but not limited to, prevention of entry into sewers for their maintenance and repair.
16. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems or which necessitate the COUNTY taking special measures to counteract and/or alleviate the impact of the Pollutant(s).
17. Any Wastewater containing substances in sufficient quantity to Interfere with the POTW.
18. Any Pollutant, including oxygen demanding Pollutants, released in a Discharge at a Flow rate and/or Pollutant concentration (including any Slug load), either singly or by interaction with other Pollutants which may cause Interference with, inhibit, or cause a Potential Problem at the POTW.
19. Any wastes containing detergents, surface active agents, aqueous firefighting foam or other substances which may cause excessive foaming in the collection system or the treatment process that result in POTW Interference and/or Pass Through and/or is shown to inhibit the nitrification process. Wastes prohibited in this section shall not be processed or stored in such a manner that they could be Discharged to the POTW.
20. Additives for the purpose of emulsifying or biologically/chemically treating FOG for grease remediation or as a supplement to Interceptor maintenance that have a content of enzymes, surfactants or solvents that is greater than ten percent (10%) of the volume without the written consent of the Pretreatment Coordinator or designee.
21. Any Wastewater containing any organism, including viruses, considered pathogenic and/or detrimental to POTW organisms other than by direct excrement and any other wastes defined as Medical Wastes.
22. Wastewater or wastes containing iron pickling wastes, concentrated plating solutions or coating solutions whether neutralized or not.
23. Any leachate, groundwater remediation Wastewater or waste material, originating within the POTW service area, which does not meet Discharge limitations as set forth in this Ordinance or determined by this Ordinance except at Discharge points designated by the Pretreatment Coordinator or designee.

24. All trucked or Hauled Waste; except at the COUNTY designated discharge points. All such wastes are to be individually approved and permitted by the COUNTY as set forth in this Ordinance prior to Discharge.
25. Any biosolid, screenings or other residues from the pretreatment of Non-Residential wastes.
26. Any solid, solid waste or viscous substances that have caused an obstruction to the flow in a sewer that is eliminated by a professional service or contractor.
27. Any substances that inhibit the use of UV for disinfection purposes.
28. Any Wastewater causing the POTW effluent to fail a toxicity test.
29. Any substance which may cause the COUNTY's POTW effluent or Biosolids, to be unsuitable for reclamation and re-use, or Interfere with the reclamation processes. In no case shall a substance Discharged to the COUNTY's POTW cause the COUNTY to be in noncompliance with any Biosolids use or disposal regulations developed under Section 405 of the Act; or any regulations affecting Biosolids use or disposal developed pursuant to the Resource Conservation and Recovery Act, Solids Waste Disposal Act, Toxic Substance Control Act, or any STATE or local Standards applicable to any Biosolids management methods either being used, or considered by the COUNTY.
30. Any waste containing items that could clog or damage the COUNTY's sanitary sewers, pump stations or POTW operation including but not limited to the following items: disposable wipes, personal care wipes and products, antibacterial wipes, feminine care products, diapers, baby wipes, wet/dry cleaning cloths, rags, paper towels, napkins, string, zip ties, laundry dryer sheets, and any plastic products.

- B. No person shall discharge to the sewer system any other substances, materials, waters, or wastes, if it appears likely in the opinion of the ~~Superintendent~~Pretreatment Coordinator or designee that such wastes can harm either the sewer, sewage treatment process, or equipment, have any adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. —In formation of the ~~Superintendent's~~Pretreatment Coordinator or designee's opinion as to the acceptability of other wastes, the ~~Superintendent~~Pretreatment Coordinator or designee will give consideration to ~~such~~ factors including but not limited to ~~as~~ the quantities of subject wastes in relation to flows and velocities in the sewer, materials of which the sewers are constructed, nature of the sewage treatment process, capacity of the sewage treatment units, degree of treatability of wastes in the sewage treatment units, and maximum limits established by local, State, and Federal regulatory agencies.
- C. In those sanitary sewer systems which appurtenances are owned by the COUNTY, however, which may not necessarily discharge into a COUNTY POTW, wastes which could cause damage or blockage to the COUNTY'S devices or appurtenances are prohibited from discharge (i.e. Glen Ellyn Heights Sanitary Sewer System).

- D. For discharges or proposed discharges which are prohibited as defined in Section 36-10 .A. and .B. above, the ~~Superintendent~~ Pretreatment Coordinator or designee shall:
1. Require pretreatment as specified in Article 4; or
 2. Require control over the quantities and rates of discharge of the waste.
- E. No User shall introduce or cause to be introduced, directly or indirectly to the COUNTY's POTW, any Pollutant or Wastewater contaminant which will Pass Through, cause Interference with, inhibition of, or cause a Potential Problem to the operation of the POTW.;
- F. No User shall increase the use of potable or process water in any other way, attempt to dilute a Discharge as a partial or complete substitute for adequate treatment in order to achieve compliance with a Pretreatment Standard or Requirement except where expressly authorized to do so by an applicable Pretreatment Standard or Requirements and in a Wastewater Discharge Permit. The Superintendent or designee may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.
- G. Wastes prohibited in this section shall not be processed or stored in such manner that they could be Discharged or introduced to the POTW. All Users with prohibited wastes described in this section or those that have Hazardous Wastes as defined in Section 36-144 shall develop and implement a Spill Prevention/Slug Control Containment and Countermeasures Plan consistent with the requirements in Section 36-12. The Pretreatment Coordinator or designee may also determine Spill Prevention/Slug Control is required of liquids and solids not previously described on either list based on an evaluation of a site potential to cause spills or Slug Loads to be introduced to the POTW. Notice Requirements shall be permanently posted as provided in Sections 36-12 and 36-142. Spill planning applies to all Users not just classified SIU or regulated NSRU.
- H. Requirements of Polluted Discharges - Discharge Locations:
1. Discharge of Polluting Substances From Fixtures into Storm Sewers Prohibited. It shall be unlawful for any Person or User to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, Industrial Waste, or any fixture or device Discharging polluting substances, to any Storm Sewer or storm water drainage system within the corporate limits of the COUNTY.
 2. Discharge of Sanitary and Industrial Waste into Storm Drainage Systems Prohibited, Nuisance Declared. For reasons of the protection of the health, safety and welfare of the inhabitants of the COUNTY, is the declared policy of the COUNTY to prohibit sanitary and Industrial Waste from entering into the storm water drainage system, and any such connection to the storm water drainage system is determined to be injurious to the public health and welfare and is hereby declared a public nuisance.

3. Prohibited Discharges into Natural Outlets. It shall be unlawful to Discharge into any Natural Outlet within the jurisdiction of the COUNTY, any sanitary Sewage, Industrial Wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance and the required permits have been obtained and is in compliance with the Clean Water Act.

I. Requirements of Unpolluted Discharges

1. Discharge of Sump Pumps. A Sump Pump or Sump Pumps must Discharge into a Storm Sewer system; or with the prior written permission of the DPW may Discharge outside a building in an area first approved by the DPW. A shut-off valve or similar device which can divert the unpolluted Discharge from the Sump Pump into the Sanitary Sewer system, rather than into the storm system, or vice versa, shall not be constructed or installed, and any construction or installation of same shall be deemed a violation of this Ordinance. It shall be prima facie evidence of a violation of this Ordinance if any Person or User has on their premises or under their control a Sump Pump, or any other pump, fixture, or gravity drain connected to the Sanitary Sewer system which would allow the Flow of Unpolluted Water into the Sanitary Sewer system.
2. Discharge of Unpolluted Drainage into Storm Sewers or Natural Outlets. Storm water and all other unpolluted drainage shall be Discharged to such sewers as are specifically designated as Storm Sewers, or to a Natural Outlet approved by the DPW. Industrial Cooling Waters or unpolluted process waters may be Discharged, upon approval by the DPW and the IEPA if appropriate, to a Storm Sewer or Natural Outlet. Discharges are required to be in compliance with the Clean Water Act.
3. Discharge of Unpolluted Discharges Upon Adjacent Property or Public Streets or Ways Prohibited. It shall be unlawful for any Person or User to Discharge any storm water, surface water, ground water, roof runoff, or subsurface drainage, including the use of a Sump Pump, for such purpose or in such manner as to cause waters to overflow onto adjacent property or to be Discharged upon any public street or public way.

Sec. 36-11. NOTICE OF UNAUTHORIZED USE.

- A. Any officer, employee, or agent of a User, Potential Industrial User, or Industrial User of the wastewater treatment works shall notify the COUNTY by telephone immediately, or as soon as possible, after the discovery of any unusual flows or prohibited wastes as defined in Section 36-10 of this Ordinance that are discharged accidentally or otherwise to the wastewater treatment system.
- B. An Industrial User shall submit to the COUNTY, a written notification of any unusual discharge within twenty-four (24) hours. An Industrial User shall have procedures to follow should a spill occur and develop remedies to prevent future recurrence of such spills.

Sec. 36-12. SPILL PREVENTION AND SLUG CONTROL PLANS

- A. All permitted Industrial Users shall provide protection from accidental discharge of materials which may interfere with the POTW by developing, implementing, and maintaining spill prevention plans.- Facilities necessary to implement these plans shall be provided and maintained at the owner's or Industrial User's expense. -Spill prevention plans, including the facilities and the operating procedures, shall be approved by the COUNTY before construction of the facility.
- B. Industrial Users that store hazardous substances shall not contribute to the POTW after the effective date of this Ordinance if a required spill prevention plan has not been approved by the COUNTY. Approval of such plans shall not relieve the Industrial User from complying with all other laws and regulations governing the use, storage, and transportation of hazardous substances.
- C. All permitted Non-Residential Users are required to develop, implement, and maintain Best Management Practices in the form of an Accidental Discharge & Slug Control Plan, hereafter referred to as Spill Plan. All Non-Residential Users that meet the below criteria are required to develop and implement a Spill Plan, regardless of whether that User is regulated by a Discharge permit or not.
1. Chemicals (raw materials, chemical intermediates, wastes to be recycled, final products, or utility chemicals) that total or exceed 250 gallons at or on its site;
 2. Prohibited Discharge Materials as defined in Section 36-10 at or on its site; ~~or~~
 3. Hazardous Waste as defined in Section 36-144 at or on its site; or
 4. Any use and/or discharge defined by the Pretreatment Coordinator or designee to have a need to control Slug Discharges.
- ~~C.D.~~ The COUNTY shall evaluate each Significant Industrial User at least once every two (2) years, and other ~~Industrial~~Non-Residential Users as necessary, to determine whether such ~~Industrial~~Non-Residential User needs a revision to their existing plan to control slug discharges.. The Pretreatment Coordinator or designee may require any User to submit at a frequency less than two (2) years such Spill Prevention and Slug Control Plan(s) or require modification of an existing Plan based on changes that have occurred at the site or in response to an incident that had the potential to impact the POTW.
- In alternate years, the Pretreatment Coordinator or designee shall evaluate whether each NSRU is required to file a revision to its Spill Plan based on changes that have occurred at the site or in response to an incident that had the potential to impact the POTW.
- E. If the COUNTY decides that a Spill Prevention and Slug Control Plan is needed, the plan shall contain, at a minimum, the following elements:
1. Minimum Contents of the Spill Prevention and Slug Control Plan:

- ~~1.a.~~ A description of all discharge practices, including ~~no routine~~ non-routine batch discharges;
- ~~2.b.~~ A Description of all stored chemicals including quantity of chemicals, type, and number of storage containers;
- ~~3.~~ ~~Procedures for immediately notifying the COUNTY of slug discharges including any discharge prohibited under Section 36-10 of this Ordinance with procedures for follow-up written notification within seven (7) working days;~~
- ~~c.~~ A site diagram showing location(s) of all tanks holding greater than or equal to 250 gallons, or areas containing 8 drums or more of raw materials, prohibited wastes, wastes to be recycled, hazardous wastes or final product. Identification and location of all liquid materials is mandatory;
- ~~4.d.~~ If necessary, procedures to prevent adverse impact from accidental spills, including but not limited to inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response. Building containment structures or production equipment changes are considered procedures to prevent adverse spills. If containment structures are connected to the Sanitary Sewer, a valve normally left in a closed position is required;
- ~~e.~~ Location of Notice/Signs posted in conspicuous places advising employees in English and the language of common use whom to call in the event of a spill, accidental Discharge of prohibited materials, Slug Discharge or a Bypass of any part of a Pretreatment system; and
- ~~f.~~ Emergency telephone number (24-hour) off-site and backup telephone number. If the Spill Plan has been submitted to the COUNTY, any change in the telephone numbers should be submitted to the COUNTY within five (5) working days when revised.
- ~~2.~~ Notification Procedure. The Spill Prevention and Slug Control Plan shall contain procedures for immediately notifying the Pretreatment Coordinator or designee of accidental or slug discharges including any discharge prohibited under Section 36-10 of this ordinance, with procedures for follow-up written notification within seven (7) working days;
- ~~3.~~ Documentation. The Spill Prevention and Slug Control Plan shall contain a sample of the documentation maintained at the site that:

- a. Ensures that all employees who are in a position to cause, discover, or observe such Discharge are advised of the emergency notification procedures; and
- b. Includes logs to verify inspection and maintenance procedures to prevent adverse impacts and confirms that said procedures are being performed on a regular basis. At minimum, logs are required to verify valves in containment structures, if present, are closed.

5.F. If in the opinion of the Superintendent Pretreatment Coordinator or designee, a Potential Industrial/Non-Residential User exhibits practices whereby non-domestic wastes may be discharged into the COUNTY'S sanitary sewer system, the Superintendent Pretreatment Coordinator or designee may require the Potential Industrial User to develop and to submit to the COUNTY a Spill Prevention and Slug Control Plan.

G. Review of such plans and operating procedures by the COUNTY shall not relieve the User from the responsibility to modify the User's facility or Spill Prevention and Slug Control Plan as necessary to meet all requirements of this Ordinance. Review by the COUNTY does not constitute an approval of a spill plan and the COUNTY and its designee(s) are not to be construed as responsible for the actions of the User and any impacts the User may cause as a result of a spill or Slug Load.(Ord. OPW-001-08, 2-2008)

Sec. 36-13. GREASE, OIL, AND SAND TRAPS

Grease traps will be sized according to Illinois State Plumbing Code.

- A. Grease, oil and/or sand traps shall be provided by any person, who constructs or operates a facility connected or tributary to the COUNTY'S wastewater treatment system, which facility manufactures, processes or prepares food or food products. Auto/truck repair and service facilities, car washes, machine shops, and other facilities which use, handle, or generate wastes containing non-food oils and greases in concentrations greater than one hundred (100) mg/H_L, will also be required to install appropriate traps as described in paragraph B. Additional pretreatment, such as oil, water, and sludge separators, may also be required if the installed grease traps are not adequate for the waste load and type. All grease traps, installed in facilities defined in this paragraph and paragraph D. are considered regulated grease traps. ~~In the opinion of the Superintendent~~ or designee may also require, grease traps may also be required to be installed at any other type of facility or location where there is potential for oils and greases to be discharged in the COUNTY'S Wastewater Treatment System. Grease, oil or sand traps shall be installed, operated and maintained by said facility owner/operator at no expense to the COUNTY.
- B. All grease traps shall be of the type and capacity as approved by the Superintendent or designee, and shall be situated in a location which is readily and easily accessible for cleaning and inspection.
- C. No chemical or biological agents may be discharged or placed into the grease trap which will cause grease to emulsify, unless it is demonstrated that these pollutants are converted entirely into materials which are readily degraded at the treatment plant. Where these

products are used to chemically or biologically alter the oil and grease, the User may be subject to extra sewer charges as set forth in this ordinance, because of the increased strength of the discharge. Such situations shall be explicitly regulated by the issuance of a Non-Residential Discharge Permit.

- D. All new facilities shall be required to install triple basin (three (3) catch basin) grease traps, or other type and capacity grease trap, as approved by the Superintendent or designee, in a location external to the facility or in a location as otherwise approved by the Superintendent or designee, which is readily and easily accessible for cleaning and inspection. All new installations of grease traps required to be installed per paragraph A. shall be inspected and approved by the COUNTY prior to final hookup. If the owner proceeds without this prior inspection and approval, the owner is liable for all costs necessary to achieve approval of the traps, including complete removal of the newly installed trap and installation of a different trap if necessary.
- E. All new and existing standard triple basin grease traps shall be emptied at or before the grease has accumulated to a depth of one-half ($\frac{1}{2}$) full in any section within the trap.
- F. Existing facilities may be required to install triple basin grease traps, if in the opinion of the Superintendent; or designee, a triple basin grease trap is needed to handle the amounts of grease generated at the facility.
- G. For all new and existing single basin grease traps, grease accumulation within the traps shall be permissible to levels of one-half ($\frac{1}{2}$) of the design capacity as specified by the COUNTY, as set forth in **FIGURE B, GREASE TRAP BASIN LIMITS**.
- H. If the facility fails to maintain its grease trap as directed and in a timely manner or fails to install a grease trap as directed and in a timely manner, the COUNTY may take actions to disconnect the facility's water and/or wastewater treatment service, in accordance with procedures outlined herein at Section 36-506 and assess penalties in accordance with Section 36-~~140~~-158 of this Ordinance.
- I. For all other types of grease traps the maximum permissible limits of accumulation of grease shall be determined by the Superintendent or designee.
- J. No person shall reintroduce into the COUNTY'S sanitary sewer system materials which have been removed from the sanitary sewer system by catch basins, grease traps, and other pretreatment devices. Physical, chemical, and biological agents shall not be introduced into catch basins, grease traps or other pretreatment devices for the purpose of re-suspending, dissolving, emulsifying or rendering soluble any pollutants or other materials removed from a waste stream by such pretreatment devices and reintroducing these materials into the sanitary sewer system, unless it is demonstrated that these pollutants are converted entirely into materials which are readily degraded at the treatment plant. Where these products are used to chemically or biologically alter the oil and grease, the User may be subject to extra sewer charges as set forth in this ordinance, because of the increased strength of the discharges. Such situations shall be explicitly regulated by the issuance of a Non-Residential Discharge Permit.

- K. No person owning or operating a regulated grease trap facility or business required to install and use a grease trap, or agent or employee thereof shall discharge or cause to be discharged, prohibited substances into sewers connected to the COUNTY'S Treatment Works, except as regulated above.
- L. No person shall reintroduce or deposit any grease trap sludge into any plumbing system, building drain or building sewer or private sewer which is connected or tributary to the COUNTY'S Treatment Works, except as regulated above.
- M. No person shall deposit or discharge into a public sewer which is connected or tributary to the COUNTY'S Treatment Works any grease trap sludge which has been removed from a grease trap or sewer system outside of the COUNTY, except as regulated above.
- N. Each person who owns or operates a regulated grease trap facility and each person who owns or operates a business regulated hereunder, where the plumbing system, building drain or building sewer contains a grease trap required by this Ordinance shall:
1. Engage a licensed grease trap sludge hauler to remove, haul away and dispose of the collected grease trap sludge and to deliver such sludge to a licensed grease trap sludge disposal site;
 2. Provide that each load of grease trap sludge removed from the regulated grease trap facility be accompanied by a shipping manifest.
 3. Retain a copy of the described shipping manifests for a minimum of two (2) years, and produce the documents upon request of the Superintendent or designee, or authorized representative.
 4. After the removal of the grease trap sludge, clean the residue of sludge from the grease trap.
- O. Each person who owns or operates a regulated grease trap facility must make the grease trap available for inspection. If the grease trap is not maintained as per Paragraph 36-13.E., a notice of non-compliance will be issued.

Two (2) follow-up inspections shall be done. -The cost for these inspections is set forth in **FIGURE D** and the owner of the non-compliant grease trap will be responsible for this cost. If non-compliance is determined on either of the two (2) follow-up inspections, a second notice of non-compliance will be issued.

The owner of the non-compliant discharge will then be required to enter a COUNTY-sponsored pumping program to maintain compliance for a one (1) year period. The cost for this program is set forth in **FIGURE D**.

After one (1) year, the owner of the non-compliant grease trap ~~can~~may appeal to the COUNTY for removal from the pumping program.- If this facility is found to be non-compliant after ending the one (1) year pumping program, the owner will be required to

participate in a three (3) year pumping program before a second appeal for removal can be made.

P Grease Interceptor Requirements:

A-1. Plumbing systems for institutions or commercial establishments in which grease, fats, culinary oils or similar waste products from kitchens or food processing areas are wasted, or in which grease, fats or culinary oils are wasted in connection with utensil, vat, dish or floor cleaning processes shall include grease interceptors. -All waste lines and drains carrying grease, fats or culinary oil in these establishments shall be directed to one or more interceptors.

B-2. Refer to the Technical Guidance Manual for details and specifications.

Sec. 36-14 through 36-~~19~~-21. RESERVED

ARTICLE 3: WASTEWATER/SEWER SERVICE CONNECTION PERMITS AND FEES

~~Sec. 36-20. FALSIFYING INFORMATION~~

~~Any applicant, or anyone acting on behalf of the applicant who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Ordinance, Sewer Service Connection Permit, or Non-Residential Wastewater Discharge Permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall be guilty of a petty offense punishable by a fine not to exceed one thousand dollars (\$1,000.00), or other remedy available at law or in equity (pursuant to authority granted at 55 ILCS 5/5-1113 and 5/5-15001, et seq.).~~

~~In case any applicant, or anyone acting on behalf of the applicant, is in violation of this Ordinance, the proper authorities of the COUNTY, may in addition to other remedies, institute any appropriate action or proceedings in equity to prevent or abate such violation and to further prevent any illegal act.~~

~~Sec. 36-21. CONFIDENTIAL INFORMATION~~

~~A. Information and data (other than effluent data) about a user obtained from reports, questionnaires, inspections, permit applications, permits, and monitoring programs shall be available to the public unless the user specifically requests and is able to demonstrate to the satisfaction of the POTW that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the user. Any such request must be asserted at the time of submission of the information or data. When such a confidentiality claim is asserted, the information shall be treated as such until a determination is made by the COUNTY. Effluent data shall be available to the public without restriction.~~

~~B. When the person furnishing a report satisfies the COUNTY that such person has made the demonstration required by Section 36-21, par. A, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection except to the IEPA or USEPA for uses related to this Ordinance, the NPDES permit, or the Industrial Monitoring and Pretreatment Program. Confidential portions of a report shall be available for use by the IEPA or USEPA in judicial review or enforcement proceedings involving the person furnishing the report. Effluent data will not be recognized as confidential information.~~

Sec. 36-22. REQUIRED PERMITS-UNAUTHORIZED USE

- A. No unauthorized person shall uncover, make any extensions to, connections with, or opening into, use, alter, or disturb any public sewer or appurtenance thereof, tributary to a COUNTY owned POTW without first obtaining a written permit from the Superintendent Pretreatment Coordinator or designee.
- B. Service connection into a COUNTY owned manhole is prohibited unless permitted by the COUNTY. In the event a contractor/owner is permitted a service connection to the COUNTY manhole, the COUNTY, and its officers, agents, employees, and elected

officials, shall not be responsible for any loss, damage, demand, liability, cause of action, fine, judgment, or settlement, together with all costs and expenses related thereto, (including attorney fees) , that may be incurred as a result of bodily injury, death, property damage, or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with the construction or maintenance of interceptor lines or other appurtenances within or around the manhole, as undertaken by the contractor/owner or its agent.

Sec. 36-23. PERMITS ISSUANCE

Permits shall be issued in accordance with requirements set forth in this Ordinance.

Sec. 36-24. REMODELING AND RECONSTRUCTION

No person shall remodel or reconstruct any dwelling unit, commercial or industrial building, or mixed-use building which is connected to the DuPage County Wastewater Treatment System without first obtaining a permit or a letter of compliance from the COUNTY. Residential and commercial connections to COUNTY sewer and/or potable water shall require submittal of a site development plan with utilities marked. Additional fees shall be assessed by the COUNTY for increased sewage flow based upon the estimated sewage flow in gallons per day as set forth herein **FIGURE C, SEWAGE FLOW GUIDE.**

Sec. 36-25. CONNECTION PERMIT

A connection permit will only be issued if all downstream sewage facilities, including sewers, pump stations, and wastewater treatment facilities, have sufficient reserve capacity, as such capacity is determined by the IEPA, to adequately handle the additional anticipated wastewater load produced by the proposed connection.

Sec. 36-26. SEPARATE SERVICE

A separate and independent service sewer shall be provided for every connected ~~premise-premises.~~

Sec. 36-27. INSTALLATION COSTS

All costs and expenses incident to the installation, connection, and maintenance of the service sewer shall be borne by the owners. -The owner or applicant shall indemnify and defend the COUNTY from and against any loss for damage to any third party that may directly or indirectly result from the installation of the service sewer. -Further, the owner or applicant shall be liable to the COUNTY for any loss or damage to the wastewater treatment works that may directly or indirectly result from the installation of the service sewer.

Sec. 36-28. OLD SERVICE SEWERS

- A. New service lines will be required from the dwelling and/or business to the main line sanitary sewer for all new structures, tear downs and for additions eight hundred (800) square feet or more in size.- Old service sewers shall not be used in connection with these activities unless specific prior written approval is obtained from the Superintendent or

designee. Such connections must meet all the requirements of this Ordinance. The COUNTY assumes no liability for maintenance of old service sewers, as approval does not warrant serviceability on behalf of the COUNTY.

- B. The size, slope, alignment, materials of a service sewer, and the methods to be used in excavating, placing of the pipe, jointing, connecting, testing, and backfilling the trench, shall conform to the requirements of the current "Standard Specifications for Water and Sewer Main Construction in Illinois". -All connections shall be made gastight and watertight. -Any deviation from the prescribed procedures and materials must be approved by the Superintendent or designee before installation.
- C. To disconnect a service from the Sanitary Sewer Main, the customer must pay an inspection fee as set forth in **FIGURE D** and call twenty-four (24) hours in advance to schedule an appointment. -The contractor shall excavate the service sewer at the property line. If it is determined that the service line material is at minimum SDR-26 PVC, the service may be capped following Illinois State Construction Standards. If the material is found not to be a minimum of SDR-26 PVC the entire service line must be capped off at the sewer systems main line. The contractor must use a SDR-26 PVC manufactured cap, a mechanical plug or material approved by the department. All completed work must be witnessed by the COUNTY inspector before it is backfilled.

Sec. 36-29. MINIMUM REQUIREMENTS FOR SERVICE SEWERS

Refer to the Technical Guidance Manual for additional details and specifications.

The service sewer shall be a minimum of 6" six (6) inch diameter and shall not be installed at a slope of less than one (1-~~0~~) foot per one hundred (100) feet, unless prior approval has been obtained by the Superintendent or designee.

All service connections to sanitary sewer mains must have an overhead sewer system within the building, with the only exception being slab on grade construction.

Service line for private connection must be a minimum of six (6²) inches in diameter.

- SDR-26 ASTM D3034, push type joints with rubber gasket
- Ductile Iron Pipe ASA A21.51 Class 52, push on bell-tite joints. No Cast Iron Pipe.
- Clean-outs will be required on all repairs, tear downs/reconnection or any new dwellings within five (5) feet but not more than ten (10) feet of foundation unless approved by the COUNTY.
- Clean-outs will be required at an interval of no more than one-hundred (100) foot intervals.
- All clean-outs shall be a minimum of six (6) inches in size.
- No solvent welded pipe is permitted outside building.

Non-shear mission couplings shall be required at connection points of the same as well as dissimilar materials.

Sec. 36-30. PROHIBITED CONNECTIONS

No connection of roof downspouts, foundation sump pumps or drains, areaway drains, or other sources of surface water or groundwater shall be made to a service sewer or building drain which is connected directly or indirectly to a public sanitary sewer. The discharge from downspouts, foundation sump pumps, drains, areaway drains, or other sources of surface water or ground water shall be directed to an area sufficient to filter such discharge, as required in applicable COUNTY ordinances.

Sec. 36-31. CONNECTION, DISCONNECTION, RECONNECTION AND REPAIR.

All services for water lines and sanitary sewers which are to be connected, disconnected, reconnected, or repaired shall be required to have a permit on file and be inspected and approved by a COUNTY inspector. Specifically, disconnections need to be verified prior to obtaining a demolition permit. The applicant for the service sewer and water permit shall notify the COUNTY by telephone, to schedule an inspection, not less than forty-eight (48) hours in advance of when the service sewer is to be connected, disconnected, or repaired. Non-metered fees shall be charged as of the date that the COUNTY has approved the connection.

- A. All applications for connection, disconnection, reconnection and repairs shall be submitted with a non-refundable department processing fee as listed in **FIGURE D**.
- B. All applications require a site plan showing proposed service line with approved materials and elevations.
- C. Sanitary sewers disconnect. If a building is going to be constructed on said property within one year a temporary sewer disconnection may be allowed as follows:
 - 1. The sewer service if PVC (sdr-26 or 2241) may be disconnected at the property line and capped with a push on cap with a gasket or a watertight plug after line had been televised from the property line to the main sewer line and reviewed by the COUNTY. Upon review, the COUNTY shall approve or deny the proposed re-use of said sanitary sewer service line. If sanitary sewer is of any other material besides PVC (sdr-26 or 2241) the service line will need to be replaced or lined (CIPP) to the main line including the tee or wye. If no building is going to be constructed within one year then the service line is required to be disconnected from the main line and tee or wye will be removed from the main unless prior approval is received from the COUNTY.
- D. New sanitary connections where no tap exists.
- E. COUNTY inspection of the sanitary service line begins at the cleanout and continues to the sewer main.

Refer to the Technical Guidance Manual for details and specifications.

Sec. 36-32. SEWER LINE MAINTENANCE

- A. The COUNTY is responsible for maintaining all sanitary sewer mainlines running from the User's property line to the wastewater treatment plant. The COUNTY will be responsible for the structural integrity of the service line from the mainline connection to the User's property line. No private property shall be located in the public right-of-way, such as but not limited to, sprinklers, dog fences, etc. as it will not be the responsibility of the COUNTY to repair or replace such items. The Users shall maintain the sanitary sewer service line from the User's property line into the connected premises.
- B. If a User has a plumbing problem, the User shall call the COUNTY'S Marionbrook Maintenance Facility at (630) 964-7503 to notify the COUNTY of the problem. If the COUNTY determines that the mainline is open and flowing then the User shall, at the User's expense, hire a plumbing contractor to check the private service line to determine the problem. If the private line is blocked, the User shall be responsible for all costs incurred in locating the problem and clearing the line. If the plumbing contractor determines that the service line has structurally failed between the sanitary sewer mainline and the User's property line, the User must call the COUNTY'S Marionbrook Maintenance Facility at (630) 964-7503 to notify the COUNTY of the failed line. The COUNTY will assume the responsibility for repairing the line and restoring the area:
1. If the Superintendent or designee determines that the plumbing problem is not located on private property, it will only be the COUNTY'S responsibility, to reimburse the User for investigative charges, including the plumber's expense, if reviewed and approved by the Operations Manager and the Financial Services Manager with consent of the Superintendent or designee. Such reimbursement expenses shall not total more than five thousand dollars (\$5,000.00) per occurrence; any reimbursement over five thousand dollars (\$5,000.00) must be approved by the Public Works Committee.
 2. The COUNTY will reimburse any costs associated with hiring a private contractor to either televise or clean the COUNTY owned portion of the sewer. This work must be pre-approved to be eligible for re-imbusement.
 3. Private damages caused by COUNTY owned sanitary sewers or water mains are to be denied unless they are due to a negligent act by the COUNTY.
- C. In the event, the User's service line has structurally failed between the property line and the connected premises, the User shall be responsible for all costs incurred in locating and repairing the problem. The User's service line shall be repaired according to COUNTY specifications. The User shall have sixty (60) days to make repairs and have the line inspected by a COUNTY Inspector before backfilling. If the User does not make the proper repairs within sixty (60) days, the User may file for an extension, in writing, with the COUNTY, subject to approval by the Superintendent or designee. If, after sixty (60) days, repairs have not been made, or no request for an extension, granted, the COUNTY may terminate the User's sewer service. If the User backfills the service line without first having

the line inspected by COUNTY'S Inspector before backfilling, the COUNTY may terminate service. The User shall pay all costs incurred in this process.

Sec. 36-33. EXCAVATION FOR SERVICE SEWERS

All excavation for service sewer installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the authority exercising jurisdiction over the public right-of-way.

Sec. 36-34. APPLICATION AND FEE

No permit for connection or sewer extension shall be issued and no plats or documents shall be signed or executed until the appropriate application has been filed and the service sewer connection fee has been paid. The **STATEMENT OF RELEASE**, which, upon completion of the construction of the extension, releases property interest in the extension, must be signed by the applicant before a service sewer connection permit is issued. Said Statement of Release is set forth within the **SEWER CONNECTION PERMIT APPLICATION FORM** available from the Department of Public Works, at 421 North County Farm Road, Wheaton, Illinois 60187, (630) 407-6800. For further information, see Article 7 of this Ordinance.

Sec. 36-35. APPLICATION FORM

- A. All applications for permits for connection or sewer extension shall be submitted to the COUNTY along with a site development plan with utilities marked and a department processing fee as listed in **FIGURE D**. Application for a permit shall be made on a Sewer Connection Permit Application Form furnished by the COUNTY. The permit application shall be supplemented by any plans, specifications, and/or other information considered pertinent in the judgment of the Superintendent or designee. Only the properly executed Sewer Connection Permit Application Form will be accepted for review.
- B. If anything, other than domestic waste (as defined herein) will be discharged from this location, then the Non-Residential Wastewater Discharge Permit Application Questionnaire and Baseline Monitoring Report shall be completed. See Article 4, Part 2 of this Ordinance for further information.

Sec. 36-36. WASTEWATER CONNECTION FEE

- A. The wastewater connection fee shall be the cost per residential equivalent multiplied by the number of residential equivalents estimated for the proposed connection. The Wastewater Connection Fee is listed on **FIGURE D**, the **DUPAGE COUNTY WATER/WASTEWATER USE CHARGES**.
- B. *Non-Residential Wastewater Discharge Permit Application and Baseline Monitoring Report and Application Fees.*
 - 1. When an applicant is required to file a Non-Residential Wastewater Discharge Permit Application and Baseline Monitoring Report, the COUNTY shall assess a

non-refundable administrative review and processing fee, set forth in **FIGURE D**. This fee shall be paid during such time the Sewer Connection Permit Fee is paid.

2. If it is determined that a Non-Residential Wastewater Discharge Permit will be issued, the Permittee shall pay an additional monitoring and processing fee for issuance of the Non-Residential Wastewater Discharge Permit. This fee shall be paid to the COUNTY at the time the Non-Residential Wastewater Discharge Permit is issued.
 3. Current permit holders will be charged the monitoring and processing fee at the time permit renewal is necessary. The fee will be payable with the next applicable sewer bill.
- C. The Superintendent or designee may refund all or part of a wastewater connection fee. -All refunds shall be calculated based on the original value of the permit. -The User shall be solely responsible to supply all documentation declaring proof of the actual permit and ownership of the property associated with the permit. In the event of a dispute as to a party's eligibility for a refund or the amount thereof, the party may appeal the Superintendent's or designee's determination in accord with Article 18, herein. If the Public Works Committee of the DuPage County Board, acting pursuant to the provisions of Article 18, determines that an applicant is entitled to a refund of a wastewater connection fee, such fee shall be refunded, minus an amount equal to the COUNTY'S Department Processing Fee as listed in **FIGURE D**.

Sec. 36-37. SPECIAL CONNECTION FEE

A special connection fee may be charged by the Department of Public Works if COUNTY funds were utilized to finance the construction of a sanitary sewer or water main extension. The special connection fee shall be subject to annual interest charges until such time as it is paid in full by the property owner. A list of special connection fee areas for the COUNTY are contained within **FIGURE D** of this Ordinance.

The Superintendent or designee may, at their discretion, impose a special connection fee to any proposed sanitary sewer or water main extension that is determined to create additional maintenance, inspection, and or liability costs to the Department that are in excess of standard extensions. The Superintendent or designee is required to provide a detailed accounting of the required special connection fees to the applicant. All special connection fees of this nature must be paid in full, or the applicant must enter into a payment plan, with signed agreement, based on current Department policies or at the discretion of the Superintendent, prior to the issuance of a permit by the Department of Public Works.

Sec. 36-38. COST PER RESIDENTIAL EQUIVALENT

The cost per residential equivalent shall be the department's sewer connection fee as found in **FIGURE D**. Rates and connection fees will be reviewed annually by the Superintendent or designee based upon the input of an outside consultant.

Sec. 36-39. METHODS FOR COMPUTING RESIDENTIAL EQUIVALENTS

A. The number of residential equivalents per connection is computed by one (1) of the two (2) following methods:

1. The first method consists of dividing the total estimated daily potential flow of the proposed connection, by three hundred fifty (350) gallons per day, using information contained in **FIGURE C**, the **SEWAGE FLOW GUIDE**, to determine the total flow applied for in the connection permit application.

[Calculated Potential Flow/350 Gallons Per Day = Residential Equivalents]

In the event that the **SEWAGE FLOW GUIDE** is not applicable, the estimated daily potential flow for the proposed connection shall be determined by the Superintendent or designee.

2. The second method consists of dividing the total potential daily pounds of BOD discharged into the wastewater treatment system from the connection by 0.64 pounds per day per residential equivalent, or dividing the total potential daily pounds of suspended solids discharged into the wastewater treatment system from the connection by 0.70 pounds per day per residential equivalent, whichever achieves the higher number of residential equivalents.

B. The method used in the computation of the number of residential equivalents shall be the one which reflects the highest number of residential equivalents. In no case shall the number of residential equivalents be less than one (1).

Sec. 36-40. PROJECT CONNECTION FEE

A connection fee will be assessed to all projects which have residential equivalents charged against the COUNTY wastewater treatment system as determined by the IEPA.

Sec. 36-41. PAYMENT OF CONNECTION FEE

The total connection fee is due within ninety (90) days of the notification that the application has been approved by DuPage County Department of Public Works. Failure to make payment within ninety (90) days shall void the application. A resubmittal of the application fee, as listed in **FIGURE D**, shall be necessary, in order to keep the project listed for available capacity at the COUNTY'S Wastewater Treatment Facility. This resubmittal fee is non-refundable.

Sec. 36-42. DISPUTES AND PROTESTS

Any dispute, protest, and/or refund of connection fees may be made through the procedure set forth in Article 18 Appeals Procedure. No connection refunds will be allowed if the residential equivalents of the connection are being charged against the wastewater treatment system, as determined by the IEPA.

Sec. 36-43. REFUNDING CONNECTION FEES

If the Superintendent ~~of Public Works~~ or designee, acting pursuant to the provisions of Article 18, determines that an applicant is entitled to a refund of a connection fee, such fee shall be refunded, minus an amount equal to the Department Processing Fee (see **FIGURE D**).

Sec. 36-44. COUNTY RIGHT TO INSPECT AND READ METERS

The County has the authority to inspect and, or, read the water meter(s) of any water service customer tributary to the COUNTY'S Wastewater Collection Systems and, or, Wastewater Treatment Facilities whenever regular meter readings are used to determine that customer's sanitary sewer usage for billing purposes. In the event the County is denied access to any water meter, or is not timely provided meter reading data by the entity which conducts such meter readings, the County may, at its discretion: (i) disconnect sewer service; or (ii) bill the customer a special usage charge. The special usage charge shall be assessed at one hundred fifteen percent (115%) of the total amount of the then current sewer usage rate times the highest historical recorded water usage volume for that metered property.

Sec. 36-45 through 36-69. RESERVED

ARTICLE 4: INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM

PART 1. GENERAL INFORMATION FOR INDUSTRIAL DISCHARGES (DEFINITIONS)

Sec. 36-70. INFORMATION REQUIRED OF NON-RESIDENTIAL USERS

A. Initial Survey (Questionnaire)

1. The Initial Survey shall be completed in order to ensure that said Non-Residential Users of the POTW of the COUNTY adhere to and comply with the restrictions and prohibitions pertaining to Pretreatment Standards of wastes Discharged into the POTW of the COUNTY set forth in Sections 36-10, 36-74 and 36-75, spill control of raw materials, intermediates and waste as set forth in Section 36-12, and to facilitate the COUNTY's investigation of apparent or suspected violations thereof. The requirements are as follows:
 - a. All existing or new Non-Residential Users, or in areas receiving sewer service from the COUNTY, shall complete and submit an Initial Survey on a form provided by the COUNTY when requested by the COUNTY.
 - b. All Users defined in Section 36-70.A.1.a seeking to establish a new account for Sanitary Sewer service from the COUNTY or to establish a new connection to the POTW of the COUNTY shall file a completed Initial Survey with the COUNTY as a condition to the establishment of such new Sanitary Sewer service account or connection to the POTW of the COUNTY.
 - c. All Users defined above that fail to complete and submit to the COUNTY an Initial Survey shall be in violation of the provisions of this division (Section 36-70.A) and shall be subject to all of the applicable penalties thereof, including but expressly not limited to the revocation of all permits and approvals previously granted to the commercial or Industrial User in question for the Discharge of Sewage or Wastewater into the POTW of the COUNTY.

B. Affirmation to Initial Survey

1. The COUNTY will determine the frequency an affirmation to the Industrial User needs to be submitted.
2. Any User, defined in Section 36-70.A, having previously filed an Initial Survey and where the previously submitted information remains true, complete, and correct in all respects, may be allowed to submit a statement that the information remains current in lieu of submitting a new survey. The statement is required to be signed by an Authorized Representative of the firm.

3. All Users defined above that fail to file an Affirmation with the COUNTY shall be in violation of the provisions of this division (Section 36-70.A) and shall be subject to all of the applicable penalties thereof, including but expressly not limited to the revocation of all permits and approvals previously granted to the commercial or Industrial User in question for the Discharge of Sewage or Wastewater into the POTW of the COUNTY.

C. Reports of Changed Conditions

Any User, defined in Section 36-70.A, that makes any changes determined to be substantial as defined in Section 36-141 shall report said changes as required in Section 36-141. Reports of changed conditions are required to be made prior to the change. The User may be required to file an updated survey as a result of changed conditions.

D. Additional Survey Information

1. After review of the Initial Survey completed per Section 36-70.A, all Non-Residential Users that the COUNTY has defined to have the potential to be defined a Significant Industrial User (SIU) or a Non-Significant Regulated User (NSRU) shall be required to complete and file a more detailed Wastewater Survey on a form provided by the COUNTY. At a minimum, a description of processes, water usage and Wastewater characteristics for the facility will be required to be submitted. This information will be evaluated by the COUNTY for determination of the requirement to issue an Individual Wastewater Discharge Permit per Section 36-129 and Section 36-130 or a General Wastewater Discharge Permit.
2. Periodic Updates of Wastewater Survey Information. The information provided in the Wastewater Survey may be required to be revised and/or updated for the following conditions:
 - a. A Report of Changed Conditions is filed as required in Section 36-141;
 - b. An application for a Wastewater Discharge Permit is required to be filed per Section 36-129 and 36-130; or
 - c. A re-issuance of a Wastewater Discharge Permit occurs per Section 36-130.I.
3. In addition to the Wastewater Survey defined in Section 36-70.D, Categorical Industrial Users may be required to complete a category specific survey that identifies sub-processes and processes performed at the site in order to define which sub-processes and processes are regulated by an USEPA Effluent Guideline category.

Sec. 36-71. AUTOMOBILE SERVICE, REPAIR, AND FUEL DISPENSING PROPERTIES

- A. When any property use involves automotive repair or handling, sale and dispensing of petroleum products and/or automotive fluids, all Dischargers shall have installed a sampling manhole consistent with the requirements of Section 36-119.A. All sampling manholes of this type shall be monitored throughout the year in a manner secured and coordinated by the Pretreatment Coordinator or designee. Additionally, any property involved in the repair or servicing of automobiles, trucks, or engine-powered equipment shall install a triple basin oil separator in the sanitary line (per State of Illinois Plumbing codes) servicing the repair area of the building. This system shall be cleaned, serviced, and inspected to meet the requirements of the 25% Rule, Section 36-75.B, by the owner at their expense.
- B. When any property use involves automotive repair or handling, sale and dispensing of petroleum products and/or automotive fluids, there shall be a separate drainage system constructed to collect all fluids from the areas associated with pump islands and under pump canopies. This separate drainage system shall collect these fluids and hold them in a separate sealed tank for testing and removal by approved special waste handling methods. All fuel dispensing equipment, piping and venting shall be installed in accordance with the standards listed below and be in accordance and in compliance with the current adopted building, electrical and fire codes:
1. *Guidance Manual for LUST Cleanups in Illinois*, September 1989; and *Leaking Underground Storage Tank Manual*, September 1991; both published by IEPA, 2200 Churchill Road, P.O. Box 19276, Springfield, IL 62794-9276.
 2. *Recommended Practices for Installation of Underground Liquid Storage Systems, PEI/RP 100*, 1994; published by Petroleum Equipment Institute, P.O. Box 2380, Tulsa, OK 74101.
 3. *Flammable and Combustible Liquid Code, NFPA/30; Automotive and Marine Services Station Code, NFPA/30A; National Electric Code, NFPA/70; and Underground Leakage of Flammable and Combustible Liquids, NFPA/329*; latest editions all published by National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9904.
 4. *Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules*, 40 CFR Parts 280 and 281, Part II, Federal Register, Friday, September 23, 1988; and *Musts for UST's: A Summary of the New Regulations for Underground Storage Tank Systems, and Hazardous Waste Management Standards*, Federal Register, July 14, 1986, both published by USEPA, Office of Underground Storage Tanks, 401 M Street, S.W., Washington, DC 20460.
 5. *Rules of the Illinois State Fire Marshall*, Parts 170 & 180, Title 41, Chapter 1, State of Illinois, Office of the Fire Marshall, 1035 Stevenson Parkway, Springfield, IL 62703.

C. Jurisdiction:

1. These requirements shall be met by any property use associated with automotive repair or the handling, sale or dispensing of petroleum products and/or automotive fluids, where any water main, Wastewater or Stormwater facility is under the jurisdiction of the COUNTY, regardless of whether or not such property lies within the corporate limits of the COUNTY.
2. The requirements of this Section 36-71 shall not be applied to existing property uses except that whenever a permit shall be required for new construction or reconstruction of a property use associated with automotive repair or the handling, sale or dispensing of petroleum products and/or automotive fluids, involving placement, replacement, reconfiguration, removal or modification of any fueling area, or a Discharge has occurred that does not meet the Local Limits, or a blockage has been caused or contributed to blockage of the sewer service line shall be required.

Sec. 36-72. AMALGAM MANAGEMENT AT DENTAL OFFICES

A. Applicability.

1. Except as provided in paragraphs 3, 4, and 5 of this section, this part applies to Dental Dischargers as defined in Section 36-2.
2. Dental Dischargers subject to this part are not Significant Industrial Users as defined in 40 CFR Part 403, and are not Categorical Industrial Users or industrial Users subject to Categorical Pretreatment Standards as those terms and variations are used in 40 CFR Part 403, as a result of applicability of 40 CFR Part 441.
3. This part does not apply to Dental Dischargers that exclusively practice one or more of the following dental specialties: oral pathology, oral and maxillofacial radiology, oral and maxillofacial surgery, orthodontics, periodontics, or prosthodontics.
4. This part does not apply to wastewater discharges from Mobile Units as defined in Section 36-2 operated by a Dental Discharger.
5. This part does not apply to Dental Dischargers that do not discharge any Amalgam Process Wastewater as defined in Section 36-2 to a POTW, such as Dental Dischargers that collect all Dental Amalgam Process Wastewater for transfer to a Centralized Waste Treatment facility as defined in 40 CFR Part 437.
6. Dental Dischargers that do not place Dental Amalgam as defined in Section 36-2, and do not remove amalgam except in limited emergency or unplanned, unanticipated circumstances, and that certify such to the Control Authority as required in 40 CFR Section 441.50 are exempt from any further requirements of this part.

B. Existing Dental Discharger Compliance. Existing Dental Discharger as defined in Section 36-2 were required to comply with the requirements of 40 CFR Section 441.30(a) that defines removal of amalgam solids and (b) implementation of two (2) Best Management Practices by July 14, 2020 and submit a One-Time Compliance Report per 40 CFR Section 441.50(a) by October 12, 2020 to the COUNTY and maintain and make available for inspection defined records per 40 CFR Section 441.50(b).

1. If a transfer of an Existing Source occurs after July 14, 2020, the new owner must submit a new One-Time Compliance Report no later than ninety (90) calendar days after the transfer.

C. New Dental Discharger Compliance. As of July 14, 2017, any New Dental Discharger Source as defined in Section 36-2 subject to this section must comply with the requirements of 40 CFR Section 441.40 that states discharges must comply with the requirements of 441.30(a) that defines removal of amalgam solids and (b) implementation of two (2) Best Management Practices. Dental Dischargers must file a One-Time Compliance Report per 40 CFR Section 441.50(a) no later than ninety (90) calendar days following the introduction of wastewater into the POTW and maintain and make available for inspection defined records per 40 CFR Section 441.50(b).

1. If a transfer of a New Source occurs after July 14, 2017, the new owner must submit a new One-Time Compliance Report no later than ninety (90) calendar days after the transfer.

D. Limited Dental Dischargers. Limited Dental Dischargers were required to file a One-Time Compliance Report with certification that they do not remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances by October 12, 2020 to the COUNTY.

1. New Source Limited Dental Dischargers are required to submit this One-Time Compliance Report to the COUNTY within ninety (90) calendar days following the introduction of wastewater for New Sources.

E. Signatory Requirements. The One-Time Compliance Report must be signed and certified by a responsible corporate officer, a general partner or proprietor if the dental discharger is a partnership or sole proprietorship, or a duly authorized representative in accordance with the requirements of 40 CFR Section 403.12(j) and Section 36-2 under Authorized Representative definition Sections E and F.

Sec. 36-73. NATIONAL CATEGORICAL PRETREATMENT STANDARDS

These Pretreatment requirements shall apply to all Non-Residential Users subject to National Categorical Pretreatment Standards, promulgated by the USEPA in accordance with Section 307(b) and (c) of the Act, currently Discharging or scheduled to Discharge to the COUNTY. The National Categorical Pretreatment Standards, found in 40 CFR Chapter I, Subchapter N, Parts 405 – 471 are hereby incorporated into this Ordinance.

Limits in Categorical Pretreatment Standards shall apply to the Discharge from the process regulated by the Standard or as otherwise specified by the Standard. Compliance with National Categorical Pretreatment Standards is mandatory.

A. Where a Categorical Pretreatment Standard is expressed only in terms of either the mass or the concentration of a Pollutant in Wastewater, the Pretreatment Coordinator or designee may impose equivalent concentration or mass limits in accordance with paragraphs B and F below and 40 CFR Section 403.6(c) unless specifically restricted by the Categorical Pretreatment Standard. These equivalent limitations calculated in accordance with the following requirements are deemed Pretreatment Standards. Users shall be required to comply with the equivalent limitations instead of the promulgated Categorical Standards from which the equivalent limitations were derived. An alternative Pretreatment limit shall not be used if the alternative limit is below the analytical detection limit for any of the regulated Pollutants.

B. When the limits in a Categorical Pretreatment Standard are expressed only in terms of mass of Pollutant per unit of production, the Pretreatment Coordinator or designee may convert the limits to equivalent limitations expressed either as mass of Pollutant Discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Users.

The COUNTY calculating equivalent mass-per-day limitations shall calculate such limitations by multiplying the limits in the Standard by the User's average rate of production. This average rate of production shall be based not upon the designed production capacity, but rather upon a reasonable measure of the User's actual long-term daily production during a representative year. For New Sources, actual production shall be estimated using projected production.

The COUNTY calculating equivalent concentration limitations shall calculate such limitations by dividing the mass limitations by the average daily Flow rate of the User's regulated process Wastewater. This average daily Flow rate must be based upon a reasonable measure of the User's actual long-term average Flow rate, such as the average daily Flow rate during the representative year.

C. When Wastewater subject to a Categorical Pretreatment Standard is mixed with Wastewater not regulated by the same Standard, the Pretreatment Coordinator or designee shall impose an alternate limit using the Combined Waste Stream Formula in 40 CFR Section 403.6(e) provided that the regulation allows the Wastewaters to be mixed and the User can supply the information necessary to allow issuance of an alternative limit.

D. A User may request and obtain a variance from Categorical Pretreatment Standards from USEPA based on fundamentally different factors. The request must comply with the procedural and substantive provisions in 40 CFR Section 403.13.

E. A User may request a net gross adjustment to a Categorical Pretreatment Standard in accordance with 40 CFR Section 403.15.

F. When a Categorical Pretreatment Standard is expressed only in terms of Pollutant concentrations, a User may request that the COUNTY convert the limits to equivalent mass limits. The determination to convert concentration limits to mass limits is within the discretion of the Pretreatment Coordinator or designee. The COUNTY may establish equivalent mass limits only if the User meets all the conditions set forth in Sections 1(a) through 1(e) below.

1. To be eligible for equivalent mass limits, the User must:

- a. Employ, or demonstrate that it will employ, water conservation methods and technologies that substantially reduce water during the term of its individual Wastewater Discharge Permit;
- b. Currently use control and treatment technologies adequate to achieve compliance with the applicable Categorical Pretreatment Standard, and not have used dilution as a substitute for treatment;
- c. Provide sufficient information to establish the facility's actual average daily Flow rate for all waste streams, based on data from a continuous effluent Flow monitoring device, as well as the facility's long-term average production rate. Both the actual average daily Flow rate and the long-term average production rate must be representative of current operating conditions;
- d. Not have daily Flow rates, production levels, or Pollutant levels that vary so significantly that equivalent mass limits are not appropriate to control the Discharge; and
- e. Have consistently complied with all applicable Categorical Pretreatment Standards during the period prior to the User's request for equivalent mass limits.

2. A User subject to equivalent mass limits must:

- a. Maintain and effectively operate control and treatment technologies adequate to achieve compliance with the equivalent mass limits;
- b. Continue to record the facility's Flow rates through the use of a continuous effluent Flow monitoring device;
- c. Continue to record the facility's production rates and notify the Pretreatment Coordinator or designee whenever production rates are expected to vary by more than twenty percent (20%) from its baseline production rates determined in paragraph 1(c) of this section. Upon notification of a revised production rate, the Pretreatment Coordinator or designee will reassess the equivalent mass limit and revise the limit as necessary to reflect changed conditions at the facility; and

- d. Continue to employ the same or comparable water conservation methods and technologies as those implemented pursuant to paragraph 1(a) of this section so long as it Discharges under an equivalent mass limit.
 - 3. When developing equivalent mass limits, the Pretreatment Coordinator or designee:
 - a. Will calculate the equivalent mass limit by multiplying the actual average daily Flow rate of the regulated process(es) of the User by the concentration-based Daily Maximum and Monthly Average Standard for the applicable Categorical Pretreatment Standard and the appropriate unit conversion factor;
 - b. Upon notification of a revised production rate, will reassess the equivalent mass limit and recalculate the limit as necessary to reflect changed conditions at the facility; and
 - c. May retain the same equivalent mass limit in subsequent individual Wastewater Discharge Permit terms if the User's actual average daily Flow rate was reduced solely as a result of the implementation of water conservation methods and technologies, and the actual average daily Flow rates used in the original calculation of the equivalent mass limit were not based on the use of dilution as a substitute for treatment pursuant to Section 36-10.F. The User must be in compliance with Section 36-154.E regarding the prohibition of Bypass.
- G. The Pretreatment Coordinator or designee may convert the mass limits of the Categorical Pretreatment Standards of 40 CFR Parts 414, 419 and 455 to concentration limits for purposes of calculating limitations applicable to individual Users. The conversion is at the discretion of the Pretreatment Coordinator or designee.
- H. Once included in its Wastewater Discharge Permit, the User must comply with the equivalent limitations developed in this section in lieu of the promulgated Categorical Pretreatment Standards from which the equivalent limitations were derived. Note: see 40 CFR Section 403.6(c)(7).
- I. Many Categorical Pretreatment Standards specify one limit for calculating Maximum Daily Discharge limitations and a second limit for calculating Maximum Monthly Average, or 4-day Average, limitations. Where such Standards are being applied, the same production or Flow figure shall be used in calculating both the average and the maximum equivalent limitations. Note: see 40 CFR Section 403.6(c)(8).
- J. Any User operating under a permit incorporating equivalent mass or concentration limits calculated from a production-based Standard shall notify the Pretreatment Coordinator or designee within two (2) working days after the User has a reasonable basis to know that the production level will significantly change within the next calendar month. Any User not notifying the Pretreatment Coordinator or designee of such anticipated change will be required to meet the mass or concentration limits in its permit that were based on the

original estimate of the long-term average production rate. Note: see 40 CFR Section 403.6(c)(9).

All Users that are subject to National Categorical Pretreatment Standards are required to file reports as required in this Ordinance, signed by an Authorized Representative per Sections 36-137.B and 36-138. These reports shall include all information that the COUNTY deems necessary to make compliance determinations.

Sec. 36-74. STATE LIMITS

A. All Users are subject to STATE Standards and requirements as defined in 35 Ill Adm. Code (IAC) 307. Specifically, the Standard for Discharge of mercury is as follows:

1. Mercury (35 IAC 307.1102)

- a. Except as provided below, no Person shall cause or allow the concentration of mercury in any Discharge to a publicly owned or publicly regulated sewer system to exceed the following level, subject to the averaging rule contained in 35 IAC 304.104(a):

<u>CONSTITUENT</u>	<u>STORET NUMBER</u>	<u>CONCENTRATION (mg/L)</u>
<u>Mercury</u>	<u>71900</u>	<u>0.0005</u>

- b. It shall be an exception to subsection a) if the Discharge is to a publicly owned or publicly regulated sewer system which is required to meet a limitation less stringent than the 0.0005 mg/L mercury concentration in which case the Discharge limitation shall be the same as that applicable to the publicly owned or regulated sewer system to which it Discharges.
- c. It shall be an exception to subsection a) if all the following conditions are met:
- i.) The Discharger does not use mercury; or, the Discharger uses mercury and this use cannot be eliminated; or, the Discharger uses mercury only in chemical analysis or in laboratory or other equipment and takes reasonable care to avoid contamination of Wastewater; and,
 - ii.) The Discharge mercury concentration is less than 0.003 mg/L, as determined by application of the averaging rules of 35 IAC 304.104(a); and,
 - iii.) The Discharger is providing the best degree of treatment consistent with technological feasibility, economic reasonableness and sound

engineering judgment. This may include no treatment for mercury; and,

iv.) The Discharger has an inspection and maintenance program likely to reduce or to prevent an increase in the level of mercury Discharges.

d. The Discharge of wastes from medicinal or therapeutic use of mercury, exclusive of laboratory use, shall be exempt from the limitations of subsection a) if all the following conditions are met:

i.) The total Discharge is less than 227 g (one half pound) as mercury (Hg) in any year;

ii.) This Discharge is to a Public Sewer system; and

iii.) The Discharge does not, alone or in conjunction with other sources, causes the effluent from the sewer system or POTW to exceed 0.0005 mg/L of mercury.

e. No Person shall cause or allow any Discharge of mercury to a publicly owned or publicly regulated sewer system which, alone or in combination with other sources, causes a violation by the sewer treatment plant Discharge of the Water Quality Standard of 35 IAC 302 for mercury applicable in the receiving stream.

f. For purposes of permit issuance, the IEPA may consider application of the exception of subsection (b) or (c) to determine compliance with this section. The IEPA may impose permit conditions necessary or required to assure continued application of the exception. When subsection (b) or (c) applies, the IEPA may impose an effluent limitation in the permit which allows the Discharge of a concentration of mercury greater than 0.0005 mg/L but not more than 0.003 mg/L.

2. **MERCURY MANAGEMENT PLAN.** Any Industrial User exceeding the local limit of 0.0005 mg/L for mercury in **FIGURE A** is in violation of this Ordinance, unless the Industrial User meets the exceptions set forth in title 35, subtitle C, chapter I, subpart B, Section 307.1102 of the Illinois Regulations and submits the Mercury Management Plan which sets forth how the Industrial User complies with the conditions set forth in the above referenced section, in order to qualify for permission to have a higher level of mercury discharge. If a mercury management plan is submitted and approved, the enforceable local limit for the Industrial User would be 0.003 mg/L.

Sec. 36-75. LOCAL LIMITS

FIGURE A includes the Pollutant limits which are established to protect against Pass Through and Interference.

- A. No User shall Discharge any Wastewater containing concentrations greater than the Daily Maximum Local Limits as set forth in **FIGURE A** into any sewers that connect either directly or indirectly to the POTW.
- B. FSE Twenty-five Percent (25%) Requirement. The COUNTY reserves the right to apply a Twenty-five Percent (25%) Requirement at the discharge side of the external Grease Interceptor prior to mixing with any other Wastewater from the contributing FSE's property in lieu of the limits listed in **FIGURE A**. The last section of an external GI at an FSE shall be measured to determine that the total volume of the GI being used for any food-derived solids to settle or accumulate plus the floatable grease-derived materials that rise and accumulate, identified as a solids blanket and grease cap respectively, is less than twenty-five percent (25%) of the total design hydraulic depth as measured from the effluent discharge pipe to the bottom ("Twenty-five Percent (25%) Requirement"). The COUNTY may also apply the Twenty-five Percent (25%) Requirement for external GI that are used in non-FSE locations such as an automobile service, repair and dispensing properties.
- C. The COUNTY will apply the Local Limits found in **FIGURE A** normally at the end-of-pipe point where the Non-Residential waste is Discharged to the municipal sewer system.
- D. The COUNTY reserves the right to establish requirements, by ordinance or in a Wastewater Discharge Permit or general permit, to require control over the quantities and rates of Discharge from any User.
- E. The COUNTY reserves the right to establish, by ordinance or in a Wastewater Discharge Permit or general permit, mass limitations rather than concentration limitations on Discharges particularly if Users are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.
- F. The COUNTY reserves the right to set specific limits for those Pollutants not identified in **FIGURE A** on a case-by-case basis for impacts caused to the POTW including but not limited to Interference, Potential Problem, Pass Through and prevention of beneficial Biosolids re-use. Those limits shall be set forth in a Wastewater Discharge Permit per Section 36-130.

 - 1. Local limits for additional Pollutants not identified in **FIGURE A** will be noticed to the permit holder a minimum of thirty (30) calendar days prior to the effective date of the Wastewater Discharge Permit. In the event that the COUNTY receives written comment on said limit during the comment period, the limit will take effect within sixty (60) calendar days of the public notice date to allow review and comment by the COUNTY.

- G. The COUNTY may develop Best Management Practices (BMPs), by ordinance or in individual Wastewater Discharge Permits or general permits, to implement Local Limits and the requirements of Section 36-10.
- H. Any User Discharging Pollutants such as but not limited to: Oils and Grease, BOD or TSS to the COUNTY's facilities that cause the COUNTY to alter its method of Wastewater treatment or Biosolid disposal to a more costly method shall be assessed the differential cost between the more costly method of treatment and the less costly method of treatment. Such costs shall only be assessed upon approval of the Superintendent.
- I. Any User, whose Discharge is pretreated by the COUNTY pursuant to the COUNTY's determination that such pretreatment is more effective and which discharges pollutants into the COUNTY's facilities so as to necessitate the COUNTY's alteration of its method of Wastewater treatment or Biosolid disposal to a more costly method, shall be assessed the differential cost between the more costly method of treatment and the less costly method of treatment. Such costs shall only be assessed upon approval of the Superintendent.

Sec. 36-76. RIGHT OF REVISION

- A. The COUNTY reserves the right to establish, by ordinance or in Wastewater Discharge Permits or general permits, more stringent limitations or requirements on Discharges to the POTW consistent with the purpose of this ordinance. The specific limitations on Discharge listed in Section 36-75 are derived from the Maximum Allowable Industrial Loading (MAIL) calculation. The MAILs are allocated only to those Users, at the COUNTY's discretion, that contribute the regulated Pollutant and all remaining Users are held to either the background concentration or slightly higher than background but lower than the specific Discharge limit. In no case shall the total of all allocations exceed the MAIL.
- B. The COUNTY will maintain a reserve of the maximum allowable headworks Pollutant loading for each Pollutant for new industries or increase with existing industries. The COUNTY will recalculate the maximum concentrations from time to time using site specific data taking into consideration revisions to STATE and Federal regulations that may impact the calculations.

Sec. 36-77 through 36-118. RESERVED

~~Unless the context specifically indicates otherwise, the meaning of specific terms used in this Ordinance shall be as follows and under no circumstances may be interpreted to be less stringent than the definitions as set forth in the Federal or STATE pretreatment regulations.~~

~~**Sec. 36-70. AUTHORIZED REPRESENTATIVE OF INDUSTRIAL USER**~~

~~Authorized representative of an "Industrial User" means:~~

- ~~A. In the case of a corporation, (public or private) a president, secretary, treasurer, or vice president of the corporation in charge of principal business and/or management functions;~~
- ~~B. In the case of a partnership or proprietorship, a general partner or proprietor; or~~
- ~~C. An authorized representative or the individual designated above if: (a) such representative is responsible for the overall operation of the facilities from which the discharge into the POTW originates; (b) the authorization is in writing by the Industrial User; and (c) such written authorization is submitted to the COUNTY at the time of, or prior to, the submittal of forms executed by the authorized representative.~~

~~**Sec. 36-71. BYPASS**~~

~~Bypass means the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.~~

~~**Sec. 36-72. INDIRECT DISCHARGE OR DIRECT DISCHARGE**~~

~~Indirect Discharge or Direct Discharge means the introduction of pollutants into a POTW from any non-domestic waste source regulated under **Section 307(b), (c), or (d)** of the Federal Act.~~

~~**Sec. 36-73. INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM**~~

~~Industrial Monitoring and Pretreatment Program means the USEPA, IEPA, and County Board approved program outlining and describing the mechanics and requirements by which the COUNTY manages the non-residential discharges contributing to its publicly owned treatment works (POTW).~~

~~**Sec. 36-74. INDUSTRIAL USER**~~

~~Industrial User means any person, corporation, utility, governmental entity (local, State, and Federal), or service oriented facility (e.g. hospital, dentist or doctor's office) discharging an effluent from the processing of raw or intermediate material to other intermediate material or end products. This includes all Industrial Users generating~~

~~non-domestic wastewater in the course of an industrial activity, and persons generating non-domestic wastewater from residential premises.~~

~~**Non-domestic wastewater** may include process rinse water and wastewaters, excessive food and beverage wastes, discharges of cooling water which contain chemicals which may be harmful to the treatment plants and/or sewer system, special cleaning solutions which may be corrosive or which may contain toxic organic chemicals, and anything else which is not considered normal domestic sewage.~~

~~**Sec. 36-75. INTERFERENCE**~~

~~A. — Interference means the inhibition or disruption of a POTW, its treatment processes or operations, or its sludge processes, use, or disposal, which is a cause of, or significantly contributes to either a violation of any requirement of the COUNTY'S POTW NPDES Permit (including an increase in the magnitude or duration of a violation) or to the prevention of sewage sludge use or disposal by the COUNTY in accordance with the following statutory provisions and regulations or permits issued thereunder, or more stringent local (**FIGURE A**), STATE, or federal regulations as set forth in, i.e.:~~

~~**Section 405** of the Clean Water Act;~~

~~Solid Waste Disposal Act (SWDA) (including Title II more commonly referred to as the Resource Conservation and Recovery Act (RCRA));~~

~~STATE regulations contained in any STATE sludge management plan prepared pursuant to SWDA Subtitle D;~~

~~Clean Air Act; and Toxic Control Act.~~

~~B. — An Industrial User significantly contributes to such a permit violation or prevention of sludge use or disposal in accordance with above cited authorities whenever such Industrial User:~~

~~1. — Discharges a daily pollutant loading in excess of that allowed by permit of the POTW or by federal, STATE, or local law; or~~

~~2. — Discharges wastewater which substantially changes in nature or constituents from the Industrial User's average discharge, and the Industrial User must demonstrate that the change does not cause a negative impact to the POTW; or~~

~~3. — Discharges any substance, alone or in conjunction with discharges from other sources, which results in a POTW permit violation, or prevents sewer sludge use or disposal in accordance with the above cited authorities as they apply to the POTW's selected method of sludge management.~~

~~**Sec. 36-76. LOCAL LIMITS**~~

~~Local Limits means the DuPage County Pretreatment Standards which specify quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into the wastewater treatment system as set forth in **FIGURE A**. **FIGURE A** indicates the concentration limits which must be met for all industrial discharges into the wastewater treatment system. On a case-by-case basis, the COUNTY, at the discretion of the Superintendent, may develop mass limitations as an alternative to concentration limitations. Mass limitations, when implemented shall (1) be specific for an industrial user and (2) take precedence over the concentration limits specified in **FIGURE A**. Mass limits shall be issued in conjunction with a permit which specifies the conditions under which such mass limits are allowed, any pretreatment which would be required and a provision that the mass limits shall be subject to change as the need for less stringent or more stringent regulations arise. All local limits, mass or concentration, take precedence over federal and STATE pretreatment standards if the local limits are more stringent. The local limits shall be reviewed periodically as set forth in 40 CFR Part 403 or any revision thereto. Total industrial allocation shall not exceed the maximum allowable industrial loading for a given pollutant.~~

~~**Sec. 36-77. NATIONAL PRETREATMENT STANDARD**~~

~~A. National Pretreatment Standard or Standard means any regulation containing pollutant discharge limits promulgated by the U.S. Environmental Protection Agency in accordance with **Section 307(b)** and (c) of the Act (33 U.S.C. 1317), which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR Part 403.5 or any revision thereto or any revision thereto.~~

~~B. National Categorical Pretreatment Standard or Categorical Standard means any regulation containing pollutant discharge limits promulgated by the U.S. Environmental Protection Agency in accordance with **Sections 307(b)** and (c) of the Act (33 U.S.C. Subsection 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.~~

~~C. STATE Pretreatment Standard means the pretreatment regulations promulgated by the Illinois Environmental Protection Agency and as set forth at Title 35: Subtitle C:~~

~~Chapter I: Subpart B of the Illinois Water Pollution Control Regulations.~~

~~D. Local Pretreatment Standard or DuPage County Pretreatment Standard means the pretreatment standards as set forth herein.~~

~~**Sec. 36-78. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT**~~

~~National Pollutant Discharge Elimination System Permit (NPDES Permit) means a permit issued under the National Pollutant Discharge Elimination System for discharge of wastewater to the navigable waters of the United States pursuant to the Act.~~

~~**Sec. 36-79. NEW SOURCE**~~

~~A. New Source means any building, structure, facility, or installation of which the construction commenced after the publication of proposed Pretreatment Standards under **Section 307(c)** (33 U.S.C. 1317), which will be applicable to such source if such standards are thereafter promulgated in accordance with that section provided that; (i) the construction is a site at which no other source is located, or (ii) the process or production equipment that causes the discharge of pollutants at an existing source is totally replaced, or (iii) the production or wastewater generating processes are substantially independent of an existing source at the same site.~~

~~B. If Pretreatment Standards are not applicable, "New Source" means any building, structure, facility, or installation (if that remodeling could result in the assigning by the COUNTY of a new Standard Industrial Classification Code), the construction of which commences after the effective date of this Ordinance.~~

~~**Sec. 36-80. PASS THROUGH**~~

~~A. Pass Through means the discharge of pollutants through the POTW into STATE receiving waters in quantities or concentrations which are a cause of, or significantly contribute to, the violation of any requirement of the POTW's NPDES permit, including an increase in the magnitude or duration of a violation.~~

~~An Industrial User contributes to pass through when it:~~

- ~~1. Discharges a daily pollutant loading in excess of that allowed by a permit of the COUNTY or by federal, state, or local law; or~~
- ~~2. Discharges wastewater which substantially differs in nature or constituents from the Industrial User's average discharge.~~

~~B. An Industrial User contributes to pass through when its discharge, alone or in conjunction with discharges from other sources, would result in a POTW final effluent permit violation or an increase in magnitude or duration of such permit violation.~~

~~**Sec. 36-81. POLLUTANT**~~

~~Pollutant means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock sand, cellar dirt, or industrial, municipal, or agricultural waste discharged into water.~~

~~Sec. 36-82. PRETREATMENT~~

~~Pretreatment means the reduction of the amount of pollutants, the eliminations of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants to the POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes, process changes or by other means, except as prohibited by 40 CFR Part 403.6(d) or any revision thereto. Appropriate pretreatment technology includes surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR Part 403.6(e) or any revision thereto.~~

~~Sec. 36-83. PRETREATMENT REQUIREMENTS~~

~~Pretreatment Requirements means any substantive or procedural requirements related to pretreatment, other than a National Pretreatment Standard, imposed on an Industrial User.~~

~~Sec. 36-84. PUBLICLY OWNED TREATMENT WORKS OR POTW~~

~~Publicly Owned Treatment Works, or POTW, means a treatment works as defined in Section 212 of the Federal Act, which is owned by the STATE or a municipality (as defined in Section 502(4) of the Federal Act). This definition includes any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW. For the purposes of this Ordinance, POTW shall refer to wastewater treatment plants owned and/or operated by DuPage County, Department of Public Works (COUNTY), as well as any part of the sanitary sewer collection system tributary to such treatment plants.~~

~~Sec. 36-85. SIGNIFICANT INDUSTRIAL USER~~

~~A. Significant Industrial User means:~~

- ~~1. Any Industrial User regulated by a National Categorical Pretreatment Standard under 40 CFR Part 403 or any revision thereto.6 and 40 CFR Chapter I, Subchapter N; or~~
- ~~2. Any Industrial User which:
 - ~~a. discharges 25,000 gal. per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blowdown wastewater); or~~~~

- ~~b. contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW operation; or~~
- ~~c. has a reasonable potential, in the opinion of the Superintendent, of violation of any Pretreatment Standard requirement (in accordance with 40 CFR Part 403 or any revision thereto 8 (f) (6)).~~
- ~~B. Upon a finding that an Industrial User, meeting the criteria of **SECTION 36-85, paragraph A.2**, has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement, the COUNTY may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with 40 CFR Part 403 or any revision thereto 8 (f) (6), determine that such Industrial User is not a Significant Industrial User.~~

~~**Sec. 36-86. SIGNIFICANT NON-COMPLIANCE (SNC)**~~

~~**Significant Non-compliance means:**~~

- ~~A. Chronic violations of wastewater discharge limits, defined here as those in which sixty six (66%) percent or more of all of the measurements taken during any consecutive six-month period exceed (by any magnitude) the daily maximum or the average limit for the same pollutant parameter. Consecutive "six-month period" shall refer to any consecutive 180-day period of time.~~
- ~~B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33%) percent or more of all of the measurements for each pollutant parameter taken during any consecutive six-month period equal or exceed the product of the daily maximum or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).~~
- ~~C. Any other violation of a pretreatment effluent limit that the COUNTY determines has caused, alone or in combination with other discharges, interference, or pass through (including endangering the health of COUNTY personnel or the general public).~~
- ~~D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment, or has resulted in the COUNTY'S exercise of its emergency authority under **SECTION 36-138** to halt or prevent such a discharge.~~
- ~~E. Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance.~~
- ~~F. Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules.~~

~~G. Failure to accurately report non-compliance.~~

~~H. Any other violation or group of violations which the COUNTY determines will adversely affect the operation or implementation of the local pretreatment program.~~

~~**Sec. 36-87. SLUG LOADING**~~

~~SLUG LOADING means the discharge of any pollutant, including any oxygen demanding pollutant (BOD, etc.), which is released in a discharge at a flow rate and/or pollutant concentration which may cause interference with the POTW. See SECTIONS 36-10, 36-12, 36-75, and 36-82 of this Ordinance.~~

~~**Sec. 36-88. STANDARD INDUSTRIAL CLASSIFICATION**~~

~~STANDARD INDUSTRIAL CLASSIFICATION (SIC) means a numerical categorization used by the Department of Commerce to denote segments of industry.~~

~~**Sec. 36-89 through 36-119. RESERVED**~~

ARTICLE 4: INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM

PART 2. INDUSTRIAL MONITORING AND PRETREATMENT

Sec. 36-119. MONITORING FACILITIES

~~A An inspection fee shall be paid to the COUNTY prior to issuance of the permit should it be determined that the User is required to install any of the following structures:~~

- ~~1. Control Manhole Requirements. All Users located in areas zoned industrial and/or business park and such other Users as required by the Superintendent or designee, except Residential Users, are required to install a sampling/monitoring manhole for each separate Discharge in the Building Sewer in accordance with the plans and specifications approved by the Building Director or designee. Each manhole shall be situated on the User's premises in a location approved by the COUNTY.~~

~~The control manhole shall be located on the sewer connection pipe at a point where there are no changes in grade or alignment for at least 15 pipe diameters upstream and downstream from the manhole. The grade (slope) of the pipe shall not exceed 1% (1 foot per 100 feet) through the manhole and for a distance of 15 pipe diameters upstream and downstream from the manhole.~~

~~There shall be ample room within or near such control manhole to allow accurate sampling and preparation of samples for analysis. The manhole shall be installed and maintained by the owner/User at their sole expense so as to be safe and accessible to the COUNTY at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its Discharge.~~

In the event a User is permitted a service connection to the COUNTY manhole, the User or its contractor shall indemnify DuPage County, its officers, agents, and employees from any responsibility for injury, loss, or damage, both personal and property, in the construction or maintenance of interceptor lines or other appurtenances within or around the manhole as undertaken by the Industrial User or its contractor.

- a. Where such a manhole location would be impractical or cause extreme hardship on the User, the Superintendent or designee may concur with the manhole being constructed in the public street or sidewalk area provided that the manhole is located so that it shall not be obstructed by landscaping or parked vehicles. In those cases where a control manhole must be in a parking lot, a permanent barricade, such as a vertical pipe shall be placed around the manhole to prevent vehicles from driving or parking over the manhole cover. For any construction or maintenance of the control manhole undertaken within the public right-of-way, the User shall indemnify DuPage County, its officers, agents, and employees from any responsibility for injury, loss, or damage, both personal and property, in any way related to the use of the public right-of-way.
- b. The Superintendent and Building Director or their designee may postpone the installation of the control manhole when specific circumstances prevent the installation of a manhole.
- c. A postponement for a control manhole will be handled on a case-by-case basis by the Superintendent and Building Director or their designee when it is determined that the Discharge is solely from a Residential Source and the site is not in a zoned business park/industrial area.
- d. When a postponement for a control manhole installation is granted by the COUNTY, an affidavit will be signed by the property owner to install the manhole at a later date should business practices change at the location where the manhole installation was postponed.
- e. The Superintendent or designee may determine sub-classes of business that need not install monitoring manholes and will advise the Building Director or designee of such sub-classes. Monitoring manholes will always be required in zoned business or industrial parks.

Alternatively, the User may be required or allowed to provide suitable internal sampling points within the facility where composite and grab samples can be taken from the designated sampling points and the industry purchases, installs, and maintains flow monitoring equipment compatible for use with the COUNTY'S sampling equipment, as determined necessary by the COUNTY for monitoring the process flow(s). At facilities where the flow monitoring equipment is installed, the User shall also have metering available to determine the total flow from the facility.

There shall be ample room in or near facilities to allow accurate sampling and preparation of samples for analysis.

2. Liquid Quantity Measurements. All Significant Industrial Users may be required to install an open channel Flow measuring device in said control manhole. When required, the sampling chamber shall contain a Palmer-Bowlus or Parshall flume or equivalent, unless a weir or similar device is approved by the COUNTY.

The COUNTY may, at its option, based on the water usage and/or waste loadings, require the User to install a device with a recording and totalizing register for measurement of the liquid quantity. The device shall include a circular chart recorder, suitable to record seven (7) calendar days of Flow. The equipment required to indicate, record and totalize the Flow shall be located in a warm dry location and be accessible to the COUNTY for reading. This equipment shall be installed and maintained by the User at their sole expense. Should the requirement be made, the User shall complete installation of the flume and secondary Flow measuring device based on the installation schedule approved for such device by the COUNTY.

The User shall be required to calibrate and maintain the Flow metering equipment in accordance with the manufacturer's recommended procedures and frequencies. Users who operate Flow measuring devices will submit the procedure for operation and maintenance (O & M) to the COUNTY. The User shall further document O & M in a log which shall be available for inspection by COUNTY Personnel. At minimum, the User shall submit a semi-annual calibration report performed by an outside representative by the deadline defined in the User's Discharge Permit. The User may be required to submit Flow records to the Pretreatment Coordinator or designee monthly.

3. Sampling Equipment. The COUNTY may, at its option, based on water usage and/or waste loadings or when the waste loads cannot be accurately evaluated by time Composite Samples, require the User to install flow proportional sampling equipment. This equipment shall be installed and maintained by the User at their sole expense.

Users shall submit the procedure for operation and maintenance to the COUNTY. The User shall further document O & M in a log which shall be available for inspection by COUNTY Personnel. At minimum, the User shall submit an annual report confirming the accurate operation of the equipment performed by an outside representative by the deadline defined in the Discharge permit.

B. Control Manhole Applicability

1. All Non-Residential Users are required to install a control manhole for each separate Discharge in the Building Sewer in accordance with the plans and specifications approved by the COUNTY and Section 36-119.A.

- a. When required by the COUNTY, a SIU or NSRU, that does not have a unique sampling chamber at end-of-pipe, shall install a control manhole or sampling chamber for use as the regulation location of Local Limits in the Building Sewer in accordance with plans and specifications approved by the COUNTY.
 - b. When required by the COUNTY, a Categorical Industrial User shall install a control manhole or sampling chamber for use as the regulation location of the categorically regulated Discharge in the Building Sewer in accordance with plans and specifications approved by the COUNTY. This sampling chamber may be required to be installed within the building and may be in addition to an end-of-pipe manhole.
2. The COUNTY reserves the right to apply said Local Limits in **FIGURE A** at an end-of process Discharge location that connects to the POTW sewer system in the event that:
- a. A unique control manhole at end-of-pipe is not available;
 - b. A more representative sample can be taken of a process batch Discharge even though an end-of-pipe manhole exists;
 - c. A more representative sample can be taken at the end-of-process location than the end-of-pipe location as a result of impacts from dilute waste streams; or
 - d. An end-of process location is used because the User is unable to provide adequate flow documentation to use a combined waste stream formula.
3. In the event that a suitable control manhole does not exist as per Sections 36-119.A and 36-119.B and no end-of-process discharge sampling location exists, the “sampling facility” shall be considered to be the nearest downstream manhole in the Public Sewer to the point at which the Building Sewer is connected.

C. Wastewater Monitoring and/or Flow Measurement Facility Operation and Maintenance

1. Wastewater Monitoring and/or Flow Measurement facilities shall be installed and maintained at all times at the User’s expense. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that the sample results are unrepresentative of its Discharge. Installation will be consistent with the requirements of Section 36-119.A.
2. The manhole or chamber located on a Building Sewer Discharge located in dedicated Easements shall be easily accessible to representatives of the COUNTY twenty-four (24) hours per day, seven (7) days per week.

3. The manhole or chamber at a Discharge location within the building shall be accessible to representatives of the COUNTY during normal User operating hours.
4. Metered water supply may be used to determine Wastewater Flow if it is substantiated to the COUNTY that the metered water supply and Wastewater quantities are approximately the same, or where an adjustment agreed to by the COUNTY is made in the metered water supply to determine Wastewater Flow which is documented through the use of sub-meters and/or production records. In the event that the Wastewater Flow cannot be substantiated at any regulated location, the User will be required to install Flow monitoring consistent with Section 36-119.A.
5. The sampling chamber, Flow metering device, sampling equipment and documentation of the frequency of sampling, sampling methods and analysis of samples shall be subject, at any reasonable time, to inspection by the COUNTY.

~~Sec. 36-120. CONTROL MANHOLE REQUIREMENTS FOR MONITORING PURPOSES.~~

- ~~A. Industrial User's shall provide and maintain in safe and proper condition, at the Industrial User's expense, facilities to allow the authorized representatives of the COUNTY, EPA, or the STATE to inspect, sample, or measure flows from wastewater subject to this Ordinance.~~
- ~~B. All Industrial Users, or the owner of any property occupied by an Industrial User, shall be required to install a control manhole where said property is serviced by a COUNTY POTW.~~
- ~~C. The COUNTY reserves the right to require installation of a control manhole at existing industries which are not classified as industrial user, or at any site occupied by a Potential Industrial User.~~
- ~~D. The control manhole shall be constructed in accordance with plans and specifications approved by the Superintendent. The Superintendent reserves the right to require separate control manholes at multi-unit facilities. Each commercial building must have a control manhole on the service line. Plans and specifications shall include the installation of necessary meters and other appurtenances in the service sewer to facilitate observation, sampling, and measurement of the wastes.~~
- ~~E. The control manhole shall be installed either on the Industrial User's property or in a public right of way by the Industrial User or owner, at the Industrial User or owner's expense, and shall be maintained by the Industrial User or owner as to be safely accessible to the COUNTY'S inspectors at all times. For any construction or maintenance of the control manhole undertaken within the public right of way, the Industrial User shall indemnify the County of DuPage as stated in paragraph J. below. If locating such facilities on an Industrial User's property would be impractical, the Industrial User may apply to the COUNTY for a right of way or for permission to construct on public property.~~

~~F. Any costs associated with the installation, calibration, and maintenance of the metering and/or monitoring equipment and the control manhole are the responsibility of the Industrial User.~~

~~G. Where required by the COUNTY, additional control manholes or sampling chambers shall be provided at the end of each industrial process.~~

~~H. In certain cases where several industrial discharges enter a common control manhole, modifications may be required, as determined by the Superintendent, to provide for accurate sampling.~~

~~I. Service connection into a COUNTY owned manhole is prohibited unless permitted by the COUNTY. In the event an Industrial User is permitted a service connection to the COUNTY manhole, the Industrial User or its contractor shall indemnify the County of DuPage from any responsibility for injury, loss, or damage, both personal and property, in the construction or maintenance of interceptor lines or other appurtenances within or around the manhole as undertaken by the Industrial User or its contractor.~~

~~J. Alternatively, the Industrial User may be required or allowed to provide suitable internal sampling points within the facility where composite and grab samples can be taken from the designated sampling points and the industry purchases, installs, and maintains flow monitoring equipment compatible for use with the COUNTY'S sampling equipment, as determined necessary by the COUNTY for monitoring the process flow(s). At facilities where the flow monitoring equipment is installed, the industry shall also have metering available to determine the total flow from the facility.~~

~~There shall be ample room in or near facilities to allow accurate sampling and preparation of samples for analysis.~~

~~K. Samples collected for analysis of oil and grease (FOG), temperature, pH, cyanide and volatile organic chemicals must be obtained using grab sample collection techniques.~~

Sec. 36-1201. INDUSTRIAL MONITORING & INSPECTIONS

A. Right of Entry: Inspection and Sampling

The Pretreatment Coordinator and designee(s), Duly Authorized Agents of the COUNTY, the Illinois Environmental Protection Agency, and the United States Environmental Protection Agency, hereafter referred to as "above-named entities," shall have the right to enter the premises of any User at reasonable times, with or without notice, to determine whether the User is complying with all requirements of this Ordinance and any individual or general Wastewater Discharge Permit or order issued hereunder. Users shall allow the above-named entities ready access to all parts of the premises for the purposes of

inspection, observation, measurement, sampling, analyses, records examination and copying, and the performance of any additional duties.

1. Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the above-named entities will be permitted to enter without delay for the purposes of performing specific responsibilities.
2. The COUNTY shall have the right to set up on the User's property or require installation of such devices as are necessary to conduct sampling and/or metering of the User's operations.
3. The Pretreatment Coordinator or designee may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure Wastewater Flow and quality shall be calibrated twice yearly (at six-month intervals) to ensure their accuracy. The User shall submit these calibration reports semi-annually to the COUNTY with the Periodic Compliance Reports required in Section 36-138.
4. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Pretreatment Coordinator or designee and shall not be replaced. The costs of clearing such access shall be borne by the User.
5. Unreasonable delays in allowing the Pretreatment Coordinator or designee and their designee access to the User's premises shall be a violation of this Ordinance.

B. Monitoring Requirements

1. Applicability. At minimum, all SIU including CIU as well as Non-Significant Regulated Users (NSRU) are required to sample in compliance with the COUNTY monitoring frequency as stated in the Wastewater Discharge Permit. Other Users are required to sample upon the request of the COUNTY. The Users shall pay the costs of sampling of its Discharge and the costs of analyses of its samples, whether or not the sampling and analyses are done by the User or by the POTW.
- A-2. The COUNTY shall conduct measurements, tests, and analyses of the characteristics of waters and wastes in accordance with procedures set forth in USEPA and IEPA Guidelines. -A continuous history of the collections and transportation of samples will be maintained by the COUNTY using the COUNTY'S CHAIN OF CUSTODY REPORT FORM. Tests of waters and wastes will be made by analysis of suitable samples taken from the control manhole or other approved location. -Under certain circumstances, the COUNTY may find it necessary to require the Industrial User to conduct self-monitoring in addition to or in-lieu-of the COUNTY'S monitoring, which self-monitoring information shall

be set forth on an **INDUSTRIAL USER'S SEMI-ANNUAL SELF-MONITORING REPORT FORM.**

~~B. In the event no control manhole, for monitoring purposes, has been installed on the property prior to the enactment of this Ordinance, the downstream manhole in the public sewer nearest to the point at which the Industrial User's service sewer is connected shall be considered the control manhole if a suitable upstream manhole is available so as to enable the monitoring of the discharge of the Industrial User by difference.~~

3. If flow metering equipment is deemed necessary for use in the upstream and downstream manholes, Section 36-119.A.1, so that accurate discharge concentrations can be calculated, the Industrial User shall provide such flow monitoring to the COUNTY'S specifications, or the COUNTY shall purchase the equipment and bill the Industrial User. In certain cases, where several industrial discharges enter a common manhole, where a dedicated control manhole does not exist, the Superintendent or designee may require the installation of a dedicated control manhole(s) or approve alternate internal sampling sites as referenced in Section 36-~~120, paragraph~~ 119.J.

4. Sampling Frequency

a. All SIU including CIU with Wastewater Discharge Permits must sample their effluent consistent with the permit requirements and report the results to the POTW at least twice yearly. The COUNTY may require more frequent reporting independent of the frequency for those parameters specified in the User's Permit and/or the COUNTY Monitoring Frequency defined in the COUNTY's Enforcement Response Plan. Sampling visits of this type will normally be unannounced.

b. Any NSRU with an individual or general Wastewater Discharge Permit shall sample their effluent and report the results to the POTW consistent with the requirements of the Wastewater Discharge Permit and the COUNTY Monitoring Frequency.

c. Hauled Waste or batch Discharges that have been approved by the Pretreatment Coordinator or designee will have sampling and analyses defined in an individual Wastewater Discharge permit.

d. The COUNTY shall have the right to perform its own sampling at any time at any location at its sole discretion. COUNTY data will be used for all surcharge evaluations.

e. The COUNTY may initiate sampling and analyses at a greater frequency as a result of a violation of any Discharge Permit limit, including cases where Hot Spot maintenance issues or blockage to the Sanitary Sewer System has occurred.

5. Sample Collection

- a. Samples collected to satisfy reporting requirements must be based on data obtained through scientifically appropriate sampling and analyses performed during the period covered by the report, based on data that is representative of conditions occurring during the entire sampling and reporting period as defined in the Wastewater Discharge Permit.
- b. Except as indicated in Subsections 5.c and 5.e below, the User must collect Wastewater samples using Flow proportional composite collection techniques.
- c. In the event Flow proportional sampling is infeasible, the Pretreatment Coordinator or designee may authorize the use of time proportional sampling at minimum collecting samples every 15 minutes during a 24-hour workday; a minimum of four (4) Grab Samples; or as designated by the COUNTY where the User demonstrates that this will provide a representative sample of the effluent being Discharged. A proportional number of samples shall be collected for Wastewater Discharges lasting less than 24 hours.
- d. Single Grab Samples may be required in the event of an infrequent batch Discharge or to show compliance with instantaneous Discharge limits.
- e. Samples for Fats, Oil and Grease, temperature, pH, cyanide, hexavalent chromium, phenols, sulfides, and volatile organic compounds must be obtained using the number of Grab Samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements. Multiple Grab Samples that are individually preserved as specified in 40 CFR Part 136 and appropriate USEPA guidance that are collected during a 24-hour period may be composited prior to the analysis, as follows:
 - i.) For cyanide, hexavalent chromium, phenols, and sulfides: multiple Grab Samples may be composited in the laboratory or in the field;
 - ii.) For volatile organics and fats, oil and grease: multiple Grab Samples may only be composited in the laboratory.
- f. Composite Samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the COUNTY, as appropriate.

6. Cost

The applicable User shall be responsible for payment of all costs and/or invoices for COUNTY monitoring, sampling, and analyses.

C. Analytical Requirements.

All analyses, including sampling results and techniques submitted in support of any application, report, evidence, or as required by any permit or order, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, ~~or, if unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, in accordance with where the USEPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using generally accepted, scientifically validated analytical methods or other applicable sampling and analytical procedures, including but not limited to procedures suggested by the Pretreatment Coordinator or designee or other parties approved by the EPA.~~USEPA.

D. Industrial Inspections

The COUNTY shall conduct, at least once per year, complete inspections of facilities of Categorical and Significant Industrial Users pursuant to 40 CFR Part 403 or any revision thereto. The COUNTY reserves the right to perform at least annual inspections of other industrial facilities not so classified. The COUNTY may use an Industrial User's inspection checklist form. It shall be the responsibility of the COUNTY to arrange for the inspection of the facility, to obtain information on the process(es) conducted on the premises, the handling and storage of any hazardous chemicals, and the flow diagrams of all process flows, to assure that the records of the COUNTY are up to date and accurate. The COUNTY reserves the right to take photographs at said facilities as part of the inspection process. Photographs shall remain confidential upon request of the User.

E. Protection of COUNTY Sampling and Flow Metering Equipment from Damage

No unauthorized Person shall maliciously, willfully, recklessly, or negligently break, damage, destroy, or tamper with any structure, appurtenance, or equipment which is owned or contracted by the COUNTY. Any Person violating this provision shall be subject to immediate arrest under charge of disorderly conduct and shall also be responsible for paying all costs of repair and/or replacement.

Sec. 36-1212. PRETREATMENT REQUIREMENTS

- A. Industrial Users who discharge Non-Residential Source waste shall provide necessary wastewater treatment ~~as required~~ and Best Management Practices as necessary to comply with the most stringent requirements of this Ordinance, as well as permit conditions, ~~and STATE~~ Local Limits, prohibitions set out in Section 36-10, and STATE and Federal Pretreatment Standards. ~~Industrial Users shall achieve compliance with all National Categorical Pretreatment Standards~~ within the time limitations as specified by the ~~Federal~~ USEPA, the STATE, or the Pretreatment Regulations, and with any other pretreatment standards by applicable deadlines Coordinator or their designee, whichever is more stringent.
- B. Any facilities required to pretreat wastewater or to provide for flow equalization, shall be provided, operated, and maintained continuously and in satisfactory and effective operation, at the Industrial User's expense. ~~Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the COUNTY for review, and shall be approved by the COUNTY~~ Pretreatment Coordinator or designee before construction of the facility. ~~The review and approval of plans and operating procedures does not relieve the Industrial User from~~ complying the responsibility of modifying such facilities as necessary to comply with the provisions of this Ordinance and permit conditions. ~~Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and approved by the COUNTY~~ and IEPA prior to the Industrial User's initiation of the changes.
- C. All Users are required to comply with IEPA permitting requirements. Users shall obtain all necessary construction-operating permits from the IEPA prior to the COUNTY connection and/or Discharge permit(s) being issued. IEPA will make the determination of actual permitting requirements based on changes in the Wastewater volume or characteristics generated at the User site. The COUNTY will track and parallel this IEPA permitting process. No sources of Non-Residential Wastewater will be allowed to Discharge to the COUNTY POTW until all permitting requirements have been satisfied. Such Pretreatment facilities shall be and remain under the control and direction of an IEPA-certified Wastewater operator. Users shall obtain all additional construction-operating permits from IEPA and the COUNTY for the changes prior to discharge.
- D. **Additional Pretreatment Measures**

At minimum, the COUNTY may require the additional Pretreatment measures defined below. The COUNTY reserves the right to make unannounced inspections of any additional required Pretreatment measures during normal business hours, whether the User has been issued an individual or general Wastewater Discharge permit or not.

- Whenever deemed necessary, the Pretreatment Coordinator or designee may require Users to restrict their Discharge during peak Flow periods, designate that certain Wastewater be Discharged only into specific sewers, relocate and/or consolidate points of Discharge, separate Sewage waste streams from Industrial Waste streams, and may impose such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this ordinance.

2. The Pretreatment Coordinator or designee may require any Person or User Discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and Flow-control facility to ensure equalization of Flow. The COUNTY may issue an individual or general Wastewater Discharge Permit solely for Flow equalization.
3. Users with the potential to Discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

Sec. 36-122. CLOSURE PLAN

- A. Where a Closure Plan is required, any Non-Residential User meeting the requirements of Section 36-12, including but not limited to those with Wastewater Discharge permits, shall file a written Closure Plan with the COUNTY which will provide for:
 1. Ceasing all operations permanently, or
 2. Ceasing operations until the User is re-classified (and meets all requirements) as a Significant Industrial User.
- B. The closure plan shall be submitted ten (10) working days prior to the initiation of the plan and shall contain, at a minimum, the following:
 1. A description of each Wastewater generating process that will be closed;
 2. A description of how the facility will be closed and the extent of operations during the closure period;
 3. An inventory and estimate of the volume of all process Wastewater, chemicals, and hazardous waste on site. A description of the methods for disposal, including procedures for removing, transporting, treating, storing, or disposing of all waste and identifying all off-site waste management facilities to be used;
 4. A schedule of closure activities indicating the time required to complete each closure step; and
 5. Additional monitoring scheduled that will identify compliance with Pretreatment Standards during the closure operations.

Sec. 36-123. POLLUTANT REPORTS

- ~~A. Non-Residential Wastewater Discharge Permit Application / Questionnaire / Baseline Monitoring Report~~
 - ~~1. Initial Application or filing.~~
 - ~~a. If anything other than normal domestic sewage, as defined in Article 1 of this Ordinance, is to be discharged from the location for which the application is being made, the applicant~~

~~must fill out the Non-Residential Wastewater Discharge Permit Application / Questionnaire / Baseline Monitoring Report, (see Section 36-124 regarding non-residential wastewater discharge permit content information) for evaluation by the COUNTY as to whether the proposed discharge will be allowed as is, and whether any special monitoring and/or pretreatment will be required.~~

- ~~i.) Industrial Users subject to National Categorical Pretreatment Standards, as described below, shall submit the Baseline Monitoring Reports to the COUNTY, unless all the information has previously been submitted.~~
- ~~ii.) If the Report has previously been submitted, any changes or additional information must be submitted according to the regulations applicable to the Categorical User, by using an updated Report Form.~~
- ~~iii.) Within 180 days after the effective date of a National Categorical Pretreatment Standard, or 180 days after a final administrative decision has been made upon a categorical determination submission in accordance with 40 CFR Part 403.6(a)(4) or any revision thereto, whichever is later, Industrial Users which are Existing Sources subject to such National Categorical Pretreatment Standards and currently discharging to the POTW shall submit a properly completed Baseline Monitoring Report. ("Existing Sources" for the purpose of this Section means any facility discharging a flow to the wastewater treatment system at the time of the effective date of a National Categorical Pretreatment Standard).~~
- ~~iv.) New Sources and sources that become Industrial Users subsequent to promulgation of National Categorical Pretreatment Standards, shall submit a Baseline Monitoring Report/Permit Application at least ninety (90) days prior to commencement of discharge to the POTW. New Sources shall also be required to include in this Report information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New Sources shall give estimates of flow measurements and pollutant concentrations.~~

~~(For the purpose of this Section, "sources" shall mean any facility connected to the wastewater treatment system, but not discharging a flow which would be subject to the National Categorical Pretreatment Standards at the effective date of the Standards). (See Section 36-79 of the Ordinance for the definition of "New Source").~~

~~New Non-Categorical Industrial Users shall apply at least sixty (60) days prior to connecting to or contributing to the POTW.~~

- ~~v.) In support of the Baseline Monitoring Report, the Industrial User shall submit information in units and terms specified in the Report Form.~~
- ~~b. The information supplied in Non-Residential Discharge Permit Application Form, shall be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data is representative of conditions occurring during the reporting period. The COUNTY shall require that frequency of monitoring necessary~~

~~to assess and assure compliance by Industrial Users with applicable pretreatment standards and requirements.~~

- ~~c. Current Industrial Users who are required to file an application, as directed above shall submit the completed application within sixty (60) days after receipt from the COUNTY unless otherwise regulated under Sec. 36-123.A.1.a.4.), along with any additional information the COUNTY may require. Proposed new Industrial Users shall apply at least sixty (60) days prior to connecting to or contributing to the POTW.~~
- ~~i.) For new Industrial Users, the permit must be obtained by the User prior to connection or discharge.~~
- ~~ii.) The COUNTY reserves the right to require additional information prior to the issuance of such a permit.~~
- ~~d. Based upon the information supplied in the permit application/questionnaire and other information, such as sampling data on site inspection, Federal Pretreatment Regulations, or Federal Categorical Pretreatment Regulations, if the COUNTY determines that an Industrial User has a discharge which needs any monitoring or regulation, the Industrial User will be classified as:~~
 - ~~i.) Categorical and Significant and needing a permit; or~~
 - ~~ii.) Non-Categorical and Significant and needing a permit; or~~
 - ~~iii.) Non-Significant and needing a permit; or~~
 - ~~iv.) Non-Significant and not needing a permit.~~

~~Any permits issued to an Industrial User will contain all of the items listed in Section 36-124 as appropriate for the Industrial User.~~

~~**B. COMPLIANCE MONITORING REPORT:** This report shall be sent to the COUNTY no later than fourteen (14) days following each date in the compliance schedule and the final date for compliance stating:~~

- ~~1. The date event was completed;~~
- ~~2. If any delay in completion, the reason for such delay;~~
- ~~3. The expected date of completion if the event has not yet been completed; and~~
- ~~4. The steps which will be taken to return to the provisions of the "Compliance Schedule", if deviation from such schedule has occurred.~~
- ~~5. In no event shall more than 9 months elapse between such progress reports to the COUNTY.~~

~~If the event was not completed according to schedule, then the Compliance Monitoring Report shall be resubmitted for that event within fourteen (14) calendar days of the actual completion of the event.~~

~~**C. CHANGE OF DISCHARGE REPORT:**~~

- ~~1. This report shall be sent within 14 days from the date upon which an Industrial User identifies or causes changes in wastewater processes, the volumes or characteristics of discharges as a result of process changes or lab analyses of discharges.~~
- ~~2. An Industrial User shall also file this Report within 14 days with the COUNTY upon becoming aware of changes to any process that will affect its discharge wastewater volume or characteristics. The Report shall also be filed by the Industrial User with the COUNTY 30 days prior to introduction of new pollutants into the POTW from a source, which would be a New Source (as defined in **Section 305 of the Federal Water Pollution Control Act (FWPCA)**) or a Point Source (as defined in Section 301 of the FWPCA), if it is discharging such pollutants directly to STATE waters.~~
- ~~3. The COUNTY shall have the authority to deny or condition new or increased contributions of pollutants, or changes in the nature of pollutants, to the POTW by Industrial Users, where such contributions do not meet applicable Pretreatment Standards and Requirements, or where such contributions would cause a COUNTY POTW to violate its NPDES permit.~~

~~**D. NON-COMPLIANCE REPORT:**~~

- ~~1. An Industrial User shall file a Non-compliance Report with the COUNTY within fourteen (14) calendar days of a discharge of effluent of unacceptable quality or quantity to the COUNTY POTW. Such an incident may involve accidental spills or discharges which violate applicable pretreatment standards.~~
 - ~~2. The **NON-COMPLIANCE REPORT** shall state which applicable pretreatment standards are being met on a consistent basis. If such standards are not being met, the Industrial User shall specify the additional operation and maintenance or pretreatment techniques or installations needed to bring the Industrial User into compliance with the applicable pretreatment standards and requirements.~~
 - ~~3. The Non-compliance Report shall be signed by an authorized representative of the Industrial User and certified by a qualified professional. The Non-compliance Report shall specify:
 - ~~a. The dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the Industrial User to meet the applicable Federal, STATE, or County Categorical Pretreatment Standards (i.e. hiring an engineer, completing preliminary plans, completing final plans, executing contracts for major components, commencing construction, completing construction, etc);~~~~
- ~~**COMPLIANCE SCHEDULE REPORT;**~~

~~b. No date referred to in paragraph 3.a of this section shall exceed nine (9) months.~~

~~**E. FINAL STATUS REPORT FORM**~~

~~1. Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards, or, in the case of a New Source, following commencement of the introduction of wastewater into the POTW, any Industrial User, subject to Pretreatment Standards and Requirements, shall submit to the COUNTY a **FINAL STATUS REPORT FORM**, indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements, and the average and maximum daily flow for these process units in the Industrial User facility which are limited by such Pretreatment Standards or Requirements. Where equivalent mass or concentration limits are established by the COUNTY for an Industrial User, the Final Status Report shall contain a reasonable measure of the Industrial User's long-term production rate.~~

~~2. Where an Industrial User is subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production, the Final Status Report shall include the Industrial User's actual production during the appropriate sampling period. The Final Status Report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operation and maintenance and/or pretreatment is necessary to bring the Industrial User into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the Industrial User, and certified to by a qualified professional.~~

~~**F. SEMI-ANNUAL COMPLIANCE REPORTS.**~~

~~1. Contents and Submittal~~

~~a. Any Industrial User subject to a Categorical Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the POTW, shall submit to the COUNTY during the months of June and December the **SEMI-ANNUAL SELF MONITORING REPORT** unless required more frequently in the Pretreatment Standard or by the Superintendent, indicating the nature and concentration of pollutants in the effluent, which are limited by such Pretreatment Standards. (Significant and Categorical Industrial Users shall perform all local limits testing twice per year and shall submit all such test results to the COUNTY POTW) At the discretion of the Superintendent and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the Superintendent may agree to alter the months during which the above reports are to be submitted.~~

~~b. The COUNTY may impose mass limitations on Industrial Users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases where the imposition of mass limitations are appropriate. In such cases, the information required in **SEMI-ANNUAL SELF MONITORING REPORT** shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the Industrial User. These reports~~

~~shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the Superintendent, of pollutants contained therein, which are limited by the applicable pretreatment standards.~~

~~e. For Industrial Users subject to equivalent mass or concentration limits established by the COUNTY in accordance with the procedures in 40 CFR Part 403.6(e) or any revision thereto, the information required in the Non-Residential Wastewater Discharge Permit Application and Baseline Monitoring Report shall contain a reasonable measure of the Industrial User's long term production rate. For all other standards expressed only in terms of allowable pollutant discharge per unit of production (or other measure of operation), the Report shall include the Industrial User's actual average production rate for the reporting period.~~

~~d. Significant Noncategorical Industrial Users shall submit to the COUNTY, at least once every six (6) months (on dates specified by the COUNTY), a description of the nature, concentration, and flow of the pollutants required to be reported by the COUNTY, using the Form specified as the SEMIANNUAL SELF MONITORING REPORT except as indicated otherwise.~~

~~2. Monitoring and Analysis in Support of Self Monitoring Requirements.~~

~~a. The reports required by **Section 36-123** shall be based on sampling and analysis performed in the period covered by the report, and performed in accordance with the techniques described in 40 CFR Part 136 and amendments thereto.~~

~~i.) Where 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the Administrator determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the COUNTY or other persons, and approved by the Administrator.~~

~~ii.) This sampling and analysis may be performed by the COUNTY for the Industrial User if the Industrial User so wishes.~~

~~iii.) Where the COUNTY itself collects all the information required for the report, the Significant Industrial User will not be required to submit the report.~~

~~b. If an Industrial User, subject to the reporting requirement herein, monitors any pollutant more frequently than required by the COUNTY, using the procedures prescribed in this SECTION, the results of this monitoring shall be included in the report.~~

~~c. The determination of compliance with Local Limits shall be based upon twenty four (24) hour composite samples, or grab samples in the event composite sampling is not feasible. If the Industrial User objects to local limit testing being performed on a grab sample basis,~~

~~the Industrial User shall be responsible for providing at the facility a means by which composite sampling may be performed which is satisfactory to the COUNTY.~~

- ~~d. Significant and Categorical Industrial Users shall perform all local limits testing twice per year and shall submit all such test results to the COUNTY POTW. In addition, the COUNTY must perform all local limit tests once per year on the same Significant and Categorical Industrial Users.~~
- ~~e. **Signatory requirements for Industrial User reports.** The reports required by this section shall include the certification statement as set forth in Non-Residential Discharge Permit Application Form and shall be signed by an authorized representative.~~

~~**G. NOTIFICATION OF DISCHARGE VIOLATIONS, HARMFUL DISCHARGES, AND SLUG LOADINGS**~~

~~1. Discharge Violations.~~

- ~~a. If sampling performed by an Industrial User indicates a violation, the Industrial User shall notify the COUNTY within 24 hours of becoming aware of the violation. The Industrial User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the COUNTY within 30 days after becoming aware of the violation, except the Industrial User may not be required to resample if:
 - ~~i.) The COUNTY performs sampling at the Industrial User at a frequency of at least once per month, or~~
 - ~~ii.) The COUNTY performs sampling at the User between the time when the User performs its initial sampling and the time when the Industrial User receives the results of this sampling.~~~~

~~2. Harmful Violations Caused by Industrial Users~~

~~In the event of harmful violations caused by spills, accidental or otherwise, that constitute an unusual flow volume or discharge characteristics violating **Article 2, Section 36-10**, and/or which would cause problems for the POTW, Industrial Users shall immediately (within a 24 hour period) by telephone inform the COUNTY.~~

~~3. The notification shall include:~~

- ~~a. the date, time, location, and duration of the discharge;~~
- ~~b. the type of waste including concentration and volume; and~~
- ~~c. any corrective actions taken by the user.~~

~~4. Within fourteen (14) calendar days following such a discharge, the Industrial User shall submit a Non-compliance Report describing the cause of the discharge and the measures that will be taken by the Industrial User to prevent similar future discharges.~~

~~5. Such notification shall not relieve the Industrial User of any expense, loss, damage, or other liability resulting from the discharge, nor shall such notification relieve the Industrial User of any fines, civil penalties, or other liability which may be imposed under this Ordinance or other applicable STATE or federal law.~~

~~H. **SPILL CONTROL PLANS**, which are required from a new Industrial User applying for a permit, shall be submitted prior to discharge and prior to permit issuance. An existing Industrial User shall submit the plan within fourteen (14) calendar days after the COUNTY requests such a plan, unless other arrangements are approved by the COUNTY.~~

~~I. **TOTAL TOXIC ORGANICS MANAGEMENT PLAN**~~

~~If the COUNTY requires an Industrial User to submit a Total Toxic Organics Management Plan, the Plan shall be submitted according to the time frame required by the COUNTY. The Plan shall contain the following information:~~

- ~~1. A statement certifying that there is no discharge of total toxic organics.~~
- ~~2. The identification of any total toxic organics regulated by the Federal or COUNTY Pretreatment regulations.~~
- ~~3. The identification of the method of disposal such as incineration, contract hauling, or reclamation.~~
- ~~4. The identification of the procedures to be followed for assuring that toxic organics do not routinely spill or leak into the waste stream.~~

~~J. **MERCURY MANAGEMENT PLAN**~~

~~Any Industrial User exceeding the local limit of 0.0005 mg/l for mercury in **FIGURE A** is in violation of this Ordinance, unless the Industrial User meets the exceptions set forth in Title 35, Subtitle C, Chapter I, Subpart B, Section 307.1102 of the Illinois Regulations and submits the Mercury Management Plan which sets forth how the Industrial User complies with the conditions set forth in the above referenced section, in order to qualify for permission to have a higher level of mercury discharge. If a mercury management plan is submitted and approved, the enforceable local limit for the Industrial User would be 0.003 mg/~~

Sec. 36-123 through Sec. 36-128. RESERVED

ARTICLE 4: INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM

PART 3. WASTEWATER DISCHARGE PERMITS

Sec. 36-129. WASTEWATER DISCHARGE PERMIT REQUIREMENTS AND APPLICATION

A. Wastewater Information and Analysis

When requested by the Pretreatment Coordinator or designee, a User must submit information on the nature and characteristics of its Wastewater within thirty (30) calendar days of the request. The Pretreatment Coordinator or designee is authorized to prepare a form for this purpose and may periodically require Users to update this information. The Pretreatment Coordinator or designee may also prepare specialized forms for various business types and functions. Information that may be required will be consistent with that identified in Section 36-70 and 36-129.E. Hauled waste is permitted- under the provisions of Sections 36-129.B and 36-170.

B. Wastewater Discharge Permit Authority and Requirements

1. Individual Wastewater Discharge Permit issued to Significant Industrial Users (SIUs) which includes Categorical Industrial Users (CIUs). No SIU, including any CIU, shall Discharge Wastewater to the POTW without first obtaining an individual Wastewater Discharge Permit from the Pretreatment Coordinator or designee except that a SIU, including any CIU, that has filed a timely application pursuant to this Ordinance may continue to Discharge for the time period specified therein.
2. General Wastewater Discharge Permit issued to SIU and CIU. At the discretion of the Pretreatment Coordinator or designee, the COUNTY may use general Wastewater Discharge Permits to control SIU or CIU Discharges to the POTW if the following conditions are met:
 - a. Involve the same or substantially similar types of operations;
 - b. Discharge the same types of waste;
 - c. Require the same effluent limitations or BMPs;
 - d. Require the same or similar monitoring and/or reporting requirements; and
 - e. In the opinion of the Pretreatment Coordinator or designee, are more appropriately controlled under a general permit than under individual Wastewater Discharge Permits.
3. Other Wastewater Discharge Permits. The Pretreatment Coordinator or designee may require other Non-Residential Users to obtain either individual or general Wastewater Discharge Permits as necessary to carry out the purposes of this

Ordinance. The Wastewater Discharge Permit will define that holders of permits issued under this section shall not be classified as SIUs. Non-Residential Users with Wastewater Discharge Permits in this class may include, but are not limited to:

- a. Any User that has been determined to be a Non-Significant CIU as defined in Section 36-2;
- b. Any User that has been determined not to be a SIU as defined in Section 36-2 that the Pretreatment Coordinator or designee requires to be regulated by Wastewater Discharge Permit;
- c. Any User subject to National Categorical Pretreatment Standards that opts not to Discharge Pollutants shall obtain a Zero Process Wastewater Discharge Permit;
- d. Any User that is a non-Categorical Zero Process Wastewater Discharger that the Pretreatment Coordinator or designee determines shall be permitted;
- e. Non-Significant Regulated Users (NSRU) as defined below. The percentage shall be determined based on the plant to which the User Discharges rather than the total capacity of all of the COUNTY plants:
 - i.) NSRU that Discharge a process Wastewater Flow greater than or equal to one half percent (0.5%) of the POTW's design dry-weather hydraulic capacity, or five thousand (5,000) gallons per day, whichever is smaller;
 - ii.) NSRU that Discharge more than or equal to one half percent (0.5%) of the design dry-weather organic treatment capacity of the POTW;
 - iii.) NSRU that Discharge one half percent (0.5%) of the maximum allowable headworks loading for any Pollutant regulated by a Local Limit developed in accordance with Section 36-75; or
 - iv.) NSRU that intermittently Discharge any individual batch or batches that would meet the criteria in a, b, or c above when Discharged or otherwise has the potential to Discharge a Slug Load to the POTW.
- f. Non-Residential Users that have devices installed to remove oils, grease and sand;
- g. Trucked waste; and
- h. Non-Residential Users required to eliminate, or control specified Pollutants from their waste stream through the development and implementation of a BMP Plan.

4. Any violation of the terms and conditions of an individual or general Wastewater Discharge Permit shall be deemed a violation of this Ordinance and will subject the Wastewater Discharge permittee to the sanctions set out in Article 4, Part 5. Obtaining an individual or general Wastewater Discharge Permit does not relieve a permittee of its obligation to comply with all Federal and STATE Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.
5. All Non-Residential permittees are responsible for the costs associated with permitting set forth in **FIGURE D** including permit application processing fees, permit issuance fees, and consultant fees associated with the permitting, classification, and additional follow-up.
 - a. Permittees are required to cover all third party consultant fees related to permit review. The third party consultant fees will be included with the permit fees.

C. Individual and General Wastewater Discharge Permitting: Existing Connections

1. Any SIU or CIU required to obtain an individual or general Wastewater Discharge Permit who was Discharging Wastewater into the POTW prior to the effective date of this Ordinance and who wishes to continue such Discharges in the future, shall, within ninety (90) calendar days after the effective date of this Ordinance, apply to the Pretreatment Coordinator or designee for the appropriate Wastewater Discharge Permit in accordance with Section 36-129.E, and shall not cause or allow Discharges to the POTW to continue after one hundred eighty (180) calendar days of the effective date of this Ordinance except in accordance with a Wastewater Discharge Permit issued by the Pretreatment Coordinator or designee.
2. Any non-SIU or non-CIU that is required to obtain individual or general Wastewater Discharge Permits shall file an application not less than ninety (90) calendar days or within the time frame required in a notification sent by the Pretreatment Coordinator or designee.

D. Individual and General Wastewater Discharge Permitting: New Connections

1. Any SIU or CIU, who proposes to begin or recommence Discharging into the POTW must obtain an individual or general wastewater discharge permit prior to the beginning or recommencing of such Discharge. An application for this individual or general Wastewater Discharge Permit, in accordance with Section 36-129.E, must be filed at least ninety (90) calendar days prior to the date upon which any Discharge will begin or recommence pending review by the Pretreatment Coordinator or designee.
2. Any non-SIU or non-CIU who proposes to begin or recommence Discharging into the POTW that is required to obtain an individual or general Wastewater Discharge permit must obtain such permit prior to the beginning or recommencing of such

Discharge or operations in the case of a zero process Discharger, in accordance with Section 36-129.E. An application for this individual or general Wastewater Discharge Permit must be filed at least thirty (30) calendar days prior to the date upon which any Discharge or operations will begin or recommence pending review by the Pretreatment Coordinator or designee.

E. Individual and General Wastewater Discharge Permit Application Contents

1. Individual Application Requirement. All Users required to obtain an Individual Wastewater Discharge Permit or Zero Process Wastewater Discharge Permit must submit a permit application. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.
2. Individual Application Contents. The Pretreatment Coordinator or designee may require all Users to submit as part of an application all or some of the following information:
 - a. All information required by Sections 36-70.A, 36-70.C, and 36-70.D;
 - b. Identifying and contact information for the site including name and address of the facility, the name of the operator and owner as well as contact information for the Authorized Representative and daily on-site contact.
 - c. Description of Operations.
 - i.) A brief description of the nature of the activities, services, production, and plant processes on the premises. Include each product produced by type, amount, process or processes, and a general rate of production.
 - ii.) Number and type of employees, hours of operation, and proposed or actual hours of operation;
 - iii.) Type and amount of raw materials processed (average and maximum per day) including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, Discharged to the POTW;
 - d. Time and duration of Discharges with an estimate of the average daily and maximum Flow;
 - e. Waste Characteristics. Information showing the nature and concentration of the Discharge in relation to applicable Pretreatment Standards and Local Limits;
 - f. Requests for a monitoring waiver for a Pollutant regulated as a Categorical Pretreatment neither present nor expected to be present in the Discharge

based on 40 CFR Section 403.12(e)(2). Representative sampling and analysis will be required to substantiate the request;

g. Plans and Diagrams

i.) Site plans / floor plans that show the footprint of the building with an outline of major equipment similar to an emergency exit plan;

ii.) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location and elevation, and all points of Discharge; and

iii.) A diagram showing the location for monitoring the Discharge of all wastes covered by the permit.

h. Environmental Permits. A list of any environmental control permits held by or for the facility.

i. Any other information as may be deemed necessary by the Pretreatment Coordinator or designee to evaluate the Wastewater Discharge Permit application.

3. General Application Requirement. The Pretreatment Coordinator or designee may require all Users that are required to obtain a general Wastewater Discharge Permit to submit an application on a form provided by the COUNTY which is specific to the category regulated by the general Wastewater Discharge Permit. The form may require but is not limited to contact information, production processes, the types of wastes generated, and the location for monitoring all wastes if regulated by the general permit. Where the Standard will require compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Pretreatment Coordinator or designee.

4. General Application for Waste Haulers. The Pretreatment Coordinator or designee may require waste haulers that are required to obtain a Wastewater Discharge Permit to submit an application on a form provided by the COUNTY. The form may require information including but not limited to contact information, truck identification, names and addresses of sources of waste, volume and characteristics of the waste, type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

5. Categorical Monitoring Waivers

a. Authority. Pursuant to 40 CFR Section 403.12(e)(2)(v) and (vi), the COUNTY may authorize an Industrial User subject to a Categorical Pretreatment Standard to forego sampling of a Pollutant regulated by a Categorical Pretreatment Standard if the User has demonstrated through sampling and other technical factors that the Pollutant is neither present nor

expected to be present in the Discharge, or is present only at background levels from intake water and without any increase in the Pollutant due to activities of the User. This waiver is not available to Users whose concentration Standards are derived from mass Standards or production-based Standards. This authorization is subject to the following conditions:

- i.) The waiver may be authorized where a Pollutant is determined to be present solely due to Sanitary Wastewater Discharged from the facility provided that the Sanitary Wastewater is not regulated by an applicable Categorical Pretreatment Standard and otherwise includes no process Wastewater.
- ii.) The monitoring waiver is valid only for the duration of the effective period of the individual Wastewater Discharge Permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual Wastewater Discharge Permit.
- iii.) This provision does not supersede certification processes and requirements established in Categorical Pretreatment Standards, except as otherwise specified in the Categorical Pretreatment Standard.

b. Application Requirements

- i.) In making a demonstration that a Pollutant is not present, the User must provide data from at least one sampling of the facility's process Wastewater prior to any treatment present at the facility that is representative of all Wastewater from all processes.
- ii.) The request for a monitoring waiver must be signed in accordance with Section 36-129.F, and include the certification statement in Section 36-129.F.
- iii.) Non-detectable sample results may be used only as a demonstration that a Pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that Pollutant was used in the analysis.

c. Documentation and Record Retention for CIU Monitoring Waivers

Any grant of the monitoring waiver by the Pretreatment Coordinator or designee must be included as a condition in the User's permit. The reasons supporting the waiver and any information submitted by the User in its request for the waiver must be maintained by the Pretreatment Coordinator or designee for 3 years after expiration of the waiver.

F. Individual and General Application Signatories and Certification

1. All Wastewater Discharge Permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified Personnel properly gather and evaluate the information submitted. Based on my inquiry of the Person or Persons who manage the system, or those Persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".

2. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to the Pretreatment Coordinator or designee prior to or together with any reports to be signed by an Authorized Representative.

G. Individual and General Wastewater Discharge Permit Decisions

The Pretreatment Coordinator or designee will evaluate the data furnished by the User and may require additional information. Within thirty (30) calendar days of receipt of a complete Wastewater Discharge Permit application, the Pretreatment Coordinator or designee will determine whether or not to issue a Wastewater Discharge Permit. The Pretreatment Coordinator or designee may deny any application for a Wastewater Discharge Permit. If the Pretreatment Coordinator or designee fails to act within ninety (90) calendar days, a request for permit application shall be deemed to be denied.

H. Intermittent Discharges and Clean-ups

1. No person, firm or corporation shall discharge atypical waste, contaminated waters from any non-domestic source or special waste or leachate on an intermittent or one-time basis without first obtaining a connection permit and Wastewater Discharge Permit as provided in Sections 36-22 and 36-129.B, respectively. The request to Discharge and project description shall be submitted on a form provided by the COUNTY. In the event that such waste will be hauled to a discharge point designated by the COUNTY, the Discharger shall also comply with the provisions of Section 36-129.G.
2. An evaluation by the COUNTY shall be made to determine provisions necessary to prevent the introduction of Pollutants to the POTW which could:

- a. Cause injury, Interference or otherwise be incompatible with the system or the use or disposal of Biosolids;
- b. Constitute a hazard to humans, animals or the environment; and/or
- c. Cause Pass-Through of Pollutants into the receiving waters or the atmosphere.

Provisions may include site specific Discharge rates, unique standards – either concentration or mass based or both, special monitoring and/or Pretreatment requirements. The Discharge water from these special projects may be subject to one or more surcharge fees as defined in Section 36-201.A.

Sec. 36-13024. NON-RESIDENTIAL WASTEWATER DISCHARGE PERMIT CONTENTS

A Wastewater Discharge Permit shall include such conditions as are deemed reasonably necessary by the Pretreatment Coordinator or designee to prevent Pass-Through or Interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate Biosolids management and disposal, and protect against damage to the POTW.

- A. Individual and general Ppermits shall contain, as appropriate, the following:
- 1. Statement of duration (not greater than five (5) years) including issuance, effective dates, and expiration dates;
 - 2. Effluent limitations, including Best Management Practices, based on the more stringent of categorical pretreatment standards, Local Limits as established by this Ordinance, and State and local law;
 - 3. General and specific discharge prohibitions as established by Section 36-10 of this Ordinance;
 - 4. Requirements to pay fees for the wastewater to be discharged to the POTW;
 - 5. Any limitations on the average, maximum rate, or time of discharge, or requirements for flow regulation and equalization;
 - 6. Requirements for installation and maintenance of inspection and sampling facilities; and equipment;
 - 7. Requirements and specifications for monitoring programs including sampling locations, frequency of sampling and analyses analysis for all regulated parameters, and any applicable reporting schedule;
 - 8. Compliance schedules; - such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law;

9. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of Pollutants or BMPs to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law;

109. Requirements for submission of:

- a. **Self-Monitoring Reports** at the frequency specified in the permit and which contain all required analyses specified in the permit.
- b. **Periodic Compliance Reports** by the due dates specified in the permits and which contain all analyses on local limit parameters and other regulated parameters not listed in the local limits but which are regulated in the permit. -This report shall also contain a certification statement whereby the Industrial User attests to the fact that all the permit required procedures for analysis, sampling, and chain of custody are followed; See Section 36-1239 ~~(F)~~ for details on the content and applicability of this report.
- c. **Analytical and Chain of Custody Reports** associated with any required self-monitoring;
- d. **Compliance Schedule Status Reports:** -for use when compliance schedules have been incorporated into permits. -This report is to be filed for each increment of progress in the schedule, including the final completion of the project;
- e. **Non-Compliance Report:** -for use when the Industrial User violates any permit or Ordinance ~~ordinance~~ condition. See Section 36-~~126 D.138.A.1~~ for the information to be included in these reports and sections for the applicability of this report.
- f. **Final Status Report:** -for reporting final compliance with categorical pretreatment standards for new and existing sources. -See Section 36-~~123 E137.B.3~~ for the details on the content and use of this report; and
- g. **Change of Discharge Notice:** for use by the Industrial User to file notice with the COUNTY of the Industrial User's intention to change the nature of its discharge by the introduction of any new chemicals or substantial changes in flow.

1011. Requirements for collecting, retaining, and providing access to plant records relating to the Industrial User's discharge, the removal of hazardous wastes, and for providing entry for sampling and inspection;

112. Requirements for notification of any introduction of new wastewater constituents or any substantial change in the volume or character of any wastewater pretreatment system;

13. Requirements to control Accidental Spills and Slug Discharges, if determined by the Pretreatment Coordinator or designee to be necessary;
 - ~~14.~~ Requirements for notification of spills or other problems which may have an adverse impact on the POTW, including slug loadings, upsets, or violations;
 - ~~15.~~ Requirements for installation, operation, and maintenance of pollution control equipment;
 - ~~16.~~ Requirements to develop and implement spill and slug control plans;
 - ~~17.~~ Other conditions, as deemed appropriate by the COUNTY, to ensure compliance with this Ordinance, STATE and Federal ~~federal~~-pretreatment standards and requirements;
 - ~~18.~~ Statement by reference to main Ordinance in permit of applicable civil and criminal penalties for violation of pretreatment standards and requirements;
 - ~~19.~~ Statement of non-transferability; ~~and without prior notification to the COUNTY in accordance with Section 36-130.H, and provisions for furnishing the new owner or operator with a copy of the existing Wastewater Discharge Permit; and~~
 - ~~20.~~ Conditions for modification or revocation of permit.
- B. An individual Wastewater Discharge Permit may contain the process for seeking a waiver from monitoring for a Pollutant neither present nor expected to be present in the Discharge in accordance with Section 36-129.E.5. Any grant of the monitoring waiver by the Pretreatment Coordinator or designee shall be included as a condition of the User's permit.
- C. Individual and General Wastewater Discharge Permits may contain, but need not be limited to, the following conditions:
1. Requirements for the installation of Pretreatment technology, pollution control, or construction of appropriate containment devices, designed to equalize, reduce, eliminate, or prevent the introduction of Pollutants into the POTW;
 2. Requirements that allow the use of Bypass of the Pretreatment system conditions consistent with 40 CFR Section 403.17 and Section 36-154.E;
 3. Requirements for the development and implementation of Accidental Discharge & Slug Control Plan or other special conditions, including management practices necessary to adequately prevent accidental, unanticipated, or non-routine Discharges;
 4. Development and implementation of waste minimization plans to reduce the amount of Pollutants Discharged to the POTW;

5. Development and implementation of BMP Plans to reduce the amount of Pollutants Discharged to the POTW if the categorical standards do not already require the implementation of a BMP Plan;
6. The unit charge and/or schedule of Surcharge fees for the management of the Wastewater Discharged to the POTW;
7. Requirements for the zero Discharge of process waste regulated by a National Categorical Pretreatment Standard or local Standard;
8. Documentation of any monitoring waiver approved by the Pretreatment Coordinator or designee for categorically regulated Pollutants found to be not present and requirements to re-institute monitoring in the event that a waived Pollutant is found to be present or is expected to be present because of changes that occur in the User's operations;
9. A statement that compliance with the Wastewater Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable Federal and STATE Pretreatment Standards, including those which become effective during the term of the Wastewater Discharge Permit; and
10. Other conditions as deemed appropriate by the Pretreatment Coordinator or designee to ensure compliance with this Ordinance, and State and Federal laws, rules, and regulations.

BD. Non-Residential Wastewater Discharge Permit Duration Permits shall be issued for a specified time period, not to exceed five (5) years. An individual or general Wastewater Discharge Permit may be issued for a period less than five (5) years at the discretion of the Pretreatment Coordinator or designee. Each individual or general Wastewater Discharge Permit will indicate a specific date upon which it will expire. The Industrial User shall apply for permit re-issuance at least thirty (30) days prior to the expiration of the Industrial User's existing permit.

The Pretreatment Coordinator or designee may extend a permit with a duration of less than five (5) years to a maximum duration of five (5) years upon written notification.

CE. ~~Non-Residential~~Individual and General Wastewater Discharge Permit Modifications Due to Amendments to the Federal, State, or Local Regulations.

Subsequent to any amendments to the applicable Federal ~~Standards~~standards, the individual or general Non-Residential Wastewater Discharge Permit (NWDP) of Industrial Users shall be modified as soon as practical thereafter, however, no later than ninety (90) days from the date the Standards were amended. Such permit modifications shall be made to require compliance with said Standards within the time frame prescribed.

F. Individual and General Wastewater Discharge Permit Appeals

The Pretreatment Coordinator or designee shall provide public notice of the issuance of an individual or general Wastewater Discharge Permit. Any Person, including the User, may petition the Pretreatment Coordinator or designee to reconsider the terms of a Wastewater Discharge Permit within thirty (30) calendar days of notice of its issuance. The following conditions apply to Wastewater Discharge Permit appeals:

1. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
2. In its petition, the appealing party must indicate the Wastewater Discharge Permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the Wastewater Discharge Permit.
3. The requirements of the Wastewater Discharge Permit shall remain effective pending the appeal.
4. If the Pretreatment Coordinator or designee fails to act to issue, rescind, or modify the appealed Wastewater Discharge Permit within thirty (30) calendar days, the request for reconsideration shall be deemed to have been denied. Decisions not to reconsider a Wastewater Discharge Permit, not to issue a Wastewater Discharge Permit, or not to modify a Wastewater Discharge Permit shall be considered final administrative actions for purposes of judicial review.
5. Aggrieved parties seeking judicial review of the final administrative Wastewater Discharge Permit decision must do so by filing a complaint in the 18th Judicial Circuit Court for DuPage County within sixty (60) calendar days.

G. Individual and General Wastewater Discharge Permit Modification

1. The Pretreatment Coordinator or designee may modify an individual Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons:
 - a. To incorporate any new or revised Federal, STATE or local Pretreatment Standards or Requirements;
 - b. To address substantial alterations or additions to the User's operation, processes, or Wastewater volume or character since the time of Wastewater Discharge Permit issuance;
 - c. To address introduction of a Pollutant for which a monitoring waiver had been obtained;
 - d. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized Discharge;
 - e. Information indicating that the permitted Discharge poses a threat to the COUNTY's POTW, COUNTY Personnel, or the receiving waters;

- f. Violation of any terms or condition of the Wastewater Discharge Permit;
 - g. Misrepresentations or failure to fully disclose all relevant facts in the Wastewater Discharge Permit application or in any required reporting;
 - h. Revision of or a grant of variance from Categorical Pretreatment Standards pursuant to 40 CFR Section 403.13;
 - i. To correct typographical or other errors in the Wastewater Discharge Permit;
 - j. To reflect a transfer of either the facility ownership or operation to either a new owner or operator as provided by Section 36-130.H; or
 - k. To reflect the issuance of a monitoring waiver.
2. The Pretreatment Coordinator or designee may modify a general Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons:
- a. To incorporate any new or revised Federal, STATE, or local Pretreatment Standards or Requirements;
 - b. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized Discharge;
 - c. To correct typographical or other errors in the Wastewater Discharge Permit; or
 - d. To reflect a transfer of either the facility ownership or operation to either a new owner or operator as provided by Section 36-130.H.

~~DH.~~ **Individual and General Non-Residential Wastewater Discharge Permit Transfer**
~~NWDPs are issued to a specific process or operation to a specific owner/operator at a specific location. NWDP shall not be reassigned or transferred or sold.~~

Wastewater Discharge Permits shall not be transferred, assigned, or sold to a new owner or new User in different premises or to a new or different operation in the same or different premises without the prior expressed written approval of the COUNTY. If the premises is sold or otherwise transferred by the permittee to a new owner who will maintain the same operation in the same premises, then, whether or not the seller will continue to operate the equipment or the equipment is leased to another entity for its operation at the site of the original permittee, the permit held by the seller and/or owner shall only be reissued by the COUNTY to the new owner and/or operator as a temporary permit, provided that:

- 1. The new owner and/or operator notified the COUNTY thirty (30) calendar days in advance of the transaction, and

2. The new owner and/or operator confirmed to the COUNTY, within five (5) working days of the transaction, of completion of the date of sale or execution of an operating contract, and
3. The new owner and/or operator shall apply for a new permit within ninety (90) calendar days.

Failure to provide the sale/transfer notification defined in subsection 1 and 2 above shall render the Wastewater Discharge Permit void as of said sale and/or transfer date. It is further provided that the temporary permit shall only be effective for one hundred eighty (180) calendar days after the date of sale or transfer. The COUNTY shall have the same remedies for violation of temporary permits as it has for violation of other Wastewater Discharge Permits.

I. Individual and General Wastewater Discharge Permit Re-issuance

A minimum of ninety (90) calendar days prior to the expiration of the User's existing Wastewater Discharge Permit, Aa User with an expiring Wastewater Discharge Permit shall apply for Wastewater Discharge Permit re-issuance by submitting a complete Wastewater Discharge Permit application; in accordance with Section 36-129.E.

J. Regulation of Waste Received from Other Jurisdictions

1. Reserved

~~E. Requirements for regulation of Total Toxic Organics (TTO's).~~

- ~~1. Requirements for a Total Toxic Organics Management Plan. The County may require an Industrial User to submit a Total Toxic Organics Management Plan and/or certification statement that no TTO's are used or discharged (see Section 36-123i)~~
- ~~2. Regulation of Toxic Organic Substances.~~
 - ~~a. Categorical Industrial Users shall be regulated for Total Toxic Organics as they are defined within the applicable Federal Categorical Regulation (see Section 36-77) unless the County chooses to regulate TTO's more stringently.~~
 - ~~b. Non-categorical Industrial Users will be regulated for Toxic Organic Substances on an as needed basis. Any discharge of toxic organic substances is prohibited unless the Industrial User submits a Total Toxic Organics Management Plan and the County issues a permit with specific substances listed or referenced in the permit and specific concentrations which cannot be exceeded.~~

Sec. 36-131 through Sec 36-136. RESERVED

ARTICLE 4: INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM

PART 4. REPORTING REQUIREMENTS

Sec. 36-137. GENERAL REPORTING REQUIREMENTS

Each User of the POTW and facilities of the COUNTY shall provide reports as necessary to comply with this ordinance and any Wastewater Discharge Permit. Reporting requirements may apply to Users that are not required to obtain a Wastewater Discharge Permit.

A. Pretreatment Requirements for Non-Residential Users

Should the COUNTY find that a Non-Residential User does not meet Pretreatment Standards and Requirements applicable to its Discharge, causes or contributes to a Potential Problem at the POTW, or when analysis of waste or observation of the effect of such wastes on the POTW indicate that said wastes cannot be treated satisfactorily at such POTW; or that said wastes are injurious to the POTW; or to the treatment processes, or that said wastes pollute the natural waters within the COUNTY, its service areas or the Waters of the State of Illinois, additional Pretreatment and/or O&M will be required by the COUNTY to meet Pretreatment Standards and Requirements. Such facilities as the COUNTY may deem necessary for Pretreatment of the wastes shall be furnished by and at the expense of the User as a condition of the Discharge of said wastes into the POTW or to any natural water within the COUNTY service area.

1. Pretreatment Review: The Pretreatment Coordinator or designee will require the User to initiate a Pretreatment review through a telephone call, letter, or certified letter to the Authorized Representative of the User.
2. Pretreatment Initiation Meeting. A Pretreatment Initiation Meeting will be held between the Pretreatment Coordinator or designee and the User to discuss the problem and the solution to said problem. If it is determined that changes in operation and maintenance, plant modifications, and/or the installation of Pretreatment equipment shall occur to resolve noncompliance, a schedule shall be established with events and completion deadlines reasonably agreeable to both parties to timely resolve the noncompliance. If appropriate, a Compliance Agreement defining the agreed upon schedule will be sent by the COUNTY to the User shortly after the meeting. If a schedule for compliance acceptable to the Pretreatment Coordinator or designee cannot be established, the matter will be referred for further enforcement action consistent with the provisions of Section 36-156 as appropriate.
3. Progress Reports. Progress Reports shall be filed, by the User on a schedule agreed to by the Pretreatment Coordinator or designee and the User, concerning the completion of major events leading to the construction and operation of additional Pretreatment required for the User to meet the applicable Pretreatment Standards (such events may include, but are not limited to: hiring an engineer, completing

preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation). The Progress Report shall identify whether or not the User has complied with the increment(s) of progress, the reason(s) for any delay, if any, and if appropriate, the steps being taken by the User to return to the established schedule.

4. Final Report. The User shall file a Final Report with the Pretreatment Coordinator or designee within ninety (90) calendar days from the end of the schedule deadline to verify the success or failure of the schedule and objective(s) outlined by the Compliance Schedule and/or Agreement. If appropriate, the Final Report will identify the steps being taken by the User to resolve any delays and/or noncompliance.

B. Additional Pretreatment Requirements for Categorical Industrial Users

In the event that either the COUNTY, EPA or a User determines that the User is regulated as a CIU by Standards and requirements promulgated by the USEPA in accordance with Section 307 (b) and (c) of the Act, the following reports are required to be filed by the User with both the COUNTY and USEPA.

1. Baseline Monitoring Reports

Within either one hundred eighty (180) calendar days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR Section 403.6(a)(4), whichever is later, existing CIUs currently Discharging to or scheduled to Discharge to the POTW shall submit to the Pretreatment Coordinator or designee a report which contains the information listed below. At least ninety (90) calendar days prior to commencement of their Discharge, New Sources, and sources that become CIUs subsequent to the promulgation of an applicable Categorical Standard, shall submit to the Pretreatment Coordinator or designee a report which contains the information listed below. A New Source shall report the method of Pretreatment it intends to use to meet applicable Categorical Standards. A New Source also shall give estimates of its anticipated Flow and quantity of Pollutants to be Discharged.

Users described above shall submit the information set forth below:

- a. Identifying Information. The name and address of the facility, including the name of the operator and owner.
- b. Environmental Permits. A list of any environmental control permits held by or for the facility.
- c. Description of Operations. A brief description of the nature, average rate of production, (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of

the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of Discharge to the POTW from the regulated processes.

- d. Flow Measurement. Information showing the measured average daily and maximum daily Flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the Combined Waste Stream Formula set out in 40 CFR Section 403.6(e).
- e. Measurements of Pollutants.
 - i.) The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources;
 - ii.) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Pretreatment Coordinator or designee, of regulated Pollutants in the Discharge from each regulated process. Instantaneous, Daily Maximum and long-term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations. In cases where the Standard requires a BMP or pollution prevention alternative, the User shall submit documentation, as required by the Pretreatment Coordinator or designee or the applicable Standards, to determine compliance with the requirements and/or Standards;
 - iii.) The User shall take a minimum of one (1) representative sample to complete that data necessary to comply with the requirements of this paragraph. A minimum of four (4) Grab Samples are required for pH, cyanide, total phenols, Oil and Grease, sulfide, and volatile organic compounds;
 - iv.) Samples should be taken immediately downstream from Pretreatment facilities if such exist or immediately downstream from the regulated process if no Pretreatment exists. If other Wastewaters are mixed with the regulated Wastewater prior to Pretreatment the User should measure the Flows and concentrations necessary to allow the use of the Combined Waste stream Formula of 40 CFR Section 403.6(e) in order to evaluate compliance with Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR Section 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;

- v.) Sampling must be performed in accordance with procedures set out in Section 36-120.B and shall be analyzed in accordance with procedures set out in Section 36-120.C;
- vi.) The Pretreatment Coordinator or designee may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial Pretreatment measures; and
- vii.) The baseline report shall indicate the time, date and place, of sampling, and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected Pollutant Discharges to the COUNTY.
- f. Compliance Certification. A statement, reviewed by the User's Authorized Representative of the User (as defined in Section 36-2), and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and if not, whether additional operation and maintenance (O&M) and/or additional Pretreatment is required for the User to meet the Pretreatment Standards and Requirements.
- g. Compliance Schedule. If additional Pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User is able to provide such additional Pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 36-137.B.2.
- h. Signature and Report Certification. All baseline monitoring reports must be signed and certified in accordance with Section 36-129.F.

2. Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 36-130.A.10:

- a. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional Pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- b. No increment referred to above shall exceed nine (9) calendar months;

- c. The User shall submit a progress report to the Pretreatment Coordinator or designee no later than fourteen (14) calendar days following each progress increment in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment(s) of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule;
- d. In no event shall more than nine (9) calendar months elapse between such progress reports to the Pretreatment Coordinator or designee; and
- e. All compliance schedule progress reports must be signed and certified in accordance with Section 36-129.F.

3. Reports On Compliance With Categorical Pretreatment Standard Deadline

Within ninety (90) calendar days following the date for final compliance with applicable Categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of Wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Pretreatment Coordinator or designee a report containing the information described in Section 36-137.B.1. For Users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR Section 403.6(c) and Section 36-73, this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to Categorical Pretreatment Standards expressed in terms of allowable Pollutant Discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 36-129.F.

Sec. 36-125. INDUSTRIAL INSPECTIONS

~~The COUNTY shall conduct, at least once per year, complete inspections of facilities of Categorical and Significant Industrial Users pursuant to 40 CFR Part 403 or any revision thereto. The COUNTY reserves the right to perform at least annual inspections of other industrial facilities not so classified. The COUNTY may use an INDUSTRIAL USER'S INSPECTION CHECKLIST FORM. It shall be the responsibility of the COUNTY to arrange for the inspection of the facility, to obtain information on the process(es) conducted on the premises, the handling and storage of any hazardous chemicals, and the flow diagrams of all process flows, to assure that the records of the COUNTY are up to date and accurate. The COUNTY reserves the right to take photographs at said facilities as part of the inspection process.~~

Sec. 36-138. PERIODIC COMPLIANCE REPORTS / SELF-MONITORING REPORTS

A. SIGNIFICANT NON-CATEGORICAL INDUSTRIAL USERS.

1. Significant Non-Categorical Industrial Users shall, at a frequency determined by the Pretreatment Coordinator or designee but in no case less than twice per year (on dates specified by the COUNTY) submit a report to the COUNTY with a description of the nature and concentration of Pollutants in the Discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily Flows for the reporting period.
2. These reports shall be based on sampling and analysis performed in the period covered by the report, which shall be performed in accordance with the techniques described in 40 CFR Part 136 and amendments thereto. All Wastewater samples must be representative of the User's Discharge and comply with the requirements of Sections 36-120.B and 36-120.C.
3. All sampling and analysis may be performed by the COUNTY in lieu of Significant Non-Categorical Industrial User. In such cases, the COUNTY will issue an Attachment to the Wastewater Discharge Permit that specifies the COUNTY will perform sampling and analysis semi-annually at minimum.
4. In cases where the Pretreatment Standard requires compliance with a BMP or pollution prevention alternative, the User must submit documentation required by the Pretreatment Coordinator or designee or the Pretreatment Standard necessary to determine the compliance status of the User.
5. Where the COUNTY itself collects all the information required for the report, the Significant Non-Categorical Industrial User will not be required to submit the report.

B. Categorical Industrial Users

1. All Industrial Users subject to categorical Pretreatment Standard (CIU) shall, at a frequency determined by the Pretreatment Coordinator or designee but in no case less than twice per year on dates specified by the COUNTY (normally in July and January), submit a report (a “periodic compliance report”) indicating the nature and concentration of Pollutants in the Discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily Flows for the reporting period. At the discretion of the COUNTY, and in consideration of such factors as local high or low Flow rates, holidays, budget cycles, etc., the COUNTY may agree to alter the months during which the above reports are to be submitted. All periodic compliance reports must be signed and certified in accordance with Section 36-129.F.
2. Periodic compliance reports shall be based on sampling and analysis performed in the period covered by the report, and performed in accordance with the techniques described in 40 CFR Part 136 and amendments thereto. All Wastewater samples must be representative of the User's Discharge and comply with the requirements of Sections 36-120.B and 36-120.C.

3. Periodic compliance sampling and analysis may be performed by the COUNTY in lieu of CIU. In such cases, the COUNTY will issue an attachment to the Wastewater Discharge Permit that specifies the COUNTY will perform sampling and analysis semi-annually at minimum.
4. If a User subject to the reporting requirement in this section monitors any Pollutant more frequently than required by the Pretreatment Coordinator or designee, using the procedures prescribed in Sections 36-120.B and 36-120.C, the results of this monitoring shall be included in the report.
5. Where the COUNTY has imposed mass limitations on Users as provided for by 40 CFR Section 403.6(c), the periodic compliance report shall indicate the mass of Pollutants regulated by the Pretreatment Standards in the Discharge from the Industrial User.
6. For Users subject to equivalent mass or concentration limits established by the COUNTY in accordance with the procedures in Section 36-73, the periodic compliance report shall contain a reasonable measure of the User's long term production rate. For all other Users subject to Categorical Pretreatment Standards expressed only in terms of allowable Pollutant Discharge per unit of production (or other measure of operation), the report shall include the User's actual average production rate for the reporting period.
7. In cases where the Pretreatment Standard requires compliance with a BMP or pollution prevention alternative, the User must submit documentation required by the Pretreatment Coordinator or designee or the Pretreatment Standard necessary to determine the compliance status of the User.
8. Upon approval of a monitoring waiver for Pollutants found to be not present and revision of the User's permit by the Pretreatment Coordinator or designee, the User must certify each periodic compliance report with a statement, pursuant to Section 36-129.F, that there has been no increase in the Pollutant in its waste stream due to activities of the User, such as the following statement:

“Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ (specify applicable National Categorical Pretreatment Standard part(s)), I certify that, to the best of my knowledge and belief, there has been no increase in the level of the _____ (list the categorically regulated pollutant(s)) in the wastewaters due to the activities at the facility since filing of the last periodic report.”
9. In the event that a waived Pollutant is found to be present or is expected to be present because of changes that occur in the User's operations, the User must immediately comply with the monitoring requirements of paragraph B.1 of this section or other more frequent monitoring requirements imposed by the Pretreatment Coordinator or designee and notify the Pretreatment Coordinator or designee.

C. Non-Significant Categorical Users

1. Non -Significant Categorical Industrial Users as defined in Section 36-2 shall, at a frequency determined by the Pretreatment Coordinator or designee, but no less frequently than annually (on dates specified by the COUNTY), submit a report which contains the certification statement contained in Section 36-138.C. 2. below, signed by an Authorized Representative of the User.

2. Certification Statement.

“Based on my inquiry of the person or persons directly responsible for managing compliance with the Categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ (months, days, year):

a) The facility described as _____ (facility name) met the definition of a Non-Significant Categorical Industrial User as described by Section 36-2;

b) The facility complied with all applicable Pretreatment Standards and Requirements during this reporting period; and

c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information:

_____.”

D. Other Non-Significant Regulated Users

1. Categorical Zero Process Dischargers, Non-Categorical Zero Process Dischargers, Batch Dischargers, Food Service Establishments and any firms regulated by individual or general permit requirements including but not limited to BMPs shall, at a frequency determined by the Pretreatment Coordinator or designee, submit a periodic report at a frequency defined in their Wastewater Discharge Permit.

2. The reports may require sampling and analyses or some other measure to determine compliance with permit Pretreatment Standards and Requirements. The User must submit documentation, including BMP documentation necessary to determine the compliance status of User, as defined by the Pretreatment Coordinator or designee and identified in the Wastewater Discharge Permit.

A copy of the cleaning log may be required to be submitted to the COUNTY by a date specified in a request issued by the Pretreatment Coordinator or designee.

Sec. 36-126. EMERGENCY NOTIFICATION PROCEDURE

~~The Industrial User shall permanently post a notice in a prominent place advising all employees to call (630) 985-7400, (or other number designated in the Non-Residential Wastewater Discharge Permit held by the Industrial User), in the event of a dangerous discharge for which notification is required. Employers shall advise all employees of the emergency notification procedure.~~

Sec. 36-139. REPORTS FROM NON-PERMITTED USERS

All Users not required to obtain a Wastewater Discharge Permit shall provide appropriate reports to the Pretreatment Coordinator or designee as required. These reports include but are not limited to surveys of business activities, water usage, Wastes Discharged, spill and Slug Loading potential, Pretreatment equipment, waste hauling, and facility layout.

Sec. 36-140. AUTHORIZED REPRESENTATIVE CHANGE NOTIFICATION

Any SIU that changes the Authorized Representative of its company as defined in Section 36-2 shall file a change notice with the COUNTY within thirty (30) calendar days.

Sec. 36-141. REPORTS OF CHANGED CONDITIONS

Each User must notify the Pretreatment Coordinator or designee of any planned substantial changes to the User's operations or system which might alter the nature, quality, or volume of its Wastewater at least thirty (30) calendar days before the change. For changes involving immediate shutdowns or deletions of products, such changes are required to be noticed to the Superintendent or designee within five (5) working days of determination.

- A. The Pretreatment Coordinator or designee may require the User to submit such information as may be deemed necessary to evaluate the changed condition(s), including the submission of a Wastewater Discharge Permit application under Section 36-129.E.
- B. The Pretreatment Coordinator or designee may issue or modify an existing individual or general Wastewater Discharge Permit under Sections 36-130 in response to changed conditions or anticipated changed conditions.
- C. For purposes of this requirement, substantial changes include, but are not limited to, Flow increases of twenty percent (20%) or greater, the addition or deletion of a shift, the Discharge of any previously unreported Pollutants including changes to the listed or characteristic hazardous wastes for which the User has submitted initial notification under Section 36-144, introduction of a Pollutant for which a monitoring waiver had been obtained, the addition of a new process regardless of waste Discharge or lack of Discharge, shutdown of a process, or addition or deletion of a product.
- D. SIUs and CIUs are required to notify the Pretreatment Coordinator or designee immediately of any changes at its facility affecting the potential for a Slug Discharge.

Sec. 36-142. REPORTS OF POTENTIAL PROBLEMS

- A. Initial Notification. In the case of any Discharge or incident that may cause potential problems for the POTW, including but not limited to accidental Discharges, Discharges of a non-routine, episodic nature, a non-customary batch Discharge, or a Slug Load, the User shall immediately telephone (within fifteen (15) minutes), and notify the Pretreatment Coordinator or designee of the Discharge or incident. If this notification cannot be made to the POTW staff during routine business hours, the User shall notify the COUNTY Police Department. This notification shall include the name of the caller, location of the Discharge/incident, physical state of Discharge, the chemical composition, concentration and volume, if known, and date and time of Discharge, as well as duration of the Discharge/incident, and corrective actions taken by the User. The notification shall include which Federal, State, and local entities have also been notified by the User. Nothing contained in this section shall relieve the User of its responsibility to make all such notifications, to all such entities, as User is otherwise required to by law.
- B. The User shall control production of all Discharges to the extent necessary to maintain compliance with all applicable regulations upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement includes but is not limited to where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.
- C. Written Notification: Within fifteen (15) calendar days following such Discharge or incident, the User shall, unless expressly waived by the Pretreatment Coordinator or designee, submit a detailed written report describing the cause(s) of the Discharge and the measures to be taken by the User to prevent similar future occurrences.
- D. Such notifications shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to Person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.
- E. A Notice/Sign shall be permanently posted on the User's bulletin board or other prominent place advising employees, in English and the language of common use, whom to call in the event of a Discharge or incident described in paragraph A, above. Employers shall ensure, through specific documentation, that all employees who may cause such a Discharge or incident to occur are advised of the emergency notification procedure.

Sec. 36-143. NOTICE OF VIOLATION/REPEAT SAMPLING AND REPORTING

If sampling performed by a User indicates a violation, the User must notify the Pretreatment Coordinator or designee within twenty-four (24) hours of becoming aware of the sampling result. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Pretreatment Coordinator or designee within thirty (30) calendar days. The User is not required to resample if the Pretreatment Coordinator or designee monitors at the User's facility at least once a month, or if the Pretreatment Coordinator or designee samples between the User's initial sampling and when the User receives the results of this sampling. If the COUNTY

performed the sampling and analysis in lieu of the User, the COUNTY will perform the repeat sampling and analysis unless it notifies the User of the violation and requires the User to perform the repeat sampling and analysis.

Sec. 36-144. EMERGENCY NOTIFICATION OF THE DISCHARGE OF HAZARDOUS WASTE PROCEDURE

- A. Pursuant to 40 CFR Section 403.12 (p), any User who commences the Discharge of hazardous waste shall notify the POTW, the USEPA Regional Waste Management Division Director, and STATE hazardous waste authorities, in writing, of any Discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include information identifying the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of Discharge (continuous, batch, or other). If the User Discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream Discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be Discharged during the following twelve (12) months. All notifications must take place no later than one hundred eighty (180) calendar days after the Discharge commences. Any notification under this paragraph shall be submitted only once for each hazardous waste Discharged. However, notifications of changed conditions must be submitted under Section 36-141. The notification requirement in this section does not apply to Pollutants already reported by Users subject to Categorical Pretreatment Standards under the self-monitoring requirements of Section 36-137.B.
- B. Dischargers are exempt from the requirements of paragraph A, above, during a calendar month in which they Discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR Sections 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR Sections 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User Discharges more than such quantities of any hazardous waste do not require additional notification.
- C. In the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Pretreatment Coordinator or designee, the USEPA Regional Waste Management Waste Division Director, and STATE hazardous waste authorities of the Discharge of such substance within ninety (90) calendar days of the effective date of such additional regulations.
- D. In the case of any notification made under this section, the User shall certify that, to the extent economically practical, it has a program in place to reduce the volume and toxicity of hazardous wastes generated.

E. This provision does not create a right to Discharge any substance not otherwise permitted to be Discharged by this Ordinance, a permit issued thereunder, or any applicable Federal or State law.

Sec. 36-145. REPORT SUBMITTAL DUE DATES

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern. In order to meet deadlines, reports may be faxed or emailed on the due date to the COUNTY. The original of the Fax or email is required to be mailed to the COUNTY postmarked within one (1) working day of the transmission.

Sec. 36-~~127~~.146. IDENTIFICATION OF DISCHARGE

In accordance with Article 17 of this Ordinance, **The Powers and Authority of Inspectors**, the Industrial User shall assist the COUNTY in its efforts to locate and identify all discharges into the wastewater treatment system, which are in violation of this Ordinance.

The COUNTY reserves the right to take photographs at the Industrial User's facility as part of the COUNTY'S inspection process to document non-compliance. -All such photographs shall remain confidential upon request of the User.

Sec. 36-~~128~~.147. RECORD KEEPING PROCEDURES

The COUNTY, and all Industrial Users subject to the reporting requirements of this Ordinance shall ~~maintain~~ retain, and make available for inspection and copying, all records of ~~all~~ information ~~resulting from~~ obtained pursuant to any monitoring activities required by ~~40 CFR Part 403.12 or this Ordinance and~~ any ~~revision thereto~~ additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, as well as documentation associated with BMPs established under Section 36-130. Record keeping requirements shall include:

- A. Records for all samples including:
 - 1. Date, time, exact place, ~~and~~ method, and time of sampling;
 - 2. ~~Names~~ Name(s) of person(s) taking samples;
 - 3. Dates analyses were performed;
 - 4. ~~Names~~ Name(s) of person(s) performing the analyses;
 - 5. The analytical techniques, procedures, and methods used; and
 - 6. The results of such analyses.
- B. The COUNTY and Industrial User shall keep records for a minimum of three (3) years.

C. All records shall be made available for inspection and copying by the ~~Superintendent~~Pretreatment Coordinator or designee, the IEPA, or the Regional Administrator. The period during which records must be retained shall be extended during the course of any unresolved litigation regarding the Industrial User or COUNTY or when requested by the ~~Superintendent~~Pretreatment Coordinator or designee, the IEPA, or the Regional Administrator, and as otherwise required by applicable law.

D. The COUNTY will maintain documentation of any monitoring waiver issued per Section 36-129.E.5 for a period of three (3) years after the expiration of the waiver. The documentation will include the reasons supporting the waiver and any information submitted by the User in its request for the waiver.

~~**Sec. 36-129. FALSIFYING INFORMATION**~~

~~Any Industrial User, who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other document filed or required to be maintained pursuant to this Ordinance or any permits issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall be guilty of a petty offense punishable by a fine not to exceed one thousand dollars (\$1,000.00) or other remedy available at law or in equity (pursuant to authority granted at 55 ILCS 5/5-1113 and 5/5-15001, et seq.).~~

~~In case any Industrial User, or anyone acting on behalf of the Industrial User, is in violation of this Ordinance, the proper authorities of the COUNTY, may in addition to other remedies, institute any appropriate action or proceedings in equity to prevent or abate such violation and to further prevent any illegal act.~~

~~**Sec. 36-130. PROHIBITION OF DILUTION**~~

~~Dilution may not be used as a partial or complete substitute for adequate pretreatment in order to achieve compliance. Industries using or attempting to use dilution to achieve discharge limits may be put on mass-based discharge limits instead of concentration limits.~~

~~**Sec. 36-148 through Sec. 36-153. RESERVED**~~

ARTICLE 4: INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM

PART 5. ENFORCEMENT

Specific enforcement response actions are outlined in the DuPage County Enforcement Response Plan (Guidance Document) available from the DuPage County Department of Public Works, 7900 South Route 53, Woodridge, Illinois 60517, phone (630) 985-7400.

Sec. 36-~~131~~154. VIOLATION OF PRETREATMENT STANDARDS

- A. Violations of any Pretreatment Standards or the requirements and provisions of the DuPage County Water/Wastewater Use Ordinance are expressly prohibited. ~~-Any such violations shall be subject to enforcement actions, fines, and penalties as specified in **Part 3 of this Article**.~~this section.
- B. The National Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N, parts 405-471, are hereby incorporated into this Ordinance by reference, and all Industrial Users as defined herein, shall be subject to said Standards. ~~-See Section 36-12430 (C).~~E for permit modification.
- C. The COUNTY shall notify all known affected Industrial Users of the applicable reporting requirements under 40 CFR ~~Part~~part 403.12 or any revision thereto.
- D. An Industrial User found to be in significant non-compliance or non-compliance shall be deemed "in compliance" subsequent to the determination of non-compliance, when three (3) or more samples taken over a ninety (90) day period (or as otherwise determined by the COUNTY) demonstrate that the Industrial User is in compliance with the applicable Federal, STATE and local pretreatment standards.
- E. ***Bypass-***
 - 1. For the purposes of this section,
 - a. "Bypass" means the intentional diversion of waste streams from any portion of a User's treatment or Pretreatment facility.
 - b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a Bypass. Severe property damage does not mean economic loss caused by delays in production.
 - ~~1.2.~~ 2. Bypass not violating applicable pretreatment standards or requirements. ~~- An Industrial User may allow any bypass to occur which does not violate Pretreatment Standards or requirements, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to ~~paragraphs 2~~paragraphs 3. and 34. below.~~

23. Notice

- a. If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the COUNTY, if possible, at least seven (7) working days before the date of the bypass.
- b. An Industrial User shall verbally notify the COUNTY of an unanticipated bypass that exceeds applicable Pretreatment Standards or requirements, within **twenty-four (24)** hours of becoming aware of the bypass. A written submission shall also be provided within five (5) working days of becoming aware of the bypass. The written submission shall contain ~~a description of:~~
 - i.) a description of the bypass and its cause;
 - ii.) the duration of the bypass;
 - iii.) the exact times and dates of bypass;
 - iv.) if the bypass has not been corrected, the anticipated time it is expected to continue; and
 - v.) the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

34. Prohibition of bypass:

- a. Bypass is prohibited, and the COUNTY may take enforcement action against an Industrial User for a bypass. A User may be excused from enforcement where, unless:
 - i.) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;:
 - ii.) There are no feasible alternatives to bypass, such as use of auxiliary treatment facilities, retention of wastes, or maintenance during normal periods of equipment downtime. ~~–This condition is not satisfied if adequate back-up equipment should have been installed to prevent bypass which occurred during normal periods of equipment downtime or preventive maintenance;~~ and
 - iii.) The Industrial User submitted notices as required by paragraph E.23. of this section.
- b. The COUNTY may approve an anticipated bypass, after considering its adverse effects, if the COUNTY determines that it will meet the three **(3)** conditions listed in paragraph ~~34.~~34.a. of this section.

F. Upset Provisions.

~~1. **Definition.** For the purposes of this section, "Upset" means an exceptional incident in which there is unintentional and temporary non-compliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the Industrial User. An Upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.~~

1. **Definition.** The definition of "upset" is provided in Section 36-2.

2. **Effect of an Upset.** -An Upset shall constitute an affirmative defense to an action brought for non-compliance with Categorical Pretreatment Standards if the requirements of paragraph 3. are met.

3. **Conditions necessary for demonstrating an affirmative defense of an Upset.** An Industrial User who wishes to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- a. An Upset occurred and the Industrial User can identify the cause(s) of the Upset;
- b. The facility was at the time being operated in a prudent and workman-like manner, and in compliance with applicable operation and maintenance procedures; and
- c. The Industrial User has submitted the following information to the COUNTY within twenty-four (24) hours of becoming aware of the Upset (if this information is provided verbally, a written submission must be provided within five (5) working days)
 - i.) A description of the indirect Discharge and cause of non-compliance;
 - ii.) The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
 - iii.) Steps being taken and/or planned to reduce eliminate, and prevent recurrence of the non-compliance.

4. **Burden of proof.** In any enforcement proceeding, the Industrial User seeking to establish the occurrence of an Upset shall have the burden of proof.

5. **Reviewability of Agency consideration of claims of Upset.** In the usual exercise of prosecutorial discretion, Agency enforcement personnel should review any claims that non-compliance was caused by an Upset. No determination made in the course of the review constitutes final Agency action subject to judicial review.

Industrial Users will have the opportunity for a judicial determination on any claim of Upset only in an enforcement action brought for non-compliance with Categorical Pretreatment Standards.

6. ***Industrial User responsibility in case of Upset.*** The Industrial User shall control production or all discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility, until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

G. Prohibited Discharge Standards

A User may assert an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Sections 36-10.E and 36-10.F, or the specific prohibitions in Sections 36-10.A.1-30 (excluding paragraphs A.1, A.18, and A.24), if it can prove by a preponderance of the evidence that it did not know, or have reason to know, that its Discharge, alone or in conjunction with Discharges from other sources, would cause Pass Through or Interference, or that either:

1. A Local Limit exists for each Pollutant Discharged and the User was in compliance with each Limit directly prior to, and during, the Pass Through or Interference; or
2. No Local Limit exists, but the Discharge did not change substantially in nature or constituents from the User's prior Discharge when the COUNTY was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable Biosolids use or disposal requirements.

Sec. 36-~~132~~155. ANNUAL PUBLICATION OF INDUSTRIAL USERS WHO HAVE BEEN IN OR WHO ARE IN SIGNIFICANT NONCOMPLIANCE

The ~~Superintendent shall~~ COUNTY may publish, at least annually, in the largest daily newspaper circulated in the service area, a description of those Industrial Users which have been or are found to be in ~~SIGNIFICANT NON-COMPLIANCE~~ Significant Noncompliance as defined in Section 36-86 of this Ordinance with any provision of this Ordinance, applicable Pretreatment Standards and requirements, a Sewer Service Connection Permit, or a Non-Residential Wastewater Discharge Permit, during the previous twelve (12) months. The term Significant Noncompliance shall be applicable to all Significant Industrial Users, Categorical Industrial Users, and any other User that violates paragraphs (C), (D) or (H) of this section. And shall mean:

- A. Chronic (repeated) violations of Wastewater Discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same Pollutant parameter during a six-(6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement including Instantaneous Limits as Defined in Sections 36-10, 36-74, and 36-75;

- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of Wastewater measurements taken for each Pollutant parameter during a six-(6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Sections 36-10, 36-74, and 36-75 multiplied by the applicable criteria (1.4 for BOD, TSS, FOG, and 1.2 for all other Pollutants except pH);
- C. Any other violation of a Pretreatment Standard or Requirement as defined by Sections 36-10, 36-74, and 36-75 (Daily Maximum, long-term average, Instantaneous Limit, or narrative Standard) that the Pretreatment Coordinator or designee has determined caused, alone or in combination with other Discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;
- D. Any Discharge of Pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Pretreatment Coordinator or designee exercise of its emergency authority to halt or prevent such a Discharge;
- E. Failure to meet, within ninety (90) calendar days of the scheduled date, a compliance schedule milestone contained in an individual or general Wastewater Discharge Permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide within forty-five (45) calendar days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report noncompliance; or
- H. Any other violation(s), which may include a violation of Best Management Practices, that the Pretreatment Coordinator or designee determines will adversely affect the operation or implementation of the local Pretreatment program.

~~Sec. 36-133. NO DISCHARGE IN EXCESS OF LOCAL LIMITS~~

- ~~A. No person shall discharge to the sewer system substances in excess of Local Limits, with the exception of discharges of mercury which have been specifically approved within a Mercury Management Plan submitted to the COUNTY by an Industrial User, as provided for in **Section 36-123 J** of this Ordinance.~~
- ~~B. The Local Limits are defined in **Section 36-76** and are set forth in the attached **FIGURE A**. Pretreatment shall be required for discharges which, without provision of pretreatment, would exceed Local Limits.~~
- ~~C. The determination of compliance with Local Limits shall be based upon twenty four (24) hour composite samples, or grab samples in the event that composite sampling is not feasible. If the Industrial User objects to local limit testing being performed on a grab~~

~~sample basis, the Industrial User shall be responsible for providing at the facility a means by which composite sampling may be performed.~~

~~D. Significant and Categorical Industrial Users shall perform all local limits testing twice per year and shall submit all such test results to the COUNTY POTW. In addition, the COUNTY must perform all local limit tests once per year on the same Significant and Categorical Industrial Users.~~

~~**Sec. 36-134. ADDITIONAL CHARGES AND FEES**~~

~~A. To enforce the terms of this Ordinance, the COUNTY may impose additional charges and fees upon the Industrial User, which may include:~~

- ~~1. Fees for reimbursement of costs of setting up and operating the COUNTY Industrial Monitoring and Pretreatment Program.~~
- ~~2. Fees for monitoring, inspection, and surveillance procedures, including the cost of reviewing monitoring reports submitted by the I.U.~~
- ~~3. Fees for reviewing accidental discharge procedures and construction.~~
- ~~4. Fees for permit applications, including the cost of processing such applications.~~
- ~~5. Fees for filing appeals and/or~~
- ~~6. Other fees as the COUNTY may deem necessary to carry out the requirements contained herein.~~

~~B. These fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the COUNTY.~~

ARTICLE 4: INDUSTRIAL MONITORING AND PRETREATMENT PROGRAM

PART 3. ENFORCEMENT

~~Specific enforcement response actions are outlined in the DuPage County Enforcement Response Plan (Guidance Document) available from the DuPage County Department of Public Works, 7900 South Route 53, Woodridge, Illinois 60517, phone (630) 985-7400.~~

Sec. 36-~~135~~156. ADMINISTRATIVE ENFORCEMENT REMEDIES

A. *NOTIFICATION OF VIOLATIONS.*

1. When the ~~Superintendent~~Pretreatment Coordinator or designee finds that an Industrial User has violated, or continues to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard, instantaneous limit, or requirement, the ~~Superintendent~~Pretreatment Coordinator or designee may serve upon that Industrial User a written Notice of Violation- (NOV). Within fourteen (14) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the Industrial User to the ~~Superintendent~~Pretreatment Coordinator or designee. Submission of this Plan in no way relieves the Industrial User of liability for any violations occurring before or after receipt of the ~~Notice of Violation~~-NOV. Nothing in this ~~S~~section shall limit the authority of the ~~Superintendent~~Pretreatment Coordinator or designee to take any action, including but not limited to emergency actions or any other enforcement action, without first issuing a Notice of Violation.

~~B. Formal Orders Available to the COUNTY for Enforcement Purposes.~~

2. ~~The Pretreatment Coordinator or designee may initiate a Pretreatment Review meeting for any Violation of any parameter issued under Section 36-154. The COUNTY shall schedule a Pretreatment Review meeting, normally within thirty (30) calendar days of the determination that a meeting is required.~~

~~As a result of a Pretreatment Review meeting, the COUNTY may issue a compliance directive stating that the User is in a “corrective action” status. A plan for correction and compliance schedule illustrating milestones may be issued by the COUNTY to the User. This plan for correction and compliance schedule may become part of the User’s~~

~~permit. The User is responsible for meeting the permitted limits at all times. The plan for correction, compliance schedule, and revised permit does not relieve the User of meeting the permitted limits and/or Ordinance requirements. The User shall take whatever actions are necessary to meet the permit limits and permit conditions.~~

3. As a result of a violation, the COUNTY may continue as needed to sample the User and inspect the User's progress towards meeting milestones and to determine if the User is complying with the conditions of the plan of action, compliance schedule and/or permit. In the event the COUNTY detects and documents any violation, a NOV will be issued to the User.
4. When the User has met the conditions of the plan of action, compliance schedule, and permit, the COUNTY will notify the User in writing that the conditions have been satisfied and they are no longer under a "corrective action" status if such a status was formally issued.
5. Nothing in this section shall limit the authority of the Pretreatment Coordinator or designee to take any action, including but not limited to emergency actions or any other enforcement action, without first issuing a NOV.

B. FORMAL ORDERS AVAILABLE TO THE COUNTY FOR ENFORCEMENT PURPOSES.

1. ***Consent Orders.***

- a. The ~~Superintendent~~Pretreatment Coordinator or designee is hereby empowered to enter into Consent Orders, Compliance Agreements, assurances of voluntary compliance, or any other similar document(s) establishing an agreement with the Industrial User responsible for the ~~non-compliance-noncompliance~~.
- b. ~~An a~~Agreements between the COUNTY and the Industrial User. A completed agreement must be signed by an ~~A~~authorized Rrepresentative of the Industrial User and the ~~Pretreatment Coordinator or designee~~COUNTY. Such orders shall include compliance schedules ~~or~~and remedial actions to correct the noncompliance, ~~and signatures of the Superintendent and Industrial User Representatives.~~ Consent Orders shall have the same force and effect as compliance orders issued pursuant to paragraph 3 and 4 below; and shall be judicially enforceable.

2. ~~Option to Show Cause~~ ***Order.***

~~An Industrial User may be allowed to show cause as to why a particular enforcement action should not be taken against the User.~~

The Pretreatment Coordinator or designee may order a User which has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear at a meeting on a specified date and time to show cause why enforcement action should not be taken. Notice shall be given to the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed

enforcement action should not be taken. The notice of the meeting shall be served personally upon the Authorized Representative of the User, or by registered or certified mail (return receipt requested) to the User's address, at least ten (10) working days prior to the meeting. Nothing in this section shall limit the authority of the Pretreatment Coordinator or designee to take any action, including but not limited to emergency actions or any other enforcement action, without first issuing a Show Cause Order.

3. ***Compliance Directive.***

- a. The COUNTY (or the ~~Superintendent~~Pretreatment Coordinator or designee) during a compliance meeting with the Industrial User may issue a Compliance Directive, i.e. Compliance Order, directing and requiring the Industrial User ~~to take such actions, including pretreatment, without further investigation or study,~~responsible for noncompliance to take any actions necessary to come into compliance within a specified time.
- b. Failure to comply with the Compliance Directive of the COUNTY or ~~"Superintendent"~~Pretreatment Coordinator or designee shall be deemed a violation of this Ordinance and may be grounds for revocation of the Industrial User's Non-Residential Wastewater Discharge Permit, termination of sewer service, and/or such other actions as may be authorized for violation of this Ordinance.
- c. Compliance Directives may contain specific, continuing requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of Pollutants Discharged to the sewer. A compliance directive may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Nothing in this section shall limit the authority of the Pretreatment Coordinator or designee to take any action, including but not limited to emergency actions or any other enforcement action, without first issuing a Compliance Directive.

4. ***Cease and Desist Directive.***

a. ~~When the Superintendent~~Pretreatment Coordinator or designee finds that an Industrial User has violated or continues to violate this Ordinance or any permit or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the Superintendent~~User's past violations are likely to recur,~~ the Pretreatment Coordinator or designee may issue a ~~Directive~~directive to cease and desist all illegal or unauthorized discharges immediately ~~and directing the User to:~~

- a. Immediately comply with all requirements; and

- b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the Discharge.

Nothing in this section shall limit the authority of the Pretreatment Coordinator or designee to take any action, including but not limited to emergency actions or any other enforcement action, without first issuing a Cease and Desist Directive.

5. Emergency Suspension.

The Pretreatment Coordinator or designee may immediately suspend a User's Discharge, without formal notice to the User, whenever such suspension is necessary to stop an actual or threatened Discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of Persons. The Pretreatment Coordinator or designee may also immediately suspend a User's Discharge, after notice and opportunity to respond, that threatens to Interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- a. Any User notified of a suspension of its Discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply with the suspension order, the Pretreatment Coordinator or designee may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Pretreatment Coordinator or designee may allow the User to recommence its Discharge when the User has demonstrated to the satisfaction of the Pretreatment Coordinator or designee that the period of endangerment has passed, unless the termination proceedings in Section 36-156.B.6 are initiated against the User.
- b. A User that is responsible, in whole or in part, for any Discharge presenting imminent or substantial endangerment shall submit a detailed, written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Pretreatment Coordinator or designee prior to the date of any show cause or termination hearing under Sections 36-156.B.2 or 36-156.B.6.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

6. Termination of Discharge.

In addition to the provisions in Section 36-157.A, any User who violates the following conditions shall be subject to Discharge termination:

- a. Violation of Wastewater Discharge Permit conditions;

- ~~b. Failure to accurately report the Wastewater constituents and characteristics of its Discharge;~~
- ~~c. Failure to report substantial changes in operations or Wastewater volume, constituents, and characteristics prior to Discharge;~~
- ~~d. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or~~
- ~~e. Violation of the Pretreatment Standards in Sections 36-73 – 36-75.~~

~~Such User will be notified of the proposed termination of its Discharge and be offered an opportunity to show cause under Section 36-156.B.2 why the proposed action should not be taken. Exercise of this option by the Pretreatment Coordinator or designee shall not be a bar to, or a prerequisite for, taking any other authorized action against the User.~~

Sec. 36-~~136~~157. REVOCATION OR SUSPENSION OF PERMIT

A. ***CONDITIONS FOR REVOCATION OR SUSPENSION.*** Any Industrial User who violates this Ordinance, or any Order issued pursuant to this Ordinance, the Illinois Environmental Protection Act, the Federal Act, or regulations promulgated under either act, or does any of the following, is subject to having its Non-Residential Wastewater Discharge Permit and/or Sewer Service Connection Permit revoked or suspended, in accordance with the procedures set forth herein.

- ~~1. Fails to fully and accurately report the wastewater constituents and characteristics of its wastewater discharge as determined by the Industrial User's or COUNTY'S analysis.~~
- ~~2. Fails to fully and accurately report significant changes in process activity which could affect its wastewater discharge or wastewater constituents and characteristics.~~
- ~~3. Refuses reasonable access to the Industrial User's premises by COUNTY representatives for the purpose of inspection or monitoring.~~
- ~~4. Tamper with, disrupts, or destroys COUNTY equipment.~~
- ~~5. Fails to report an accidental discharge of a pollutant.~~
- ~~6. Fails to report an Upset of the Industrial User's treatment facilities or~~
- ~~7. Violates any condition of the Non Residential Wastewater Discharge Permit.~~
- 1. Failure to notify the Pretreatment Coordinator or designee of significant changes to the Wastewater prior to the changed Discharge;

2. Failure to provide prior notification to the Pretreatment Coordinator or designee of changed conditions pursuant to Sections 36-140 and 36-141;
3. Misrepresentation or failure to fully disclose all relevant facts in the Wastewater Discharge Permit application;
4. Falsifying self-monitoring reports and certification statements;
5. Tampering with monitoring equipment;
6. Refusing to allow the Pretreatment Coordinator or designee and designee(s) timely access to the facility premises and records;
7. Failure to meet effluent limitations;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a Wastewater survey or the Wastewater Discharge Permit application;
12. Failure to provide advance notice of the transfer of business or operation ownership of a permitted facility; or
13. Violation of any Pretreatment Standard or Requirement, or any terms of the Wastewater Discharge Permit or this Ordinance.

B. Following a revocation or suspension of its Non-Residential Wastewater Discharge Permit, the Industrial User shall cease discharging to the COUNTY POTW in accordance with the stated terms. -Failure to do so shall result in the COUNTY POTW seeking injunctive relief or other court orders in accordance with Article 16 of this Ordinance.

C. Wastewater Discharge Permits shall be voidable upon cessation of operations or transfer of business or operation ownership. All Wastewater Discharge Permits issued to a particular User are void upon the issuance of a new Wastewater Discharge Permit to that User.

~~Sec. 36-137. SHOW CAUSE HEARING BEFORE THE PUBLIC WORKS COMMITTEE~~

~~A. The COUNTY, upon discovering an ongoing or potential discharge to a COUNTY POTW which presents or may present a danger to the environment or which threatens to interfere with the operation of the POTW, may immediately issue a notice to the responsible Industrial User so as to provide an opportunity for the Industrial User to present information to the Public Works Committee as to why the Committee should not disconnect service, revoke, or suspend the Industrial User's Non-Residential Wastewater~~

~~Discharge Permit and/or Sewer Service Connection Permit, or seek injunctive relief to prohibit the Industrial User from making the discharge to the POTW.~~

~~B. Subsequent to a hearing before the Public Works Committee, the COUNTY may disconnect service, revoke or suspend the Non Residential Wastewater Discharge Permit and/or Sewer Service Connection Permit, or seek injunctive relief to prohibit the Industrial User from making the discharge to the POTW.~~

~~Sec. 36-138. IMMEDIATE DISCONNECTION OF SERVICE~~

~~A. Conditions for Immediate Disconnection of Service~~

~~1. Any Industrial User is subject to immediate disconnection of service under either of the following conditions:~~

~~a. Whenever immediate disconnection is required to halt or prevent any discharge of pollutants to a COUNTY POTW which reasonably appears to the Superintendent to present an imminent danger to the health or welfare of persons or~~

~~b. Whenever the Industrial User's Non Residential Wastewater Discharge Permit and/or Sewer Service Connection Permit is revoked.~~

~~Sec. 36-139. ELIMINATION OF DISCHARGE/REINSTATEMENT~~

~~A. Any Industrial User holding a Non Residential wastewater Discharge Permit and/or a Sewer Service Connection Permit issued by the COUNTY, is subject to permit termination for violation of judicial orders, any applicable STATE and Federal law, or any of the following:~~

~~1. Violation of permit conditions.~~

~~2. Failure to accurately report the wastewater constituents and characteristics of its discharge.~~

~~3. Failure to report significant changes in operations or wastewater constituents and characteristics and/or~~

~~4. Refusal of reasonable access to the Industrial User's premises for the purpose of inspection, monitoring, or sampling.~~

~~B. Any Industrial User notified of a disconnection of wastewater treatment service and/or revocation or suspension of its Non Residential Wastewater Discharge Permit and/or Sewer Service Connection Permit shall immediately stop or eliminate the discharge.~~

~~C. In the event of a failure of the Industrial User to comply voluntarily with the disconnection, revocation, suspension directive, or cost of damages to the COUNTY POTW, the COUNTY may take such legal steps as deemed necessary, in addition to immediate~~

~~blockage or severance of the sewer connection, to prevent or minimize damage to the COUNTY POTW or danger to any person.~~

~~D. If the Superintendent exercises authority under this Ordinance, the Superintendent may reinstate the wastewater treatment service upon proof of the elimination of the non-complying discharge. Any permits re-issued may be subject to modification as determined by the Superintendent.~~

Sec. 36-~~140~~158: REMEDIES

A. Judicial Remedies. If any person discharges sewage, industrial wastes, or other wastes into the wastewater disposal system, contrary to the provisions of this Ordinance or any Directive or permit issued hereunder, the COUNTY, through the State's Attorney, may commence an action for appropriate legal and/or equitable relief in the 18th Judicial Circuit Court of ~~the DuPage County of DuPage.~~

1. ***Injunctive Relief.*** Whenever an Industrial User has violated or continues to violate the provisions of this Ordinance, or ~~the P~~pretreatment ~~S~~standards or ~~R~~requirements, or ~~its~~~~—the~~ COUNTY's permit(s), or order(s) issued hereunder, the ~~Superintendent~~Pretreatment Coordinator or designee through counsel, may petition the Court for the issuance of a preliminary or permanent injunction or both (as may be appropriate), that restrains or compels ~~the certain~~ activities on the part of the Industrial User. The Pretreatment Coordinator or designee may also seek such other authorized action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other authorized action against a User.

2. ***Civil Penalties.*** Any Industrial User, who has violated or continues to violate this Ordinance or any Directive or permit issued hereunder, or any other Pretreatment Standard or Requirement, shall be subject to a civil penalty (as authorized at 40 CFR 403.8(f)(1)(vi)(A)), of not more than the maximum allowable under State law, plus actual damages incurred by the COUNTY per violation, per day, for as long as the violation continues.

Any person violating Section 36-13 of this Ordinance shall be subject to civil penalties specified in subsection (a) of Section 42 of the Illinois Environmental Protection Act (415 ILCS 5/42), as now enacted or hereafter amended. If an action to enforce Section 36-13 of this Ordinance is brought by or on behalf of the COUNTY, the COUNTY shall be entitled to recover seventy-five percent (75%) of any penalty assessed.

3. ***Fines.*** Any User which connects to a COUNTY POTW without first obtaining a Sewer Service Connection Permit from the COUNTY, shall be in violation of this Ordinance and shall be guilty of a petty offense punishable by a fine not to exceed one thousand dollars (\$1,000.00) per violation, with each day the violation persists constituting a separate offense, ~~or as well as any~~ other remedy available at law or

in equity (pursuant to authority granted at 55 ILCS 5/5-1113 and 5/5-15001, et seq.).

Any User violating a Directive of the COUNTY or failing to comply with any provision of this Ordinance and the Directives, rules, and regulations and permits issued hereunder, or any other Pretreatment Standard or Requirement, shall be guilty of a petty offense punishable by a fine not to exceed one thousand dollars (\$1,000.00) per violation, with each day the violation persists constituting a separate offense, ~~or as well as any~~ other remedy available at law or in equity. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

In case any User, or anyone acting on behalf of the User, is in violation of this Ordinance, the proper authorities of the COUNTY, may, in addition to other remedies, institute any appropriate action or proceedings in equity to prevent or abate such violation. Should any section, clause, or provision of this Ordinance be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

For the purpose of this Ordinance, each day, in which any such violation shall occur, may be deemed a separate violation, and a separate violation may be deemed to have occurred for each constituent, which has limitations listed in ~~(FIGURE A)~~ of this Ordinance, found to exceed the Limits established in this Ordinance or which is specifically limited in the Non-Residential Wastewater Discharge Permit issued to the Industrial User during any such day.

The Pretreatment Coordinator or designee may recover costs, including but not limited to, filing fees, witness fees, attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the COUNTY.

~~4. Damages.~~

- ~~.a. If the COUNTY is fined by the STATE or USEPA for violation of a COUNTY POTW NPDES permit, or violation of water quality standards as the result of discharge of pollutants, then the COUNTY may seek, to the fullest extent allowable by law, to charge the Industrial User the above penalties plus all the COUNTY'S legal fees, sampling and analytical testing costs, and any other related costs shall be charged to the responsible Industrial User. Such charge shall be in addition to, and not in lieu of, any remedies the COUNTY may have under this Ordinance, statutes, regulations, at law, or in equity.~~

~~b. — The Superintendent may petition the Court to impose, assess, and recover damages to the COUNTY'S POTW that are caused by harmful discharges from the Industrial User.~~

In determining an amount of liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the ~~Industrial~~ User's violation, corrective actions actually taken by the ~~Industrial~~ User, the compliance history of the ~~Industrial~~ User, and any other factor as justice requires.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, the Pretreatment Coordinator or designee taking any other authorized action against a User.

4. Damages and Recovery of Costs Incurred.

a. Any entity or User violating any of the provisions of this Ordinance, or who causes damage to or impairs the COUNTY's POTW shall be liable to the COUNTY for any expense, loss or damage caused by such violation or Discharge. The COUNTY may invoice the costs, including but not limited to, sampling and analyses associated with the investigation, costs of mitigating impact to the POTW, costs of preparing the administrative enforcement actions such as notices and orders investigative and/or correction actions, and review of response(s) from the User. In the event of damage, losses or impairments, the COUNTY shall bill the User for the costs incurred by the COUNTY for any cleaning, repair, replacement or other investigative and/or corrective action(s) as a response to the violation or Discharge. Refusal to pay the assessed costs shall constitute a violation of this Ordinance enforceable under the provisions of Section 36-154.

5. In addition to the penalties provided herein, the COUNTY may seek, to the fullest extent allowable by law, to recover reasonable attorney's fees, court costs, court reporter fees, and other expenses of litigation by appropriate suit at law against the person found to have violated this Ordinance or the orders, rules, regulations, and permits issued hereunder.

~~B. — Supplemental Enforcement Remedies.~~

B. SUPPLEMENTAL ENFORCEMENT REMEDIES.

1. ***Performance Bonds.*** ~~The Superintendent~~Pretreatment Coordinator or designee may decline to issue or re-issue an individual or general wastewater discharge permit to any Industrial User, which has failed to comply with the provisions of this Ordinance or any order or previous individual or general wastewater discharge permit issued hereunder, or by any Pretreatment Standard or Requirement, unless such Industrial User first files with the COUNTY a satisfactory bond, payable to

the COUNTY, in a sum not to exceed a value determined by the ~~Superintendent~~Pretreatment Coordinator or designee to be necessary to achieve consistent compliance.

2. **Liability Insurance.** The ~~Superintendent~~Pretreatment Coordinator or designee may decline to issue or re-issue ~~an individual or general wastewater discharge~~ permit to any Industrial User which has failed to comply with the provisions of this Ordinance or any ~~Directive~~directive or previous individual or general wastewater discharge permit issued hereunder, or any other Pretreatment Standard or Requirement, unless the Industrial User first submits proof that it has obtained liability insurance sufficient to restore or repair POTW damage caused by its discharge.
3. **Water Supply Severance.** Whenever an Industrial User has violated or continues to violate the provisions of this Ordinance or a Directive or individual or general wastewater discharge permit issued hereunder, or any Pretreatment Standard or Requirement, water service to the Industrial User may be severed, and service will only recommence, at the Industrial User's expense, only after it has satisfactorily complied with any directive or ~~permit~~ requirement, and paid outstanding costs, fees, and penalties.
4. **Public Nuisances.** Any violation of the discharge prohibitions of this Ordinance, an individual or general wastewater discharge permit or ~~Directive issued according to Section 36-135, may be~~ directive, or any other Pretreatment Standard or Requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the ~~Superintendent~~Pretreatment Coordinator or designee. Any person(s) creating a public nuisance shall be subject to the provisions of the County Code (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1003, et seq.) governing such nuisance, including the reimbursement to the COUNTY of any costs incurred in removing, abating, or remedying said nuisance.
5. **Failure to Report or Notify.** Any violation for failure to submit a required report or notification required by this Ordinance Chapter 36 shall be subject to the late fees as outlined in FIGURE E.
6. **Payment for Outstanding Fees and Penalties.**

The Pretreatment Coordinator or designee may decline to issue or reissue an individual or general Wastewater Discharge Permit to any User who has failed to pay any outstanding fees, fines or penalties incurred as a result of any provision of this Ordinance, a previous individual or general Wastewater Discharge Permit or order issued hereunder.

C. Additional Remedies.

1. In addition to remedies available to the COUNTY set forth elsewhere in this Ordinance, if the POTW is fined by the STATE or USEPA for violation of the

POTW NPDES permit or violation of Water Quality Standards as the result of Discharge of Pollutants by a User or group of Users, then the fine, including all legal, sampling, analytical testing costs and any other related costs incurred by the COUNTY, shall be charged to the responsible User or group of Users. Such charges shall be in addition to, and not in lieu of, any other remedies the COUNTY may have under this Ordinance, statutes, regulations, at law or in equity.

~~C.2.~~ If the discharge from any person or Industrial User causes a deposit, obstruction, or damage to any COUNTY POTW, the COUNTY may cause the deposit or obstruction to be promptly removed or cause the damage to be promptly repaired. The cost for such work, including materials, labor, and supervision, shall be borne by the person or Industrial User causing such deposit, obstruction, or damage.

~~D. The Superintendent may seek, to the fullest extent allowable by law, to recover from the Industrial User costs of damages to the COUNTY POTW which are caused by discharges from the Industrial User.~~

~~E. The COUNTY may, where the circumstances of the particular case so dictate, seek injunctive relief to prohibit the Industrial User from discharging into the sanitary sewer system, or to provide such other affirmative relief as may be appropriate.~~

~~F. The Superintendent shall have such other collection remedies as are authorized under this Ordinance to collect other service charges. Unpaid charges, fines, and penalties shall constitute a lien against the user's property.~~

D. Lien – Notice of Delinquency.

1. Whenever a bill remains unpaid for ninety (90) calendar days for quarterly service after it has been issued, the COUNTY Clerk shall file, with the Record of Deeds of the COUNTY where the premises are located, a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill and a notice that the COUNTY claims a lien for this amount as well as for all unpaid charges subsequent to the period covered by the bill.

2. If the User whose bill is unpaid is not the owner of the premises and the COUNTY Clerk has notice of this condition, whenever such bill remains unpaid for one hundred and five (105) calendar days after it has been issued, a notice shall be mailed to the owner of the premises if known to the Clerk.

3. Unless otherwise provided by applicable law, the failure of the COUNTY Clerk to record such lien or to mail such notice, or the failure of the owner to receive such notice, shall not affect the COUNTY's right to foreclose the lien for unpaid bills.

Sec. 36-~~141~~159. REMEDIES NON-EXCLUSIVE

The remedies provided for in this Ordinance are not exclusive. ~~The Superintendent~~The Pretreatment Coordinator or designee may take any, all, or any combination of these actions

against a noncompliant ~~Industrial User, or user, to the fullest extent allowable by law.~~ Enforcement of Pretreatment violations will generally be in accordance with the COUNTY's enforcement response plan. However, the Pretreatment Coordinator or designee may take other authorized action against any User when the circumstances warrant. Further, the Pretreatment Coordinator or designee is empowered to take more than one enforcement action against any noncompliant User.

Sec. 36-160. ADDITIONAL CHARGES AND FEES

A. To enforce the terms of this Ordinance, the COUNTY may impose additional charges and fees upon the User, which may include:

1. Fees for reimbursement of costs of setting up and operating the COUNTY's Industrial Monitoring and Pretreatment Program;
2. Fees for monitoring, inspection, and surveillance procedures, including the cost of collection and analyzing a User's Discharge, and reviewing monitoring reports submitted by the Users;
3. Fees for reviewing ~~or user, to the fullest extent allowable~~ plans or construction relating to a Spill Prevention Containment and Countermeasures/Slug Load Plans as defined in Section 36-12;
4. Fees responding to Report of Potential Problems as defined in Section 36-142;
5. Fees for reviewing accidental discharge procedures and construction;
6. Fees for permit applications, including the cost of processing such applications;
7. Fees for filing appeals;
8. Fees to recover administrative and legal costs associated with the enforcement activity taken by ~~law~~ the Pretreatment Coordinator or designee to address User noncompliance; and/or

~~Sec. 9.~~ Other fees as the COUNTY may deem necessary to carry out the requirements contained herein.

B. These fees relate solely to the matters covered by this Ordinance and are separate from all other fees chargeable by the COUNTY.

Sec. 36-161 SEVERABILITY

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

Sec. 36-162. CONFLICT

All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this ordinance are hereby repealed to the extent of such inconsistency or conflict.

Sec. 36-163 through 36-169. RESERVED

ARTICLE 5: PERMIT PROCESS TREATMENT AND DISPOSAL OF HAULED OR TRUCKED SEPTIC WASTE AND LANDFILL LEACHATE

Sec. 36-170. PERMITS POTW RECEIPT OF HAULED OR TRUCKED WASTES

~~The COUNTY may receive trucked~~No person, firm or hauled corporation shall Discharge ~~septic waste and tank wastes or landfill leachate at the COUNTY POTW. The COUNTY, or other wastes from a tanker truck into the designated discharge facilities of the COUNTY without first obtaining a written permit from the COUNTY. The COUNTY will not accept any other types of wastes~~waste which are trucked or hauled to the POTW. No trucked wastes are to be Discharged by any entity except at the Discharge points designated by the COUNTY.

- A. Application for permits shall be filed with the COUNTY on the COUNTY's forms so provided. The application shall be signed as required by Section 36-129.F.
- B. Each permit shall designate the location and manner of disposing of trucked wastes.
- C. A separate permit shall be obtained for each truck and shall be in the possession of the driver of the truck at all times. Copies of said permits shall be maintained at the firm or corporation office which employs the driver(s).
- D. No permit shall be valid for a period of more than two (2) years, and each permit shall expire on January 31st of the expiration year.
- E. No permit shall be transferable. A permit becomes void under any of the following conditions:
 - 1. Change in ownership of the permittee;
 - 2. Change in vehicle for which the permit is issued; or
 - 3. Change in the name and address of the permittee.

Sec. 36-171. WASTE TREATMENT AND DISPOSAL

~~No person shall transport septic waste or landfill leachate to the COUNTY POTW without first obtaining a permit from the COUNTY.~~

Sec. 36-171. ADMINISTRATION AND FEES

The COUNTY, from time to time shall review said applications and fees, and issue said permits, if in compliance with this Ordinance.

- A. Fees for the initial permit and individual vehicle permits.

B. Fees for the treatment of trucked wastes Discharged shall be recovered through the COUNTY's User charge system.

Sec. 36-172. WAIVERS

~~No permit for disposal of the wastes shall be issued until the appropriate waiver forms have been completed and submitted to the COUNTY POTW, and any applicable fees have been paid.~~

Sec. 36-172. RULES AND REGULATIONS

No person, firm or corporation shall dispose of any trucked wastes upon any property of the COUNTY other than at the designated discharge point so defined by the COUNTY. In its discretion the COUNTY may accept waste subject to the following:

A. Septic tank disposal shall be limited to wastes from a septic toilet, chemical closet, or any other water-tight enclosure used for storage and decomposition of human excrement and/or domestic wastes. Other Non-Residential wastes shall be approved on a case-by-case basis by the COUNTY. The COUNTY will not accept hauled waste containing RCRA hazardous waste.

B. Disposal shall be limited to Wastes generated within the wastewater service area of the COUNTY.

C. Disposal shall be permitted at the COUNTY's POTW between the hours of 7:00 A.M. and 2:00 P.M., Monday through Friday. No disposal shall be permitted on any legal holidays that are observed by the COUNTY.

D. All trucks which are permitted by the COUNTY shall be identified with the following:

1. Owner's name, address and phone number;

2. Liquid capacity; and

3. Visible truck license plate number that is registered with DuPage County.

E. For each trucked load disposed of at the COUNTY's POTW, the truck driver shall deliver to the operational office in the building designated on the permit, a signed, numbered ticket showing the truck license plate number, liquid capacity of the truck, time of arrival and departure, origin of every pickup point comprising the load, along with the telephone number of each originating source. The ticket shall contain a signed certification that all septic tank and portable toilet wastes identifying where the load has originated and that they are domestic in origin. The COUNTY may require proof of load origination by requesting the waste owner's signature, invoice from the applicable hauled waste, or signed service agreement with the waste owner. The ticket shall also contain a certification that the load does not contain RCRA hazardous waste. The driver shall not unload until obtaining approval by the Operator at the COUNTY.

Sec. 36-173. FORMS

A. SEPTIC WASTE.

1. Forms:

a. SEPTIC WASTE. A STATEMENT OF ACKNOWLEDGEMENT must be completed and signed by any Septic Waste Hauler transporting septic waste to the COUNTY POTW.— The original Statement of Acknowledgement shall be kept on file with the COUNTY POTW. —The septic waste hauler must complete a SEPTIC WASTE HAULING FORM for each load of septic waste. A SEPTIC MANIFEST FORM must also accompany each load. The COUNTY may require proof of load origination by requesting the waste owner’s signature, invoice from the applicable hauled waste, or signed service agreement with the waste owner. All forms are available from the DuPage County Department of Public Works and are kept on file at the COUNTY POTW.

Bb. LANDFILL LEACHATE. A SPECIAL WASTE (LANDFILL LEACHATE) CHARACTERISTIC PROFILE and SPECIAL WASTE WAIVER must be completed by the landfill leachate hauler or generator transporting special waste to the COUNTY POTW. —All such forms are kept on file at the COUNTY POTW.

F. The driver is required to take a sample of every load Discharged in accordance with COUNTY procedures. A sample may also be taken by the COUNTY of each truckload of waste delivered to the COUNTY’s POTW.

G. Persons disposing of waste at the COUNTY’s POTW or facilities shall be responsible for cleaning up all the spills and replacing the manhole covers at the end of the unloading process.

H. The permittee shall furnish a list of authorized drivers to the COUNTY covered by the permit and keep this list current.

I. The COUNTY will implement procedures to randomly confirm the source and type of waste hauled and to analyze hauled waste samples for compliance with this Ordinance.

J. The COUNTY reserves the right to reject any Wastes delivered to the facilities of the COUNTY, which the COUNTY believes may have an adverse effect on the POTW and/or processes.

36-173. INSURANCE REQUIREMENTS

Each permittee shall carry such insurance as is deemed necessary by the COUNTY to protect it against claims, causes of actions or any act of any permittee.

A. Each Permittee shall file a Certificate of Insurance with the COUNTY. After approval of the Certificate and upon issuance of a permit, the septic tank waste hauler shall be permitted to Discharge at the designated location. No one shall be allowed on the site without a valid Certificate of Insurance. The COUNTY shall be a named insured on any such policies. The Certificate of Insurance shall conform to the types and amounts of insurance as listed in the insurance requirements on file with the COUNTY.

Sec. ~~36-174~~. REVOCATION OF PERMITS

Any violation of permitting conditions of this ordinance shall be justification for the COUNTY to immediately revoke any or all permits issued in addition to the reasons stated in Section 36-157.A. The COUNTY reserves the right to revoke any and all permits at any time if it determines the revocation of said permits is in the best interests of the COUNTY.

~~Sec. 36-174. SAMPLING HAULED WASTES~~

~~A. A composite spot check shall be done by the COUNTY of trucked or hauled septic waste loads received at the POTW.~~

~~B. All loads of landfill leachate shall be sampled and tested by the COUNTY to determine the constituent properties of each load, as appropriate for each sample.~~

~~Sec. 36-175. RIGHT TO REFUSE SEPTIC, LEACHATE, OR VACTOR WASTE~~

~~The COUNTY reserves the right to refuse to accept any load of septic waste or landfill leachate or vactor waste for treatment which, in the Superintendent's opinion, may cause an upset at the POTW.~~

Sec. 36-17~~5~~⁶. WASTESTREAM ORIGINATION APPROVAL

The COUNTY reserves the right to approve the waste stream and the sites from which the waste stream is originated. Disposal at the COUNTY POTW of septic wastes, which are not household generated wastes, requires prior approval.

Sec. 36-17~~6~~⁷. LIST OF APPROVED SITES FROM WHICH WASTES MAY BE HAULED OR TRUCKED TO THE POTW

The COUNTY shall maintain a list of sites from which landfill leachate or septic waste (which is not household generated) can be collected and disposed of at the COUNTY POTW.

Sec. 36-17~~7~~⁸. CAR WASH MUD AND GREASE TRAP CLEANINGS

Under no circumstances shall car wash mud or grease trap cleanings be accepted for disposal at the POTW as either a full or partial load.

~~Sec. 36-179. WASTE DISPOSAL PRIVILEGES REVOKED~~

~~Any hauler attempting to discharge any material other than household domestic septic, septic waste, landfill leachate, or other preapproved waste which originates from COUNTY approved sites, shall be subject to revocation of its disposal privileges at the COUNTY POTW.~~

~~**Sec. 36-180. WASTE TREATMENT AND DISPOSAL FEES**~~

~~The fees for treatment and disposal of septic wastes and landfill leachate are specified on **FIGURE D**. In addition, any costs incurred for commercial analysis of samples for compliance monitoring purposes shall be charged to the permittee.~~

~~**Sec. 36-17881** through Sec. 36-199. RESERVED~~

ARTICLE 6: SERVICE CHARGES FOR WASTEWATER TREATMENT

Sec. 36-200. WASTEWATER SERVICE CHARGES

Wastewater Service Charges means an amount billed to each User of a COUNTY POTW 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, which shall be determined according to the provisions of this Article.

Sec. 36-201. WASTEWATER USER CHARGE

A. ***Wastewater User Charge*** means an amount billed to each User of a COUNTY POTW and sanitary sewer system for services provided. Each User shall pay a proportionate share of the operation, maintenance, and replacement (O.M. & R.) and debt service costs of the COUNTY POTW or other system to which the User is tributary. The User Charge shall be based on the water consumption (flow) and wastewater strength characteristics. The User Charge shall consist of a flow charge and any applicable BOD and SS surcharges as defined below and listed in **FIGURE D**:

1. ***User Charge***: Means an amount billed by the COUNTY to all Users of a COUNTY POTW and/or sanitary sewer system. The COUNTY determines its unit flow charge by dividing the O.M. & R. costs not recovered by BOD and SS Surcharges by the total annual billable flow. The unit flow charge multiplied by the User's volume of flow shall constitute the User's total flow charge. For Users on the sanitary sewer system not tributary to a COUNTY POTW, the charge will be calculated by the applicable rate structure for that system.
2. ***Debt Service Charge***: Debt Service Charge means an amount billed to all Users of a COUNTY POTW. The unit charge shall be determined by dividing the annual debt service cost by the total annual billable flow. The unit debt service charge multiplied by the User's volume of flow, shall constitute the User's Total Debt Service Charge. This debt service charge is combined with overall operation expenses to determine the rates.
3. ***BOD and SS Surcharges for Users Connected to a COUNTY POTW***: Means the amount billed to those Non-Residential users known to discharge wastewaters having a strength greater than normal domestic sewage. The unit surcharge shall be calculated by dividing the total O.M. & R. costs allocated to BOD and SS by the estimated pounds of BOD and SS treated by the COUNTY POTWS. The pounds of BOD and SS discharged in excess of the pounds of BOD and/or SS estimated by the normal domestic sewage concentration multiplied by the BOD and/or SS unit surcharge shall be the User's total BOD and/or SS surcharge.

BOD and SS surcharges are listed on **FIGURE D**.

Sec. 36-202. OTHER CONTRACTUAL SURCHARGES

Other Contractual Surcharges means an amount determined by a contract between DuPage County and a second party or the User. This surcharge will be in addition to the User Charge.

Sec. 36-203. SEWER MAINTENANCE CHARGE

Sewer Maintenance Charge means an amount billed to Users of the COUNTY owned collector sewers. The Sewer Maintenance Charge is determined by dividing the sewer maintenance costs of the collection system by the specific User's total annual billable flow or by existing agreement. The unit sewer maintenance charge multiplied by the User's volume of flow shall constitute the User's total Sewer Maintenance Charge.

Sec. 36-204. BASE CHARGE

The Base Charge is an amount billed to each User that receives a sanitary and/or water bill. The base charge is designed to cover the costs of producing, mailing and collecting the utility bills and the costs incurred by the meter reading department to read the customer meters. This fee shall be adjusted from time to time as listed in **FIGURE D**.

Sec. 36-205. WATER COMMISSION BUY IN FEE

The Water Commission Buy In Fee is designed to cover the costs of the outstanding obligation to the DuPage Water Commission for the buy in fee which is a membership requirement of the commission. This fee shall be adjusted from time to time as listed in **FIGURE D**.

Sec. 36-206. MEASUREMENT OF VOLUME-METER REQUIREMENTS

For billing purposes, flow will be determined by one (1) of the following three (3) methods:

- A. By means of a special wastewater measuring device installed in a sewer or other conduit carrying the wastewater flow; or
- B. By means of the amount of water used, as determined from a water meter in the User's public or private supply system. Where such a meter is installed:
 - 1. Upon receipt of reasonable notice, all private water Users on the COUNTY'S water supply system shall provide for and permit access to the water meter by a representative of the COUNTY. The User shall be responsible for maintaining the installation and meter in operating order at the User's expense. The User's failure to maintain the meter after notice by the COUNTY shall result in the User being billed at the higher of either the historical usage or by estimating the consumption as specified in Paragraph C of this section;
 - 2. All Users of other public water utilities shall be billed on the basis of water use data provided by the utility. If the public utility fails to provide the COUNTY with water

use data prior to the completion of the COUNTY'S billing period, the User shall be billed at a flat assessment of eight thousand (8,000) gallons per Residential Equivalent for that billing period and shall be billed the remaining Wastewater Service Charges in the following billing period when the water use data is received;

3. The charge for all unmetered Users shall be obtained by multiplying the User's number of Residential Equivalents by eight thousand (8,000) gallons per month until an approved meter is installed.

- C. By estimating the amount of water being discharged to a COUNTY POTW by Users served by private wells.

Any charge shall be based on the following:

1. All unmetered residential private well sources shall be charged at eight thousand (8,000) gallons per month unless an approved meter is installed;
2. The charge for all unmetered ~~Non-Residential~~non-residential well sources shall be obtained by multiplying the User's number of Residential Equivalents by eight thousand (8,000) gallons per month until an approved meter is installed.

Sec. 36-207. NON-SEWER WATER EXEMPTION

The volume of water used by any User of a COUNTY POTW, which does not enter the sanitary system, may be subtracted from the volume of water consumption used in calculating the User's Flow Charge. Measurement of the volume of water not entering the wastewater treatment system must be made by the purchase and installation of a water meter with radio transceiver to be maintained by the property owner, or by other methods which have the Superintendent's or designee's prior approval. The meter and radio transceiver are the property of the user. Repair or replacement of these devices is the responsibility of the user. The credit for non-sewer water usage shall be determined annually in July, and shall be reflected in the following billing period. The ~~COUNTY~~County shall give a credit for non-sewer water usage one time per calendar year to qualifying customers (also "credit program participant"). In cases where a remote register or radio transceiver are not connected to the meter, the customer seeking an annual non-sewer water usage credit shall report their non-sewer water meter's reading to DuPage County Department of Public Works between June 15th and July 15th of each calendar year. The credit amount shall be calculated using the current rate in the system. The credit amount shall be the volume of non-sewer water consumed since the last annual meter reading times the applicable User service rate. The credit shall be given in the next billing cycle following the customer's reading report date. Whenever the credit due exceeds the amount charged the Superintendent or designee may give the credit in two (2) or more successive billing cycles. Under no circumstance shall a customer receive a credit for water consumption for any reporting period greater than thirteen (13) months.

In the event a customer fails to timely report their meter's annual reading, that customer will be denied a credit for that annual reporting period. If a customer desires a credit for any subsequent reporting periods, that customer must first obtain a new meter reading by DuPage County

Department of Public Works staff ("re-establishment reading"). A customer is not entitled to a credit for any water consumption between their last timely customer-reported reading and any DuPage County Department of Public Works conducted re-establishment reading. The COUNTY may charge a re-establishment reading fee of twenty-five dollars (\$25.00). The Superintendent or designee may remove or deny a customer's participation in the program whenever: (i) any water meter on the customer's property has been tampered, altered, modified or intentionally damaged; (ii) the customer has failed to make a timely annual report more than once or otherwise has any history of account delinquency; (iii) the customer provides false data or information to DuPage County Department of Public Works; or (iv) DuPage County Department of Public Works cannot safely access, inspect or read the customer's meter(s) after reasonable effort or has been refused access thereto.

Sec. 36-208 through 36-249. RESERVED

ARTICLE 7. EXTENSION OF COUNTY WATER DISTRIBUTION OR WASTEWATER COLLECTION SYSTEMS

Sec. 36-250. PERMITS REQUIRED FOR CONNECTION

Prior to connecting any building or premises to a COUNTY Water Distribution, POTW, or Sanitary Sewer System, or turning on the Water Supply to any such building, any owner, occupant, or User of any such COUNTY System shall apply to the COUNTY for a Sewer Connection Permit. For the purposes of this Article, such person shall be designated as the "applicant."

Sec. 36-251. APPLICATIONS, PERMITS, AND EASEMENTS FOR WATER DISTRIBUTION AND WASTEWATER SYSTEM EXTENSIONS

- A. Application for any extension of a COUNTY Water Distribution or Sanitary Sewer System shall be accompanied by:
 - 1. Plats, showing all necessary easements, dedicated for public utility purposes;
 - 2. Any legal instruments necessary to transfer property rights to such easements; and/or
 - 3. Detailed plans, profile drawings, and specifications for all proposed work.
- B. All applications and proposed plans must be approved by the Superintendent or designee before any construction work begins.
- C. Applications shall include all properly executed forms necessary to obtain any required Illinois Environmental Protection Agency Permits.
- D. All plans, profiles, applications, permits, and legal documents shall be approved by the Superintendent or designee before any construction work begins.

Sec. 36-252. CONSTRUCTION OF WASTEWATER SEWER OR WATER MAIN EXTENSIONS

- A. *All extensions to a Water Distribution or Sanitary Sewer System* shall be designed and installed in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition. Refer to the Technical Guidance Manual for details and specifications.
- B. *Sewer* shall be:
 - 1. Constructed of a material, approved by the Superintendent or designee, having a minimum internal diameter of not less than eight (8) inches; and
 - 2. Shall be installed with not less than four (4) feet of cover over the top of the pipe.

- C. ***Prohibition of Lift Stations:*** No extension to the Sanitary Sewer System shall incorporate a lift station, unless the Superintendent or designee determines it is impractical to construct a gravity system.

- D. ***Water Mains*** shall be:
 - 1. Cement mortar lined, ductile iron pipe having a minimum internal diameter of not less than six (6) inches; and
 - 2. Alternative size and materials may be utilized in certain circumstances at the COUNTY'S sole discretion; and
 - 3. Installed with not less than five (5) feet of cover over the top of the pipe.

- E. ***Fire Hydrants:***
 - 1. All fire hydrants shall be of six (6) inch dry barrel traffic type with a bury depth of not less than five (5) feet.
 - 2. A gate valve and valve box shall be installed immediately in front of each hydrant.
 - 3. Hydrants shall be set so that the center line of the nozzle is not less than eighteen (18) inches or more than twenty-four (24) inches above finished grade.
 - 4. The COUNTY shall specify the type of hydrant to be installed in order to have consistency across each particular water system.

Sec. 36-253. GOVERNMENT REGULATIONS

Any applicant shall, at the applicant's sole cost and expense, comply with all of the requirements of all COUNTY, municipal, State, Federal, and other applicable governmental authorities, now in force, or which may hereafter be in force.

Sec. 36-254. COUNTY INSPECTION

- A. The Applicant must allow the COUNTY to inspect the construction and installation of all sewers or water mains for a proposed extension to a Water Distribution or Sanitary Sewer System. The applicant must not backfill any trenches until the construction and installation have been inspected and approved by the COUNTY.

- B. At least forty-eight (48) hours prior to a required inspection, the applicant shall contact the COUNTY to arrange for the inspection.

- C. Any applicant or applicant's contractor shall expose all pipes, manholes, valves, etc., at the applicant's own expense, if the extension to a system is covered before the installation is properly inspected.

- D. No connection to a system shall be approved without the required inspection.

Sec. 36-255. RECORD DRAWINGS

The applicant shall provide the COUNTY with a complete set of reproducible mylar record drawings, along with the associated digital files in a format approved by the Superintendent or designee, for the extension to a Water Distribution or Sanitary Sewer System within twenty (20) days after the extension is inspected and construction work is complete. No testing will be allowed until the record drawings have been approved by the COUNTY. All b-boxes and sanitary sewer stubs must be installed as part of the project. All locations must be shown on the plans, with the exact measurements verified by the design engineer. If the applicant does not have the means to generate the record drawings, the mylar, or the digital files, the applicant may pay the COUNTY for such services at a price to be determined by the Superintendent or designee.

Sec. 36-256. DEDICATION OF AN EXTENSION TO THE WATER DISTRIBUTION OR SANITARY SEWER SYSTEM

- A. All extensions to a COUNTY Water Distribution or Sanitary Sewer System, or any new connections to said System, shall be constructed in a public right-of-way or dedicated public utility easement, which is at least twenty (20) feet wide.
- B. Copies of recorded plats of easements must be submitted to the COUNTY within thirty (30) days after construction is complete.
- C. All record drawings, recorded plats of easements, and other requested drawings shall be submitted to the COUNTY prior to connection of any services. This shall also apply to service provided to models.
- D. **STATEMENT OF RELEASE.**
1. A statement of release must be signed by the Owner/Developer constructing said extension, which releases interest of all property rights to the extension (connection) of a Water Distribution or Sanitary Sewer System, upon completion, final inspection, and approval of the extension (connection).
 2. The Statement of Release is set forth in the COUNTY'S Sewer Connection Permit Application Form.
 3. The Statement of Release shall be signed, notarized, and submitted to the COUNTY, upon application for a Sewer Service Connection Permit.
 4. Said Release shall become effective upon the COUNTY'S approval of acceptance by final inspection.
- E. Upon inspection, if the COUNTY determines the extension to a Water Distribution or Wastewater Collection System has been constructed according to the standards specified

in Section 36-252, the COUNTY shall deliver its letter of acceptance of the extension to the Owner/Developer after the COUNTY has received copies of record drawings, copies of recorded plats of easements and the signed Statement of Release.

The Owner/Developer who conveyed the system to the COUNTY shall be responsible for the costs of necessary maintenance and repair to the extension (connection) for a period of one (1) year from the date of completion and acceptance by the COUNTY. The COUNTY shall be responsible for the maintenance and repair to said extension thereafter. The date of final acceptance shall be determined by the date of the COUNTY'S letter of acceptance to the **Owner/Developer**.

- F. Dedications to the COUNTY of any new or existing extension (connection) to a COUNTY Water Distribution or Sanitary Sewer System shall be complete subsequent to the COUNTY'S receipt of recorded plats of easements and record drawings, and upon a final inspection and approval for acceptance of the connections by the COUNTY. All records, including the Statement of Release and Letter of Acceptance, shall be placed in the COUNTY'S file as a permanent record.

Sec. 36-257. FINANCING WATER DISTRIBUTION OR SANITARY SEWER EXTENSIONS

Financing the cost of installing Water Distribution or Sanitary Sewer extensions, replacements, or improvements shall be by one (1) of the following methods:

- A. For all new subdivisions, or parts thereof, not presently connected to a COUNTY Water Distribution or Sanitary Sewer System, the subdivider shall finance the cost of installing such sewer by one (1) or more of the following methods:
1. The subdivider shall, at ~~his~~their own expense, provide a complete Water Distribution or Sanitary Sewer System, including any water mains or sewer connecting the extension to a COUNTY Water Distribution or Sanitary Sewer System. Upon acceptance by the COUNTY, the subdivider shall transfer the ownership of such an extension to the COUNTY, yet shall remain responsible for all necessary maintenance and repair to such extension for a period of one (1) year from the date of acceptance by the COUNTY.
 2. The COUNTY may accept advance cash contributions for the full estimated amount of the cost of the proposed extension from the subdivider. The COUNTY shall accept bids to contract for the work with the understanding that any excess of funds advanced over final costs shall be refunded to the contributors.
- B. For extensions of any water supply or wastewater mains in streets or alleys, which are platted, but which are not a part of a new subdivision, where such water or sewer are intended solely to provide water or sewer service to one (1) or more abutting property owners, the financing of the cost of installing such sewers shall be provided by one (1) or more of the following methods:

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1. The COUNTY may follow the regular special assessment or special service area procedures as established by the Illinois General Assembly and as set forth in the Illinois Compiled Statutes.
 2. The COUNTY may accept advance cash contributions for the full estimated amount of the cost of the work from the persons to be ~~benefited~~benefitted. The COUNTY shall accept bids to contract for the work with the understanding that any excess of funds advanced over final costs shall be refunded to the contributors excluding special service areas.
 3. The property owners or proposed customer(s) may enter into a private contract with a private construction contractor. The COUNTY shall have no interest in the contract other than general supervision to see that the proposed extension complies with COUNTY specifications.
 4. The COUNTY may elect to pay all costs associated with the extension of any water supply or wastewater main and recover said costs from the benefited property owners. The Superintendent or designee shall set the conditions of repayment with the consent of the Public Works Committee.
- C. **The COUNTY does not participate in any private recapture agreements to finance the extension of a COUNTY Water Distribution or Sanitary Sewer System. The COUNTY shall not be liable or responsible for any conditions, provisions, fees, or other terms and requirements set forth in any private agreement between a developer and any third party connecting to a COUNTY Sanitary Sewer System.**
- D. Any or all of the above methods shall first be approved by the Superintendent or designee before permits are issued or construction begins. Plans for any extension must be approved in accordance with this Article.

Sec. 36-258 through 36-299. RESERVED.

ARTICLE 8 NEW COUNTY WELLS, TREATMENT SYSTEMS, AND STORAGE FACILITIES

Sec. 36-300. NEW CONSTRUCTION

The construction of COUNTY wells, treatment systems, and storage facilities proposed to serve new subdivisions not currently connected to a COUNTY Water Distribution System, and not adjacent to either an existing municipal boundary or to an existing municipally-owned water system of a municipality located primarily and principally within DuPage County, shall be by one of the following methods:

1. The COUNTY may construct and/or finance such facilities pursuant to any of the methods authorized within the Illinois Revised Statutes;
2. The titleholder of the land may, at his expense, design and construct such facilities to supply water to a proposed subdivision, subject to the requirements of **Article 7** of this Ordinance.

Sec. 36-301. APPLICATIONS AND REQUIRED DOCUMENTS

- A. If new water wells, treatment systems, and storage facilities are proposed to be constructed by either method listed in **Section 36-300** of this Ordinance, the landowner and developer must submit a Public Works Sewer Permit Application to the Superintendent together with:
 1. Plans for the proposed subdivision, including plats showing all necessary easements dedicated for public utility purposes and required land allocations; and
 2. Proof that the applicant has complied with the requirements of the applicable Zoning Ordinance and has obtained zoning approval for the proposed subdivisions.
- B. Where the landowner or developer proposes to build new water wells, treatment systems, and storage facilities, the landowner or developer shall also submit:
 1. Designs, plans, and specifications for the proposed project which meet all Federal, STATE, and COUNTY requirements; and
 2. All applications necessary to obtain any required Illinois Environmental Protection Agency permits. Such applications must be properly executed.

Sec. 36-302. REQUIRED LAND ALLOCATIONS

Whenever it is proposed that COUNTY water wells, treatment systems, and storage facilities shall be constructed to provide water service for a new subdivision by either of the methods specified in **Section 36-300** of this Ordinance, the landowner shall:

1. Allocate a parcel of land, not to exceed 2 acres in size, suitable for the construction of a well, treatment facilities, and a water tower. Such parcel shall be adjacent to an existing or proposed public roadway and subject to the Superintendent's approval and acceptance;
2. Transfer ownership of such allocated parcel to the County of DuPage by means of a Warranty Deed; and
3. Secure a title insurance policy covering said parcel for the benefit of the COUNTY.

Sec. 36-303. OWNERSHIP OF WELLS, TREATMENT SYSTEM AND STORAGE FACILITIES

- A. The COUNTY shall own all new wells, treatment systems, and storage facilities constructed to serve a new subdivision. Prior to the COUNTY'S accepting ownership of any wells, treatment systems, or storage facilities, the Superintendent shall inspect and approve the installation of all facilities.
- B. The COUNTY, as owner, reserves the right to inspect any and all water main construction projects and to witness any and all tests performed to assure compliance with construction standards.
- C. Ownership of such improvements, if constructed by the landowner, shall be transferred to the COUNTY, together with the land upon which they are situated, by means of a deed.

Sec. 36-304. CONNECTION FEES

- A. Where the COUNTY constructs new wells, treatment systems, and storage facilities to provide a water distribution system for a new subdivision, the landowner or developer shall pay the COUNTY a Connection Fee, as determined by **Section 36-402** of this Ordinance, for each unit connected to the system.
- B. **This Connection Fee must be paid before any premises are connected to the COUNTY Water System.**

Sec. 36-305. NON-METERED USAGE

- A. Where the COUNTY constructs new wells, treatment systems, and storage systems to provide a water distribution system for a new subdivision, the landowner or developer shall pay the COUNTY a monthly charge of 8,000 gallons per Residential Equivalent proposed for connection within the Subdivision, as determined by this Ordinance as listed in **FIGURE D**.
- B. Such Non-Metered Usage Charge shall be payable to the COUNTY beginning on the date on which the COUNTY awards any contracts for the construction of new wells, treatment systems, or storage systems for the new subdivision.

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- C. Such Non-Metered Usage Charge shall be paid by the landowner or developer until such time as any building or premise is sold or leased to a residential or commercial user, who becomes a customer of a COUNTY Water Distribution System.
- D. If the landowner or developer constructs the wells, treatment system, and storage facilities, no Non-Metered Usage Charge shall be due to the COUNTY.

Sec. 36-306. PAYMENTS SUBJECT TO THE PROVISION OF THIS ORDINANCE CONCERNING BILLING AND COLLECTION OF WATER/WASTEWATER FEES

The payment of all Connection Fees, Service Charges, and Non-Metered usage Charges due to the COUNTY under the provisions of this Article shall be subject to the conditions and penalties specified by **Article 14** of this Ordinance concerning Billing and Collection of Water/Wastewater Fees.

Sec. 36-307 through 36-339. RESERVED

ARTICLE 9: WATER SERVICE LINES

Sec. 36-340. SEPARATE SERVICES

A separate and complete service line shall be installed for each distinct property and premises. In no event shall a single service line be allowed to service two (2) properties under separate ownership. Accessory buildings on a single property may be served from the service line to the main building. Separate meters for accessory buildings may be installed either at the request of the person receiving water service or on order of the Superintendent. All such meters shall be installed at the sole expense of the property owner. All water service must be connected directly to a COUNTY water main.

No connection of a domestic water service line will be allowed to a fire protection supply service line. If an existing connection to a fire protection supply service line is determined, the owner shall be required to modify this connection to meet the requirements of this Ordinance. Failure to comply with this requirement shall result in a fine of no more than one thousand dollars (\$1,000.00) per day of non-compliance.

Sec. 36-341. WATER SERVICE MATERIALS AND INSTALLATION

- A. All Water service lines shall be installed in accordance with the Illinois Plumbing Code and the Standard Specifications for Water and Sewer Main Construction in Illinois.
- B. It is illegal to use any pipe, plumbing fitting fixture, solder, or any flux, in the installation or repair of a public water system or customer's drinking water plumbing unless it meets the State of Illinois' new definition of lead-free. The new definition of ~~lead-free~~lead-free means:
 1. Not containing more than two tenths percent (0.2%) ~~percent~~ lead when used with respect to solder and flux; and
 2. Not more than a **weighted average of one quarter percent (0.25%) ~~percent~~ lead** when used with respect to the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.
- C. Refer to the Technical Guidance Manual for details and specifications.

Sec. 36-342. LOCATION OF CURB STOP (BUFFALO BOX)

- A. A curb stop (buffalo box) shall be installed in the parkway at a point eighteen (18) inches from the outer edge of the sidewalk and within plus or minus one inch of the finished grade. If no sidewalk exists, the curb stop shall be installed six (6) feet outside the lot line and within plus or minus one inch of the existing grade.

- B. In areas where there are no parkways, curb stops (buffalo boxes) may be located at such points as are approved by the Superintendent.
- C. **All curb stops (buffalo boxes), installed subsequent to the effective date of this Ordinance, must be placed in an accessible location.** In the event the developer/builder inadvertently installs a curb stop (buffalo box) under a driveway, paved or otherwise, or locates the curb stop (buffalo box) in any other area inaccessible by the COUNTY, the developer/builder shall be required by the COUNTY to relocate said curb stop (buffalo box) at the sole expense of the developer/builder.
- D. In no event shall the issuance of a permit by the COUNTY imply acceptance of any liability by the COUNTY for any damage to such box or expense of necessary relocation.

Sec. 36-343. SERVICE PIPES

Service pipes from the distribution water main to and including the meter yoke of the connected premises shall be installed by, and at the sole cost of either the owner of the premises or the applicant for water service.

Sec. 36-344. RESPONSIBILITY FOR MAINTENANCE AND REPAIR

- A. The COUNTY shall be responsible for the maintenance of the water service lines from the water main to the center of the curb stop valve.
- B. The owner of a connected building or premises shall be responsible for maintenance of the water service line from the center of the curb stop valve to and throughout the connected property. Such maintenance shall include, but not be limited to keeping the water piping and fixtures **on the owner's property** in good repair and free from water leaks. In the event leakage or faulty plumbing results in the waste of water, the owner shall make necessary repairs promptly upon notice from the COUNTY. If the owner fails to make required repairs within the time specified in the notice, the water supply shall be discontinued until such repairs are made and the COUNTY is notified.
- C. The COUNTY reserves the right to make repairs to the line if the property owner, after proper notification by the COUNTY, and after five (5) working days, fails to repair such line. In the event the COUNTY determines it is necessary to repair the water line on the owner's property, the COUNTY reserves the right to recapture all costs, including labor, materials, and equipment, for repair of the water line.

Sec. 36-345. PERMIT FOR REPAIRS OR ALTERATIONS

- A. The owner of any connected premises, the occupant thereof, or the user of the Water System shall apply to the COUNTY for a permit before making any alterations to a water service line or connection.
- B. The Superintendent's approval shall be required before such alterations are begun.

C. The customer must pay an inspection fee as set forth in **FIGURE D** and call 24 hours in advance to schedule an appointment. The contractor shall excavate the water at the property line following Illinois State Construction Standards. The contractor shall use material approved by the department to cap the service line at the property line. The contractor must shut off the b-box, excavate on the private property side of the b-box, and install a brass plug in the round-way valve, or by another method approved by the Superintendent. All completed work must be witnessed by the County inspector before it is backfilled.

D. Water service disconnect

If a building is to be constructed on a vacant lot within one year, a temporary water disconnection may be allowed. Refer to the Technical Guidance Manual for additional details and specifications.

Sec. 36-346. RIGHT OF INSPECTION AND TESTING

A. The COUNTY reserves the right to inspect the installation of water service lines between the water main and the water meter.

B. Any contractor installing water service shall notify the COUNTY’S Department of Public Works by calling 630-407-6800 at least twenty-four (24) hours before installation begins. The contractor shall not tap the water main until a COUNTY representative has tested and approved the installation and has established service to the curb stop.

~~B-C.~~ The Contractor shall be required to expose all pipes and valves, at the contractor's expense, if the work is covered before an installation is properly inspected. No water service shall be permitted where an installation is not approved by the COUNTY.

Sec. 36-347. WATER CONSERVATION PRACTICES

The following water conservation practices shall be implemented in all new construction whenever applicable. Variances from these requirements shall be at the Superintendent’s sole discretion:

A. Metering of all new construction.

B. Metering of existing non-metered services as part of any major remodeling.

C. The installation of the following water efficient plumbing fixtures in all new construction and in all repair or replacement of fixtures or trim:

Fixtures	Maximum Flow
Water Closets, tank type	1.6 gal per flush
Water Closets, flushometer type	1.6 gal per flush

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Urinals, tank type	1.0 gal per flush
Urinals, flushometer type	1.0 gal per flush
Shower Heads	2.5 GPM
Lavatory, sink faucets	2.2 GPM

- D. The installation of closed system air conditioning in all new construction and in all remodeling.
- E. The requirement that all lavatories for public use in new construction or remodeling be equipped with metering or self-closing faucets.
- F. The requirement that all newly constructed or remodeled car wash installations be equipped with a water recycling system.
- G. Practices must be followed which will restrict non-essential outside water uses to prevent excessive, wasteful use. In addition, unrestricted lawn sprinkling will not be allowed from May 15 – September 15 of each year. Outside watering requirements and restrictions from May 15 – September 15 shall be as follows or as designated by the Superintendent.

Outside watering shall not be used on any day between the hours of 10:00 A.M. and 7:00 P.M., when evaporation is at its highest. Outside watering will be allowed before 10:00 A.M. or after 7:00 P.M., as determined by street number and day of the month (odd/even sequence). Odd street addresses may water on the odd days of the month and even street addresses may water on the even days of the month. New lawns (less than 3 months old) may be exempted from this provision upon prior approval from the COUNTY. In addition, new/replacement sprinkler systems shall be equipped with a WaterSense labeled irrigation controller and shall be in compliance with Section 2.5(g) of the Illinois Plumbing License Law [225 ILCS 320]. for the purpose of:

1. Watering or sprinkling gardens, lawns, trees, shrubs and other outdoor plants, except that such restrictions shall not prohibit the watering of newly planted gardens, lawns, trees, shrubs and plants with hand held water devices.
2. Filling swimming pools; and
3. Pursuant to 17 Ill. Adm. Code 3730.307 (c) 4) and subject to the Illinois Plumbing Code (77 Ill. Adm. Code 890) and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code (77 Ill. Adm. Code 892), all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designed by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

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Any violations of the watering restrictions established by the Superintendent shall be punishable by a fine not less than one hundred dollars (\$100.00) nor to exceed one thousand dollars (\$1,000) or other remedy available at law or in equity (pursuant to authority granted at 55 ILCS 5/5-113 and 5/5-15001, et seq.).

- H. The COUNTY reserves the right to enact any measures required to accurately account for water used, leakage in system or any other purposes.

Sec. 36-348 through 36-369. RESERVED

ARTICLE 10: WATER METERS

Sec. 36-370. WATER TO BE METERED

- A. No water shall be withdrawn from a COUNTY Water Supply and Distribution System except through a COUNTY-approved water meter.
- B. All new water meters installed on service lines connected to a COUNTY Water System, are required to be equipped with radio transceivers.

Sec. 36-371. METER TYPE

- A. All meters purchased by a resident homeowner or a developer, for use on private well for metered sewer charges or for use with the COUNTY public water supply, shall be the Sensus IPERL or Sensus OMNI type water meter with a radio transceiver, or other water meter as approved by the department.
- B. Meters are to read in U.S. Gallons.

Sec. 36-372. METER FURNISHED BY COUNTY

The COUNTY shall furnish and set all meters and radio transceivers, and will charge user for same in accordance with the figures set forth in **FIGURE D**.

Sec. 36-373. METER REQUIREMENTS

- A. Prior to the installation of any meter the owner of the connected premises or the user of the water system shall install an appropriate meter span/meter yoke at the owner's expense. Meters installed require an electrical grounding strap.
- B. Prior to water being withdrawn from the COUNTY system a COUNTY approved water meter shall be installed by the user. All users shall be billed based on a non-metered user rate from the date of connection, until an installed meter has been sealed and inspected by the COUNTY.
- C. The COUNTY shall install a radio transceiver when the installed meter is sealed and inspected.
- D. A meter will be required to be installed at the time of the rough plumbing inspection.
- E. An isolation valve shall be installed on both the inlet and outlet side of the meter. If the valves are found to be non-operational, the account holder is required to replace at the owner's expense.
- F. Meters installed require an electrical grounding strap. The location of the water meter and radio transceiver (endpoints/touchpads) shall be readily accessible to the COUNTY'S

inspectors. If the water meter is located such that accessibility by the COUNTY inspectors is obstructed, (i.e. plantings, walls, bricks, appliances, hot water heater, etc.), the COUNTY shall issue a notice to the account holder requesting the removal of the obstruction within fourteen (14) days. If the obstruction is not removed within such time then the COUNTY may, at its option, terminate water supply to the property or bill for water usage at the standard rates prescribed for unmetered usage. The COUNTY shall not be responsible for any restoration or replacement costs to such obstructions.

- G. All multi-family, commercial, and residential development shall have a one-half ($\frac{1}{2}$) inch thin wall conduit line running from the meter span pipe to an outside wall no lower than six (6) inches above ground for remote outside reader wire.

Sec. 36-374. METER LOCATION

All meters must be set inside the connected premises which they serve, at a point free from frost danger, and readily accessible to the meter reader. The meter should be within 18" of the service line entering the home. All meter installations are subject to the Superintendent's approval concerning the location and method of installation. Where a water meter is so located that it is not readily accessible to reading by the COUNTY, or in the event any given user's water meter cannot be read, the Superintendent is hereby authorized to request in writing that the property owner, at the property owner's expense, remove any obstruction within a time limit set by the Superintendent.

Sec. 36-375. METER INSTALLATION

- A. All meters installed pursuant to this Ordinance shall be installed horizontally, unless the manufacturer's requirements specify some other method of installation.
- B. In such a case, the Superintendent shall approve any such alternative installation before the work is performed.

Sec. 36-376. SINGLE METER FOR MULTIPLE FAMILY BUILDINGS

The owner of multiple-family or multiple-occupancy buildings under single ownership may request a single meter for the entire building. Such owner shall be responsible for the payment of water charges for the whole building.

Sec. 36-377. METER AND RADIO TRANSCEIVER MAINTENANCE AND REPAIR

- A. It shall be the duty of the owner of the connected premises, the occupant thereof, and the Water System user to preserve and to protect any meter and radio transceiver installed on the premises from damage by freezing, excessive heat, mechanical injury, and from theft.
- B. The account holder shall be charged for the costs of repairing or replacing a meter or radio transceiver damaged or lost for any of the above-described reasons.

C. Meter testing alternatives.

1. If the user requests his/her meter to be inspected, the COUNTY shall, without cost to the user, provide inspections by a COUNTY employee.
 - a. The account holder may request that the meter be removed and sent to an independent testing facility. The COUNTY employee will then remove the meter and install a substitute meter. The account holder's meter shall be sent out by the COUNTY for such tests.
 - i.) If the independent test finds the meter to be accurate then the account holder shall be charged the actual cost of the independent meter testing plus a department processing fee. (See **FIGURE D**).
 - ii.) If the independent test facility finds the meter to be faulty, then the COUNTY shall, without cost to the account holder, pay the cost for such tests and install a replacement meter at the account holder's location.
2. If the meter is found to have been faulty, then the account holder may request adjustment of his/her billing to reflect the average of prior years' usage for the same period.

Sec. 36-378. METER TESTING AND REPAIR

- A. The COUNTY retains the right to inspect, repair and replace the meters and radio transceivers upon reasonable notice to the owner of the premises. If a customer fails or refuses to allow the COUNTY or its designated contractor reasonable access to premises on which the water meter is located, the COUNTY reserves the right to terminate water service to such premises.
- B. The Superintendent shall from time to time order the routine inspection and testing of water meters. Between routine tests the Superintendent shall order the inspection and testing of any water meters which the COUNTY suspects to be out of order.
- C. Any water meter which is tested and found to be faulty, shall be repaired or replaced at the COUNTY'S expense, except as otherwise provided in **Sec. 36-377**.

Sec. 36-379. METERS OWNED BY THE COUNTY

All water meters owned by the COUNTY shall remain the property of the COUNTY. The service charge to the user is for the long-term repairs and maintenance of the meter and radio transceiver and does not confer any ownership rights.

Sec. 36-380. FAULTY METERS

- A. Whenever the COUNTY has knowledge that any meter fails to properly register the amount of water passing through it, the account holder shall be charged the amount billed for a corresponding period of time during the previous year.
- B. If no record for the previous year exists, a charge shall be estimated based upon the standards shown for unmetered usage. The account holder shall pay the amount so estimated.

Sec. 36-381. LEAKAGE

The user shall be responsible for maintaining all pipes and fixtures on the connected premises. No credit for water service will be given to the account holder on excess meter charges caused by leakage and waste on the connected premises, whether or not the user has knowledge of such leaks. The account holder may request a credit for sewer service charges in cases where documentation is provided that clearly indicates a failed water line or leak within the account ~~holders's-holders'~~ water system has caused an increase in the sewer service charges portion of their bill and the water did not enter the sewer system; staff will readjust the sewer bill to a typical monthly charge for that time of year. In cases where the water leak does enter the sewer system, staff will credit fifty percent (50%) of the increased charges, compared to typical monthly sewer charges for that time of year for the duration of the leak as confirmed by staff.

Sec. 36-382. USE OF WATER FROM FIRE HYDRANT

- A. Prior to using water from any fire hydrant connected to a COUNTY Water System, the user shall apply to the COUNTY for a hydrant meter for such use.
- B. A hydrant meter will be issued upon completion of the appropriate form, and payment of deposit equal to one hundred fifty percent (150%) of the current market value of the hydrant meter, plus a non-refundable five-dollar (\$5.00) per day use charge. The deposit will be refunded upon payment for the water used and return, during regular business hours, of the hydrant meter in good working condition.

Sec. 36-383. UNAUTHORIZED USE OF UNMETERED WATER

- A. In any case where a building or facility is connected to a COUNTY Water System and an approved water meter has not been installed, the account holder shall be liable for payment for all such water used as estimated pursuant to the standard formula for unmetered use as well as an additional fine of one-thousand dollars (\$1,000.00) per occurrence.
- B. If the user of DuPage County water fails to arrange with the COUNTY for installation of an approved meter on the premises within fourteen (14) days after being directed to do so by the COUNTY, water services to the premises shall be terminated according to the procedures specified in **Section 36-508** of this Ordinance.

Sec 36-384. ADVANCE METER INFRASTRUCTURE (AMI) METER OPT-OUT POLICY

- A. In order to modernize meter reading and billing services available to customers, the COUNTY is installing automated water meters with technology that transmits data back to COUNTY offices. This technology uses a radio transceiver that sends usage data from the service location's meter. The radio transceiver is connected to the meter by wire and sends readings wirelessly utilizing radio frequency.

- B. Despite the many advantages of the system, the COUNTY recognizes that some customers may want to opt-out of the AMI technology. The COUNTY has developed an option of no radio transceiver – manual meter read. However, if this option is selected the existing water meter must still be replaced if the COUNTY determines replacement is required under **Sec. 36-378**. Under this option, there would be no radio transceiver installed to send the meter data. The COUNTY would utilize an outside wired touchpad connected to the meter and take a manual read of meter usage. In order to cover the cost of manually reading the meter, manually entering the meter data and travel costs, a charge established in **FIGURE D**, which shall be amended from time to time, would be assessed on utility bills as a bi-monthly charge. As a consequence of this option, the customer would not benefit from leak detection notification. Upon transfer of account, the installation of a radio transceiver will be required. The COUNTY will also install a radio transceiver if the current property owner decides to exit the opt-out of the AMI technology. Under both of these circumstances the radio transceiver will be installed by the COUNTY or its designated contractor at the COUNTY'S expense.

Sec. 36-385 through 36-399. RESERVED

ARTICLE 11: WATER CONNECTION PERMITS AND FEES

Sec. 36-400. APPLICATION AND FEE

No permit for connection to or extension of the COUNTY'S Water System shall be issued until the appropriate application has been filed and the Water System Connection Fee has been paid.

Sec. 36-401. APPLICATION FORM

All applications for permits for connection to or extension of the COUNTY'S Water System shall be submitted to the COUNTY on a form furnished by the COUNTY. The permit application shall be accompanied by plans, specifications, and/or other relevant information as determined by the Superintendent. Only properly executed application forms will be accepted for review.

Sec. 36-402. WATER CONNECTION FEES

The charge for connecting any premises, structure, or facility to the COUNTY'S Water Supply or Distribution System shall be determined by the size of the meter installed, plus the water meter fee. The Connection Fee is listed in **FIGURE D**, the **DUPAGE COUNTY WATER/WASTEWATER USE CHARGES**.

Water Connection Fees shall be paid before any premises are connected to a COUNTY Water System.

Sec. 36-403. WATER METER USER FEES

- A. Water Meter User Fees shall include the cost of the inspection, sealing, use and maintenance of the water meter and installation of the radio transceiver.
- B. The water meter user fees shall be paid at time of obtaining a water connection permit.

Sec. 36-404. RADIO TRANSCEIVER

For those water meters installed prior to the effective date of this Ordinance, the COUNTY may, without cost to the account holder, install a radio transceiver when the meter is replaced, or removed for testing.

Sec. 36-405. DISPUTES AND PROTESTS

Any dispute, or protest, regarding actions, water connections fees, water installation fees, and/or permits may be made by following the procedure set forth in **Article 18**, Appeals Procedure.

Sec. 36-406. REFUNDING CONNECTION FEES

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If the Superintendent of Public Works, acting pursuant to the provisions of **Article 18**, determines that an applicant is entitled to a refund of a water connection fee, such fee shall be refunded, minus an amount equal to the Department Processing Fee (see **FIGURE D**).

Sec. 36-407 through 36-419. RESERVED

ARTICLE 12: SERVICE CHARGES FOR USE OF WATER SYSTEM

Sec. 36-420. WATER SERVICE CHARGE

- A. A Water Service Charge shall be billed bimonthly to the landowner or developer of a new subdivision for each platted lot in a new subdivision.
- B. The Water Service Charge shall be calculated by multiplying the Service Rate by the number of residential equivalents assigned to the platted lot. Such Water Service Charge shall be charged as of the date that the COUNTY has approved the connection, all applicable fees have been paid and sewer service becomes available from the COUNTY. Such charge is a minimum, which shall be due regardless of whether or not any sewage is actually being discharged during any given period.
- C. The water rates are set forth within the rate schedule in **FIGURE D** of this Ordinance.

Sec. 36-421. WATER CHARGES

- A. Water charges will be calculated on a bimonthly basis or quarterly basis as determined by the COUNTY and adjusted for any previous consumption and/or adjustments, which water charges shall be based upon the rate schedule set forth in **FIGURE D**.
- B. A minimum charge equal to or greater than the charge for 8,000 gallons per month for non-metered usage.

Sec. 36-422. BULK SOFTENED WATER RATE

- A. A bulk softened water rate is to be charged to municipalities adjacent to the DuPage County Water System which require water on an emergency basis or in instances when the COUNTY provides water to customers that are located within an incorporated area, yet are on distribution mains which are not owned by the COUNTY.
- B. The bulk-softened water rate is the actual COUNTY softened water rate, excluding costs for hydrant flushing, valve turning, and repair of main breaks. The bulk water rate is set forth in **FIGURE D**.

Sec. 36-423 through 36-449. RESERVED

ARTICLE 13: LIMITATIONS ON WATER USE

Sec. 36-450. PERIOD OF REGULATION

The Superintendent may issue a directive limiting water usage when the weather, equipment malfunction, or other conditions limit water supply availability. Under this directive, water from any COUNTY Water Supply and Distribution System, shall be curtailed as specified for non-critical usage. Non-critical usage shall include, but not be limited to:

- A. Watering or sprinkling gardens, lawns, trees, shrubs, and other outdoor plants, except that such restrictions shall not prohibit the watering of newly planted gardens, lawns, trees, shrubs, and plants with hand held watering devices; and
- B. Filling swimming pools and ponds; and
- C. Washing vehicles, houses, trailers, driveways and sidewalks.

Sec. 36-451. ADMINISTRATIVE REGULATION OF WATER USE

Whenever the water supply from any COUNTY Water Supply or Distribution System is diminished, from any cause, to the point where the public health, safety, and welfare of the area served by said system or, any part thereof, is endangered in the opinion of the Superintendent, the Superintendent may issue an administrative notice for a period not to exceed seven days (7) providing for the following:

- A. A total prohibition of the use of water from the System, or any part thereof, for the purpose set forth in **Section 36-450** above; or
- B. Regulating the amount of water used by Commercial and Industrial Users within the System or any part thereof; or
- C. Regulating the hours of use for some or all purposes.

Sec. 36-452. PUBLIC NOTIFICATION OF ADMINISTRATIVE REGULATION OF WATER USE

Any administrative notice issued, pursuant to **Section 36-452** shall not extend beyond a seven-day period commencing at 12:01 a.m. of the day following its promulgation. The Superintendent's best effort shall be used to make the contents of such notice known to the public, and to those affected thereby. Such publication may include news releases to newspapers, radio, and television stations. Upon the promulgation of such a notice, the Superintendent shall notify the Chairman of the DuPage County Board and the Chairman and members of the Committee of said Board responsible for the Public Works Department of DuPage County. The County Board may consider said administrative notice and may modify, extend, or terminate said notice. Any person, firm, or corporation violating the provisions of any administrative notice issued under this Article, shall be

deemed to be in violation of this section of the Ordinance and shall be liable for the penalties provided in **Section 36-453** hereof.

Sec. 36-453. WATER USE FINES

Any person, firm, or corporation, violating or knowingly allowing the violation of any provision of this Article, shall be guilty of a petty offense punishable by a fine not to exceed one thousand dollars (\$1,000.00) with each day the violation persists constituting a separate offense, or other remedy available at law or in equity. Violation of this Article shall be a petty offense as defined in Chapter 730, paragraph 5/5-1-17 of the Illinois Compiled Statutes.

In case any person, firm or corporation, or anyone acting on behalf said person, firm, or corporation, is in violation of this Ordinance, the proper authorities of the COUNTY, may in addition to other remedies, institute any appropriate action or proceedings in equity to prevent or abate such violation and to further prevent any illegal act.

Sec. 36-454 through 36-469. RESERVED

ARTICLE 14: BILLING & COLLECTION OF WATER/WASTEWATER FEES

Sec. 36-470. LIABILITY FOR PAYMENT FOR SERVICES

- A. Any owner or occupant of a connected premises receiving service provided by a COUNTY Water Supply or Distribution System or Sanitary Sewer System, shall be jointly and severally liable to the DuPage County for the payment of any charges resulting from such use.
- B. The account holder shall be liable to make full payment for all charges billed by the COUNTY within the time period provided by notice on such bill. If the account holder is a tenant and fails to pay charges in a timely basis, the County may notify the owner of such delinquency in advance of any lien. If an account holder disputes any billing for water/wastewater charges by the COUNTY, such account holder may petition the COUNTY in writing for a review and demand explanation for such billing. If it is determined that an overbilling has occurred, then the COUNTY shall be liable to reimburse the account holder. Any billing not questioned within six (6) months of the date of the bill will be considered to have been accepted by the account holder or owner as correct.

Sec. 36-471. BILLING FOR SERVICES

- A. Any fees or charges for the use of a COUNTY Water Supply Distribution System, COUNTY POTW, and/or Sanitary Sewer System shall be billed and payable every two (2) months or quarterly as determined by the COUNTY, either of which shall constitute the billing period.
- B. Bills for Water Service or Wastewater Treatment Service shall be mailed to Users every other month or quarterly as determined by the COUNTY.
- C. Regardless of the number of units in a building or complex, there shall be only one (1) bill issued per meter. A connected premises which is served by a common system of water or wastewater services measured through a single meter, which connected premises contains multiple units shall receive one (1) bill per billing period. In the event that more than one (1) unit is served by a common meter, it shall be the responsibility of the owner/developer to establish an association which will be liable for the payment of the total bill for such meter. If an association has not been established, service bill(s) shall be mailed to the condominium or complex management office. Water service and/or wastewater treatment service bills will not be mailed to individual non-metered unit owners or occupants. Failure of the association or complex management to pay such total bill shall result in the same potential for liens or for termination of service to all those served by the single meter as otherwise provided in Sections 36-473 and 36-475.
- D. All User bills shall be due and payable twenty-one (21) days after the date of mailing. An eight percent (8%) penalty, per billing period, may be assessed against the current charges of the outstanding balance of any bill not paid by the twenty-first (21st) day after it has been rendered, unless otherwise regulated by State statute.

Sec. 36-472. RETURNED CHECK AND CREDIT CARD CHARGE BACK FEE

Any User, whose check or credit card payment is returned from a financial institution for any reason, will be charged a handling fee as indicated in **FIGURE D**, which will be added to the User's account. In addition, penalty charges, as required, will also be added to the account.

Sec. 36-473. TERMINATION OF SERVICE

- A. If the charges for use of COUNTY Water Supply and Distribution or Wastewater Treatment Services are not paid within forty-five (45) days after the date of the bill for such services, either wastewater treatment service, or water service, or both such services, may be discontinued. The Superintendent or designee shall give written notice of their intention to terminate service within ten (10) working days by: a) depositing said notice in the U.S. mail, sending first class mail, postage prepaid, b) in a sealed envelope, by hand delivering said notice to the owner of any connected premises, the occupant thereof, or Users of water or wastewater treatment services, or c) by posting such notice in a prominent place on the premises.
- B. Such notice shall contain information defining the termination appeal procedure. ~~Such notice shall contain the date and time for hearing before the Public Works Committee of the DuPage County Board. The person so appealing may appear in person, by counsel or in writing at such hearing, under Section 36-660 of this Ordinance. However, the Superintendent and/or Public Works Committee will not consider any termination appeal which asserts facts and/or reasoning that were presented, or reasonably available to be presented, during a previously decided Section 36-660 request for variance and/or appeal.~~
- ~~C. The Public Works Committee shall hear and decide the appeal on the date set by the notice of termination and shall render its decision in writing. The decision shall also appear in the minutes of the Public Works Committee.~~
- ~~D.C.~~ If an account holder receives notice that service will be terminated for non-payment, all past due amounts must be paid within ten (10) working days of the date on which the notice is either deposited in the U.S. mail or posted on the connected premises in order to suspend the termination action. All past due amounts must be paid to the COUNTY in cash, credit card (online only), money order, cashier's check or certified check. Any payment/method that is rejected, withdrawn by the customer, or otherwise stopped (e.g., non-sufficient funds, credit disputes, stop payments requests, etc.) shall not extend the period within which service may be terminated under this section.
- ~~E.D.~~ An account holder shall pay for re-establishment of the sewer/water service as listed in **FIGURE D**, online or in person between the hours of 8:00 am and 2:00 pm, Monday through Friday, except on holidays to have service restored the same day. All re-establishment charges must be paid at the Department of Public Works Office during regular working hours, regardless of the time reconnection shall occur. Fees must be paid before re-establishment of the sewer/water service will be scheduled.

If a physical disconnection of a service line has been conducted, a reconnection charge as listed in **FIGURE D**, shall be due to the DuPage County ~~of DuPage~~, prior to reconnection

of sewer/water service. Fees must be paid before reconnection of sewer/water service will be scheduled.

Payment must be made to the Department of Public Works in cash, credit card (only if paying online), money order, cashier's check, or certified check.

Sec. 36-474. LIEN/NOTICE OF DELINQUENCY

- A. Whenever a bill for use of COUNTY Water Supply and Distribution or Sanitary Sewer Service remains unpaid for forty-five (45) days after it has been rendered, the Superintendent or designee, or his/her designee, may file with the County Recorder of Deeds a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the COUNTY claims a lien for this amount as well as for all charges subsequent to the period covered by the bill. A copy of this statement and a delinquency notice shall be sent to the customer who's delinquent and the owner of record at the time the lien is filed.
- B. If the COUNTY has notice that any User of water or sanitary sewer services, whose bill is unpaid, is not the owner of the connected premises, the COUNTY shall forward notice of the lien to the owner of the premises when the owner's identity and address become known.
- C. The failure to record such lien or to mail such notice, and/or the owner's failure to receive such notice, shall not affect the COUNTY'S right to undertake foreclosure action as provided for in Section 36-476.

Sec. 36-475. COLLECTION OF UNPAID CHARGES

The State's Attorney is authorized to institute any proceeding necessary to collect a bill which has remained unpaid forty-five (45) days after it was rendered, against the owner and/or occupant of property serviced by COUNTY water and sewer, and/or the account holder for such services. In any judgement for a delinquent account DuPage County shall be entitled to all court fees, charges and reasonable attorney expenses. Further, property subject to a lien for unpaid charges may be sold for nonpayment of the same, and the proceeds of the sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. The State's Attorney is authorized to institute such proceedings, or any other proceeding the State's Attorney deems appropriate, in the name of DuPage County, in any court of competent jurisdiction, against any property for which the bill has remained unpaid forty-five (45) days after it has been rendered.

Sec. 36-476. REVENUE

All revenues and moneys derived from the operation and maintenance of the Water Supply and Distribution or POTW and/or sanitary sewer service, shall be deposited in accordance with the most recent DuPage County ~~of DuPage~~ Revenue Bond Ordinance, and applicable State of Illinois Statutes.

Sec. 36-477. ACCOUNTS

The Superintendent or designee shall establish a system of accounts and shall keep proper books, records, and accounts in accordance with the most recent DuPage County Revenue Bond Ordinance.

Sec. 36-478 through 36-489. RESERVED

ARTICLE 15: REVIEW OF WATER/WASTEWATER USER CHARGES

Sec. 36-490. ANNUAL ADJUSTMENT OF WATER/WASTEWATER CHARGES

The implementation of charges hereby established for Water/Wastewater Use shall be determined by the Superintendent or designee on a yearly basis, and if adopted by the County Board, the rates shall be in effect at a date specified by the County Board. -The approved schedule of rates shall be published on **FIGURE D** and available for inspection at the COUNTY.

Sec. 36-491. COUNTY REVIEW OF USER CHARGES

The COUNTY shall review its User charges at least once every two (2) years, in order to accomplish the following purposes:

- A. The proportionate distribution of operating, maintenance, and replacement costs among Users.
- B. The generation of sufficient revenue to pay the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the Water Supply and Distribution System, the POTW, and sanitary sewer system; and
- C. The generation of sufficient revenues to pay the principal and interest on all revenue bonds issued to construct any POTW, sanitary sewer system, or extension of the Water Supply or Distribution System.

Sec. 36-492. NOTICE OF RATES

A copy of this Ordinance, and any amendments hereto, properly certified by the DuPage County Clerk, shall be filed in the office of the Recorder of Deeds of DuPage County. A minimum of thirty (30) days prior to the effective date for any rate change for water/wastewater use services, notice of said change and the proposed rates shall be published in a newspaper of general circulation in the DuPage County ~~of DuPage~~. Publication shall be deemed proper notice to all owners of connected premises, occupants thereof, and Users of water/wastewater services, of the charges set forth in this Ordinance and amendments thereto.

Sec. 36-493. ACCESS

The IEPA, or its authorized representative, shall have access during normal business hours to any books, documents, papers, records of the COUNTY which are applicable to the COUNTY water/wastewater systems or User charges for the purpose of making audits, examinations, excerpts, and transcriptions thereof, to ensure compliance with the terms of the Special General conditions of any State Grant.

Sec. 36-494 through 36-499. RESERVED

ARTICLE 16: PROTECTION OF WATER/WASTEWATER FACILITIES

Sec. 36-500. NO UNAUTHORIZED ENTRY INTO WASTEWATER SYSTEMS

No unauthorized person may intentionally enter any manhole, lift station, or structure comprising any part of the COUNTY POTW, sanitary sewer system, or any appurtenances thereof.

Sec. 36-501. PENALTIES FOR USE OF UNMETERED WATER

- A. Any person who causes or allows the service line to be tapped ahead of the water meter, shall be subject to the penalties authorized by this Ordinance, and to termination of water service.
- B. No User of the COUNTY'S Water Distribution System may receive unmetered water, except in the case of a temporary emergency and with the Superintendent or designee's consent.

Sec. 36-502. NO UNAUTHORIZED OPERATION OF WATER SUPPLY OR DISTRIBUTION SYSTEM

No unauthorized person is allowed to interfere with or operate any valve or hydrant, nor enter any structure which comprises any part of the COUNTY'S water system or its appurtenances.

Sec. 36-503. NO TAMPERING WITH WATER METER

No unauthorized person is allowed to tamper with any water meter or in any way interfere with the proper recording of water passing through the meter.

Sec. 36-504. NO UNAUTHORIZED CONNECTION

No unauthorized person is allowed to make any connection to the sanitary sewer system or water distribution system.

Sec. 36-505. NO PRIVATE WATER SUPPLY CROSS CONNECTION

No private water supply system, which receives its water supply from any well, cistern, or other source, shall connect directly or indirectly with any pipe or system of pipes receiving water from the COUNTY Water System.

Sec. 36-506. TERMINATION OF WATER/WASTEWATER TREATMENT SERVICE FOR UNAUTHORIZED USE

- A. Where any water or sewer pipes or connections installed on connected premises are unauthorized, defective, or present a danger to the public health, the Superintendent or designee may, upon proper notice, terminate the water supply or sewer connection to such connected premises.

- B. Where such termination is ordered, the Superintendent or designee shall notify the owner of the connected premises, the occupant thereof, or the User of the COUNTY'S Water/Wastewater System. Such notice shall contain a list of repairs that must be made, or connection and User fees, which must be paid before water or sewer service will be restored.
- C. Water or sewer service shall not be restored to such premises until all repairs ordered by the Superintendent or designee have been completed, inspected, and approved by the Superintendent or designee, and arrangements for payment of fees due have been approved by the Superintendent-or designee.

Sec. 36-507. EMERGENCY AUTHORITY-INJUNCTIVE RELIEF

In circumstances of substantial danger to the environment or ecosystem, or imminent danger to the public health, welfare, or livelihood of persons, the State's Attorney, upon the request of the COUNTY, may institute a civil action for an immediate injunction to halt any discharge or other activity, which presents or may present an endangerment to the environment or ecosystem, or which threatens to interfere with the operation of a water supply and distribution system, POTW, or sanitary sewer system. The State's Attorney may also pursue any such other action that may be necessary and permitted by applicable law.

Sec. 36-508. CRIMINAL COMPLAINT

The State's Attorney, is hereby authorized to sign a criminal complaint on behalf of the COUNTY, alleging a violation of this Ordinance or of the Criminal Code of 1961 (Illinois Compiled Statutes, Chapter 30, paragraph 5/5-1-17) or of the Illinois Environmental Protection Act (Illinois Compiled Statutes, 1992, Chapter 415, paragraphs 5/43 and 5/44.

Sec. 36-509. FINES

- A. Violation of this, a COUNTY Ordinance, except as otherwise provided, shall be subject to punishment for a petty offense with a fine not to exceed one thousand dollars (\$1,000.00), or other remedy available at law or in equity (pursuant to authority granted at 55 ILCS 5/5-1113 and 5/5-15001, et seq.). Each day the violation persists constitutes a separate violation.
- B. In case any person, firm or corporation, or anyone acting on behalf of said person, firm, or corporation, is in violation of this Ordinance, the proper authorities of the COUNTY, may in addition to other remedies, institute any appropriate action or proceedings in equity to prevent or abate such violation.

Sec. 36-510. LIABILITY

- A. Any person, firm, or corporation which releases any prohibited or harmful discharge (as defined in Article 2, Section 36-10 of this Ordinance) into the sanitary sewer system, shall be liable for all costs incurred by the COUNTY for disposing of sludge contaminated by

such prohibited wastes and for purging the POTW or sanitary sewer system of such prohibited wastes. Such person, firm, or corporation shall also be liable for any fine or civil penalty incurred by the COUNTY by reason of discharging such prohibited wastes or waste by-products into the waters of this STATE.

- B. If the Industrial User of a POTW is not in compliance with the System of Industrial User Charges required by this Ordinance, or any other regulations promulgated by the COUNTY hereunder, the system of charges and regulations may be enforced directly against the Industrial User by the COUNTY or by the State's Attorney, proceeding in a court of competent jurisdiction, to secure payment for any charges owed.

Sec. 36-511. CROSS-CONNECTION CONTROL PROGRAM

- A. All plumbing installed within the jurisdiction of the DuPage County Department of Public Works shall be installed in accordance with the Illinois Plumbing Code, 77 ILL. Adm. Code 890. In accordance with the Illinois Plumbing Code, or if in the judgment of the Superintendent or designee of the Department of Public Works, ("Superintendent or designee") an approved backflow prevention device is necessary for the safety of the public water supply system, the Superintendent or designee will give notice to the water customer to install such an approved device immediately. The water customer shall, at their own expense, install such an approved device at a location and in a manner in accordance with the Illinois Plumbing Code, Illinois Environmental Protection Agency and all applicable local regulations, and shall have inspections and tests made of such approved devices upon installation and as required by the Illinois Plumbing Code, the Illinois Environmental Protection Agency and local regulations.

- ~~B. It shall be the duty of the consumer at any premises on which backflow prevention devices required by this article are installed to have inspection, tests, maintenance, and repair made in accordance with the following schedule or more often where inspections indicate a need or are specified in manufacturer's instructions.~~

- ~~B. Backflow devices installed for irrigation hazards shall be tested upon turn-on of irrigation system, and no later than July 1, unless extension is approved and authorized by Superintendent or designee. Requests for extensions must be made in writing, and sent to the department for review.~~

- ~~1. Backflow devices installed for irrigation hazards shall be tested upon turn-on of irrigation system, and no later than July 1, unless extension is approved and authorized by Superintendent or designee. Requests for extensions must be made in writing via mail or email, and sent to the CCCP manager for review.~~

- ~~1. Inspection and Maintenance.~~

- ~~a. It shall be the duty of the consumer at any premises on which backflow prevention devices required by this article are installed to have inspection, tests, maintenance,~~

~~and repair made in accordance with the following schedule or more often where inspections indicate a need or are specified in manufacturer's instructions.~~

2. Fixed proper air gap separations shall be inspected to document that a proper vertical distance is maintained between the discharge point of the service line and the flood level rim of the receptacle at the time of installation and at least annually thereafter. Corrections to improper or bypassed air gaps shall be made within ~~seventy-two (72) hours~~ five (5) days.
 - 3b. Double check valve assemblies shall be inspected and tested at the time of installation and at least annually thereafter and required service performed within ~~five-thirty (30) days~~ five-thirty (30) days.
 - 4e. Reduced pressure principal backflow prevention assemblies shall be tested at the time of installation and at least annually or more frequently if recommended by the manufacturer and required service performed within ~~five-thirty (30) days~~ five-thirty (30) days.
- C. No person, firm or corporation shall establish or permit to be maintained any connection whereby a private, auxiliary or emergency water supply other than the regular public water supply of the DuPage County Department of Public Works may enter the supply or distribution system, unless such private, auxiliary or emergency water supply and the method of connection and use of such supply shall have been approved by the Superintendent or designee and the Illinois Environmental Protection Agency.
- D. The Superintendent or designee is authorized to cause surveys and investigations to be made of industrial and other properties served by the public water supply to determine whether actual or potential hazards to the public water supply may exist. Such surveys and investigations shall be made a matter of public record and shall be repeated at least every two (2) years, or as often as the Superintendent or designee shall deem necessary. Records of such surveys shall be maintained and available for review for a period of five (5) years.
- E. The approved cross-connection control device inspector shall have the right to enter at any reasonable time any property served by a connection to the public water supply or distribution system of the DuPage County Department of Public Works for the purpose of verifying the presence or absence of cross-connections, and that the Superintendent or ~~his designee or their~~ authorized agent shall have the right to enter at any reasonable time any property served by connection to the public water supply or distribution system of DuPage County Department of Public Works for the purpose of verifying information submitted by the customer regarding the required cross-connection control inspection. On demand the owner, lessees or occupants of any property so served shall furnish to the Superintendent or designee any information, which the Superintendent or designee may request regarding the piping system or systems of water used on such property. The refusal of such information, when demanded, shall, within the discretion of the Superintendent or designee, be deemed evidence of the presence of improper connections as provided in this Ordinance.

- F. The Superintendent or designee is authorized to discontinue, after reasonable notice to the occupant thereof, the water service to any property wherein any connection in violation of the provisions of this Ordinance is known to exist, and to take such other precautionary measures as the Superintendent or designee may deem necessary to eliminate any danger of contamination of the public water supply distribution mains. Water service to such property shall not be restored until such conditions have been eliminated or corrected in compliance with the provisions of this Ordinance and until the water reconnection fee is paid to the DuPage County Department of Public Works. Immediate disconnection with verbal notice can be effected when the Superintendent or designee is assured that imminent danger of harmful contamination of the public water supply system exists. Such action shall be followed by written notification of the cause of disconnection. Immediate disconnection without notice to any party, can be effected to prevent actual or anticipated contamination or pollution of the public water supply, provided that, in the reasonable opinion of the Superintendent or designee, such action is required to prevent actual or potential contamination or pollution of the public water supply. Neither ~~the DuPage County of DuPage~~, the Superintendent or designee, nor its-their agents or assigns shall be liable to any customer for any injury, damages or lost revenues which may result from termination of said customer's water supply in accordance with the terms of this Ordinance, whether or not said termination was with or without notice.
- G. Violation of Section 36-511 of the Ordinance shall be subject to a fine not to exceed one thousand dollars (\$1,000.00) or other remedy available at law or in equity (pursuant to authority granted at 55 ILCS 5/5-1113 and 5/5-15001, et seq.). Each day the violation persists constitutes a separate violation.

Sec. 36-512 through 36-599. RESERVED

ARTICLE 17: POWERS AND AUTHORITY OF INSPECTORS

Sec. 36-600. INSPECTION OF USER’S PREMISES

- A. As a condition of providing water service or sewage collection and/or treatment, the Superintendent or designee and other duly authorized COUNTY employees, with proper credentials and identification, shall be permitted to enter all properties for the purposes of inspection, reinspection, observation, measurement, sampling, and testing to determine compliance with the provisions of this Ordinance. The Superintendent or ~~his~~designee or their representatives shall have authority to inquire into any processes, including metallurgical, chemical, oil refining, ceramic, paper, or other industrial processes which have a direct effect on the discharge to the storm or sanitary sewers, natural outlet, or POTW.
- B. Authorized representatives of the COUNTY, STATE, and USEPA shall have the right to place on the User’s property such devices as are necessary to conduct sampling and monitoring. Where a User has security or safety measures in force which would require clearance, training, or wearing of special protective gear, the User shall make necessary arrangements, at its own expense, to enable authorized representatives of the COUNTY, STATE, and USEPA to enter and inspect the premises as guaranteed by this paragraph.
- C. Failure to allow such inspection, observation, measurement, sampling, and testing at any reasonable time may result in the termination of sewer and/or water service to such premises upon order by the Superintendent ~~– or designee.~~ Notification of such intention to terminate sewer and/or water service to such premises shall be given in writing to the owner and/or occupier of such premises, along with notification of the owner's or occupier's right to appeal such termination to the Public Works Committee of the DuPage County Board, pursuant to the provisions of Article 18 of this Ordinance.

Sec. 36-601. OBSERVANCE OF SAFETY RULES

While inspecting or performing any necessary work on private property pursuant to this Ordinance, the Superintendent or designee or duly authorized employees of the COUNTY shall observe all safety rules applicable to the premises, which have previously been established by the User/owner/occupier of which the inspector has been properly notified. The COUNTY shall hold harmless the User/owner/occupier, its agents and employees, for injury of any person or for damage to property occasioned by such work, except as such may be caused by the acts or omissions of the User/owner/occupier, its agents or employees. Further, the COUNTY shall be liable to the User/owner/occupier for loss or damage to the User/owner/occupier's property, which is occasioned by the negligent acts of the COUNTY’S employees.

Sec. 36-602. ENTRY UPON PROPERTY-EASEMENTS

The Superintendent or designee and other duly authorized employees or agents acting on behalf of the COUNTY, with the proper credentials and identification, shall be permitted to enter all private

DuPage County Water/Wastewater Use Ordinance

properties through which the COUNTY has an easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the water/wastewater systems. Any work done on the easement shall be done in full accordance with terms of the easement pertaining to the private property involved.

Sec. 36-603 through 36-659. RESERVED

ARTICLE 18: APPEAL AND VARIANCE PROCEDURE

Sec. 36-660. RIGHT TO APPEAL AND VARIANCE

- A. Every request for an appeal or variance shall be made, in writing, to the Superintendent ~~or designee~~ and shall set forth with particularity each and every factual basis and/or reason for the appeal or variance sought. The person making the request shall attach all written materials upon which they intend to rely in support of the request. Any factual basis, reasoning, and/or written materials not contained within or attached to the original, written request for appeal or variance will not be considered by the Superintendent and/or Committee in ruling upon the appeal or variance. The Superintendent ~~or designee~~ may delegate the hearing of appeals or granting of variances to the Public Works Committee of the DuPage County Board, in the manner provided for below.
- B. ***Appeals:*** ~~Except for appeals of Individual and General Wastewater Discharge Permits under Section 36-130.F, which shall be made in accordance with that section, a~~Any person aggrieved by any decision, ruling or determination by the Superintendent ~~or designee~~, or by any interpretation or application of any provision of this ~~Ordinance chapter~~ may appeal such matter. An appeal of any decision made by the Superintendent ~~or designee~~ shall be made within fourteen (14) days of the decision contested, excepting an appeal involving the assessment, charge or calculation of any fee, fine, penalty or bill, in which cases which an appeal shall be brought before said amount becomes thirty (30) days past due. ***Variances:*** Any person affected by any provision of this ~~Ordinance chapter~~, or who feels the intent of this ~~Ordinance chapter~~ or any rule adopted pursuant thereto has been met or that substitute materials, equipment or construction will provide as good or better result when utilized, shall have the right to request a variance from the strict application of this ~~Ordinance chapter~~.
1. The appeal and, or variance procedure shall commence with the person aggrieved notifies the Superintendent ~~or designee~~, in writing, of ~~his~~their intent to seek a variance from a provisions(s) of this ~~Ordinance chapter~~ or appeal the decision of the Superintendent ~~or designee~~. Such notice shall contain a short, clear, statement stating the following:
 - a. ***For an appeal:*** Identifying the decision of the Superintendent ~~or designee~~ which such person is appealing and how the ~~Ordinance chapter~~ has been misread, misinterpreted or misapplied in this instance and, or, any mistakes of fact the aggrieved believes the Superintendent ~~or designee~~ to have relied upon.
 - b. ***For a variance:*** Explanation as to why the application of such ~~Ordinance chapter~~, provision or decision of the Superintendent ~~or designee~~ would work an undue hardship and, or, the person's unique circumstance or condition.

- c. ***For both appeals and variances:*** The name and both a mailing address and a telephone number of the person making the request, which contact information shall be used for giving notices related to the appeal or variance proceeding. ~~The person making the request shall attach all written materials on which he intends to rely upon in support of the request.~~
 2. The Superintendent or designee may, without conducting a hearing, grant the relief sought by the appeal and, or, variance, or may set the matter over for a hearing in the manner herein provided.
 3. Upon receipt of such Notice of Appeal or Variance, the Superintendent or designee shall set a date for a hearing. Such hearing shall take place at a time and place determined in the Superintendent's or Committee Chair's sole discretion, no fewer than thirty (30) days nor more than sixty (60) days from the date that the Superintendent or designee receives such Notice of Appeal unless the Superintendent or designee and party requesting the hearing agree to a different schedule. The Superintendent or designee shall notify the person making the appeal of the date of such hearing.
 4. At the hearing the person making the appeal, or requesting the variance, may appear in person or represented by counsel, or may submit ~~his-their~~ case in writing. The decision concerning the appeal, or variance request, shall be in writing, shall be communicated to the person making the appeal, and shall state a finding(s) of fact upon which the decision is based.
- C. The Public Works Committee shall have the authority to grant variances from the strict application of any provision(s) of this Ordinance and, or, to reverse, modify or affirm any decision, ruling or determination by the Superintendent or designee made pursuant to this ~~Ordinance chapter~~ upon an appeal. The Public Works Committee shall not act in a manner that would violate or in any way conflict with any Federal or State standard or requirement. The Committee, or County Board, may adopt such additional rules and procedures, as it deems appropriate for performing such matters.
- D. The decision of the Public Works Committee may be appealed to the County Board in accord with the County Board Rules, within 14 days of the Committee's decision. The record presented to the County Board shall be limited to those facts and arguments that were included in the initial request for variance and/or appeal and presented to the Committee for decision.

Sec. 36-661 through 36-699. RESERVED

ARTICLE 19: VALIDITY

Sec. 36-700. SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance, which can be given effect without such invalid part or parts.

Sec. 36-701 through 36-719. RESERVED

ARTICLE 20: ORDINANCE IN FORCE

Sec. 36-720. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval, recording, and publication as provided by law.

Sec. 36-721 through 36-749. RESERVED

**ARTICLE 21: ILLINOIS DEPARTMENT OF PUBLIC HEALTH AND DUPAGE
COUNTY PUBLIC HEALTH DEPARTMENT RULES INCORPORATED
BY REFERENCE**

Sec. 36-750. WATER WELL PUMP INSTALLATION CODE

Refer to Chapter 34 of the DuPage County Code.

Sec. 36-751. WATER WELL CONSTRUCTION CODE

Refer to Chapter 34 of the DuPage County Code.

Sec. 36-752. ADOPTION OF PRIVATE SEWAGE DISPOSAL ORDINANCE

Refer to Chapter 29 of the DuPage County Code.

Sec. 36-753. MORTGAGE SURVEY INSPECTION AND FEE

Refer to Chapter 29, Article XIV, Sections 29.19.1 and 29.19.2 of the DuPage County Code.

Sec. 36-754 through 36-799. RESERVED.

Enacted Resolution EXEC-106-77, June 13, 1977.

Amended Resolution CS-H-02-81, March 18, 1981.

Amended Ordinance HHS-ORD-04-85, December 17, 1985

ARTICLE 22: REPEALER

WATER ORDINANCES

Ordinance, July 19, 1977.

Ordinance PW-ORD-001-82, February 23, 1982.

WASTEWATER ORDINANCES

Resolution PW-096-80 approved June 3, 1980.

Ordinance PW-128-80 approved August 12, 1980.

Ordinance PW-210-80 approved November 12, 1980.

Ordinance PW-157-81 approved February 12, 1981.

Ordinance PW-ORD-002-84, April 24, 1984.

Ordinance PW-ORD-001-85, March 12, 1985.

Ordinance PW-ORD-004-82 approved November 23, 1982,

Amendments to: Article 13, Sections 29-227.1, 2, 3, 4.

Ordinance PW-ORD-004-86 approved February 25, 1986.

Ordinance PWO-007-86 approved June 10, 1986.

Ordinance PWO-009-86 approved June 10, 1986.

Ordinance PWO-002-87 approved June 23, 1987.

Ordinance PWO-011-87 approved January 12, 1987.

Ordinance ECO-003-88 approved May 24, 1988.

Ordinance ECO-005-88 approved June 28, 1988.

Ordinance ECO-010-88 approved October 25, 1988.

Ordinance PWO-001-89 approved February 28, 1989.

Ordinance PWO-002-89 approved May 9, 1989

Ordinance PWO-003-89 approved June 27, 1989

DuPage County Water/Wastewater Use Ordinance

- Ordinance OPW-001-90 approved January 23, 1990
- Ordinance OPW-002-90 approved June 26, 1990
- Ordinance OPW-003-90 approved October 9, 1990
- Ordinance PWO-003-91 approved July 9, 1991
- Ordinance PWO-005-91 approved November 26, 1991
- Ordinance OPW-004-92 approved August 25, 1992
- Ordinance OPW-003-93 approved July 13, 1993
- Ordinance OPW-011-93 approved December 28, 1993
- Ordinance OPW-007-94 approved June 28, 1994
- Ordinance OPW-001-95 approved February 28, 1995
- Ordinance OPW-004-95 approved April 11, 1995
- Ordinance OPW-005-95 approved June 27, 1995
- Ordinance OPW-002-96 approved June 25, 1996
- Ordinance OPW-004-96 approved August 13, 1996
- Ordinance OPW-001-97 approved January 28, 1997
- Ordinance OPW-005-97 approved June 24, 1997
- Ordinance OPW-006-97 approved December 9, 1997
- Ordinance OPW-001-98 approved June 9, 1998
- Ordinance OPW-002-98 approved June 23, 1998
- Ordinance OPW-003-98 approved August 25, 1998
- Ordinance OPW-004-98 approved September 8, 1998
- Ordinance OPW-002-99 approved February 23, 1999
- Ordinance OPW-003-99 approved June 22, 1999
- Ordinance OPW-001-00 approved May 23, 2000

DuPage County Water/Wastewater Use Ordinance

Ordinance OPW-002-00 approved June 27, 2000

Ordinance OPW-001-08 approved January 22, 2008

Ordinance OPW-007-10 approved November 23, 2010

Ordinance OPW-002-12 approved January 10, 2012

Ordinance OPW-001-13 approved February 12, 2013

Ordinance OPW-002-15 approved October 13, 2015

Ordinance PW-O-0002-18 approved December 12, 2017

Ordinance PW-O-0003-18 approved December 12, 2017

Ordinance PW-O-0008-19 approved January 15, 2019

Ordinance PW-O-0057-21 approved July 13, 2021

Ordinance PW-O-0044-22 approved August 23, 2022

Ordinance PW-O-0048-22 approved September 27, 2022

Ordinance PW-O-0001-24 approved March 12, 2024

Ordinance PW-O-0004-24 approved August 13, 2024

DUPAGE COUNTY WATER/WASTEWATER TREATMENT ORDINANCE FIGURES

FIGURE A

**DUPAGE COUNTY
DEPARTMENT OF PUBLIC WORKS
WASTEWATER LOCAL LIMITS**

<u>PARAMETER</u>	<u>LOCAL LIMITS (maximum) *</u>
<u>Arsenic</u>	<u>2.9 mg/L</u>
<u>Cadmium</u>	<u>1.2 mg/L</u>
<u>Chromium (total)</u>	<u>1.7 mg/L</u>
<u>Copper</u>	<u>2.0 mg/L</u>
<u>Cyanide</u>	<u>1.7 mg/L</u>
<u>Fats, Oil & Grease</u>	<u>100 mg/L</u>
<u>Lead</u>	<u>0.4 mg/L</u>
<u>Mercury</u>	<u>0.0005 mg/L**</u>
<u>Nickel</u>	<u>2.3 mg/L</u>
<u>Silver</u>	<u>0.24 mg/L</u>
<u>Zinc</u>	<u>1.5 mg/L</u>
<u>pH (Standard Units)</u>	<u>5.0 – 12.0</u>

<u>PARAMETER</u>	<u>LOCAL LIMITS (maximum) *</u>
<u>Cyanide</u>	<u>0.025 mg/l</u>
<u>Copper</u>	<u>2.07 mg/l</u>
<u>Mercury</u>	<u>0.0005 mg/l**</u>
<u>Nickel</u>	<u>2.38 mg/l</u>
<u>Chromium (total)</u>	<u>1.71 mg/l</u>
<u>Zinc</u>	<u>1.48 mg/l</u>

Lead	0.43 mg/l
Cadmium	0.26 mg/l
Silver	0.24 mg/l

based upon twenty-four (24) hour composite sample when possible, except for Mercury, ~~and~~ Cyanide and pH.

See **Section 36-~~123-129~~ F.2.c.** of the Ordinance.

** except as allowed by **Section 36-~~123-129~~ J.** of the Ordinance.

FIGURE B
GREASE TRAPS
MAXIMUM ALLOWABLE ACCUMULATION LEVELS

STANDARD TRIPLE BASIN GREASE TRAP

One-half ($\frac{1}{2}$) of the capacity of the basin as determined by the inlet and outlet structures.

STANDARD FIVE FOOT (5 FT) DIAMETER SINGLE BASIN GREASE TRAP

One-half ($\frac{1}{2}$) of the capacity of the basin as determined by the inlet and outlet structures.

STANDARD FOUR FOOT (4 FT) DIAMETER SINGLE BASIN GREASE TRAP

One-half ($\frac{1}{2}$) of the capacity of the basin as determined by the inlet and outlet structures.

FIGURE C

SEWAGE FLOW GUIDE
GUIDE DATE ~~7/13/218~~-13-24

<u>PROJECT TYPE</u>	<u>CALCULATED SEWAGE FLOW IN GALLONS PER DAY (GPD)</u>
Animal Clinic/Kennel Animal Grooming w/wash stations	0.25 GPD/Sq. Ft. 100 GPD per work station 250 GPD per work station
Apartments	150 GPD for 1 Bedroom 300 GPD for 2 Bedroom 350 GPD for 3 Bedroom
Airports	25 GPD per Employee 5 GPD per Passenger
Assembly Halls/Arenas	3 GPD per Seat
Auto Maintenance Facility	350 GPD for 1 st Service Bay 100 GPD for Each Additional Service Bay
Bar/Tavern/Coffee Shop/Gaming (No Food Processing) (With Food Processing)	25 GPD per Employee 15 GPD per Customer Seating 25 GPD per Customer Seating (paper products only) 15 GPD per seat (outdoor)
Banquet Halls	10 GPD per Seat
Bowling Alley	75 GPD per Bowling Lane 100 GPD per Bowling Lane with Food Service
Camps/Resorts	100 GPD per User per Single or double occ. Room 50 GPD per User per Multi occ. Room, 3 or more Camps
Car Wash	3500 GPD per Automated Reclamation Process
Churches/Religious Institution	3 GPD per Seat (under 100 Seats) 5 GPD per Seat (over 100 Seats)
Classroom/Daycare	See schools
Condominium-Multi –Family	350 GPD per unit

FIGURE C

Page 2 of 4

<u>PROJECT TYPE</u>	<u>CALCULATED SEWAGE FLOW IN GALLONS PER DAY (GPD)</u>
Country Clubs	50 GPD per Member
Dance Halls	5 GPD per Seat/User
Doctor, Dentist Office/Exam	0.25 GPD/Sq Ft
Eye Care/Physical Therapy/Chiropractor/Psychology/Counseling/Rehab	0.10 GPD/Sq. Ft.
Dormitory	100 GPD per user
Factories	25 GPD per Employee 35 GPD per Employee (With Shower)
Fitness/Health Club	10 GPD per user w/showers 0.10 GPD per sq. ft. w/out showers
Food Service Operations	50 GPD per Seat (24 Hr. Restaurant) 35 GPD per Seat (Not 24 Hr. Restaurant) 25 GPD per seat (no dishware, paper products only) 15 GPD per seat (outside)
Carryout/Delivery/Catering (no seating)	0.25 GPD per sq. ft. floor space
Hair Salon, Barber Shop w/ wash stations	100 GPD per work station 250 GPD per work station
Hospitals	250 GPD per Bed
Hotels/Motels	60 GPD per Room 100 GPD per Suite
Housing	350 GPD per Single Family Dwelling Unit
Institutions	125 GPD per Resident
Laundries/Laundromats Drycleaners (no washers)	300 GPD per Machine 0.10 GPD per sq. ft. floor space

FIGURES

FIGURE C
Page 3 of 4

<u>PROJECT TYPE</u>	<u>CALCULATED SEWAGE FLOW IN GALLONS PER DAY (GPD)</u>
Mall, Shopping Center (Enclosed)	0.25 GPD/sq. ft. retail or office use (other use as calculated by project type)
Mall Open space (common area)	0.05 GPD/sq. ft.
Nursing Homes/Rest Homes	125 GPD per Bed and 25 GPD per Staff
Office Buildings	25 GPD per Employee 0.10 GPD/Sq. Ft.
Plaza/Shopping Center (Outdoor)	0.10 GPD/Sq. Ft. retail or office use (other use as calculated by project type)
Individual Metered Plaza Units	Rated at 350 GPD/unit minimum
Residential Homes/Townhomes	350 GPD per unit
Schools	10 GPD/Sq. Ft. (Tutor learning center) 15 GPD per Student (Elm. & Child Care) 25 GPD per Student (Jr. High & High) 25 GPD per Staff (in Addition to Students) 15 GPD per Student (College)
Service Stations/Auto Maintenance No car wash	350 GPD for 1 st Service Bay 100 GPD for Each Addt'l. Bay
Spas/Nail Shop	
Manicure	25 GPD per work station
Pedicure	50 GPD per work station
Massage/Tanning/ <u>Waxing</u>	5 GPD per work station
Sauna	10 GPD per user
Stores, retail sales	0.10 GPD per sq. ft. floor space
Swimming Pools	5 GPD per User 10 GPD per User (With locker room shower)

FIGURE C
Page 4 of 4

<u>PROJECT TYPE</u>	<u>CALCULATED SEWAGE FLOW IN GALLONS PER DAY (GPD)</u>
Theaters, Movie House	5 GPD per Seat (Movie House)
Theaters, with restaurant service	25 GPD per seat (no dishware, paper products only)
	35 GPD per seat (with dishware)
Theaters, Drive In	5 GPD per Car Space
Trailer Parks	350 GPD per Space
Vacation Cottages	100 GPD per Cottage
Youth and Recreation Camps	100 GPD per user, single or double occ. Room
	50 GPD per User multi. Occ. Room, 3 or more
Warehouses/Storage Facility	0.05 GPD/Sq. Ft. floor space
Individual Metered Warehouse Units	Rated at 350 GPD/unit minimum

**FIGURE D
DU PAGE COUNTY DEPARTMENT OF PUBLIC WORKS
WATER/WASTEWATER USE CHARGES**

February 20August 13, 2024

(Contact Department of Public Works for latest fee schedule – ~~Figure~~FIGURE D)

A. BASE CHARGE:

	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
Per billing cycle	\$7.60	\$7.86	\$8.13
Per billing cycle (Burr Ridge Customers Only)	\$7.93	\$8.19	\$8.46

B. DEPARTMENT PROCESSING FEE (WATER & SEWER)

One hundred fifty dollars (\$150.00) per application.

All applications requiring a review, field inspections for disconnection/reconnections and repairs shall be accompanied by a check or paid by credit card for \$150.00. This is a non-refundable fee. All requests for connection fee refunds shall be charged the Department Processing Fee per R.E and may be adjusted at the discretion of the Superintendent or designee.

C. WASTEWATER CHARGES

	Effective January 1, 2024	Effective January 1, 2025	Effective January 1, 2026
User Charge (metered, per thousand gallons)	\$4.03	\$4.18	\$4.33
User Charge (non-metered, per month)	\$32.24	\$33.44	\$34.64
Sewer Maintenance (metered, per thousand gallons)	\$1.34	\$1.39	\$1.44
Sewer Maintenance (non-metered, per month)	\$10.72	\$11.12	\$11.52
BOD Surcharge (per 100 lbs. of BOD)	\$24.00	These charges will be reviewed in future years based on cost of treatment and disposition at that time.	
SS Surcharge (per 100 lbs. of SS)	\$20.00		
Septic Discharge Fee (per gallon, based upon total volume of truck)	\$0.058		
Leachate Treatment Fee (per gallon, delivered)	\$0.11		
Leachate Treatment Fee (per gallon, picked up at site)	\$0.16		

FIGURE D
Page 3 of 5

I. SEWER CONNECTION FEE:

Department Sewer Connection Fee per RE	\$2,042.00
Glen Ellyn Heights sewer connection fee per RE	\$285.00

J. SPECIAL CONNECTION FEE:

1. Brookeridge Sanitary Sewer Improvements - contact Department.
2. Timberlake Unit C Water Main Improvements - contact Department.
3. Timberlake Unit 2 Water Main Improvements - contact Department.
4. Babson Park Sanitary Sewer Improvements - contact Department.
5. Region 9 East Adams Street Sanitary Extension- contact Department.
6. Timberlake Unit A Water Main Improvements - contact Department.
7. Glen Road Sewer and Water Study - contact Department.
8. 73rd County - contact Department.
9. Tri-State Village Water Main - contact Department.
10. Villa Roosevelt, 3rd St. York Water Main - contact Department.
11. Luther Water Main Extension - contact Department.
12. Brookbank Sanitary Main Extension-contact Department
13. Timberlake Unit F Water Main Improvements – contact Department

K. NON-RESIDENTIAL DISCHARGE PERMIT APPLICATION PROCESSING FEE	\$50.00
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NON-RESIDENTIAL DISCHARGE PERMIT ISSUANCE FEE	\$100.00
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NON-RESIDENTIAL DISCHARGE PERMIT
CONSULTANT COST **(CASE-BY-CASE BASIS)**

FIGURE D
Page 4 of 5

L. WATER CONNECTION FEE:

Single Family Residential Charge (plus meter expenses)	\$1,592.00
Commercial & Multi-Family Charge	Based on Meter size (plus meter expenses)
5/8" meter	\$1,592.00
3/4" meter	\$1,592.00
1" meter	\$3,979.00
1 1/2" meter	\$7,958.00
2" meter	\$12,734.00
3" meter	\$23,876.00
Greater Than 3" meter	Determined By Department

Meter Charge:*

5/8 x 3/4" Sensus Iperl	\$243.00
3/4" (7.5" lay length) Sensus Iperl	\$247.00
3/4" (9" lay length) Sensus Iperl	\$262.00
1" Sensus Iperl	\$294.00
1 1/2" Sensus OMNI R2	\$635.00
2" Sensus OMNI R2	\$829.00
1 1/2" Sensus OMNI C2	\$1,384.00
2" Sensus OMNI C2	\$1,528.00
3" Sensus OMNI C2	\$1,919.00
4" Sensus OMNI C2	\$3,207.00
6" Sensus OMNI C2	\$5,508.00

*\$175.00 Radio Transceiver required on all meters connected.

Special Service Area Water Connection Fee

In cases where a Special Service Area was formed to construct all or part of the infrastructure required for a new water system, the Water Connection Fee may be reduced to properly account for these expenditures. -This adjustment will be determined by the Superintendent or designee and shall be determined on a case-by-case basis.

Department Expenditure Reimbursement

In cases where the Department of Public Works expends money to extend sewer or water service to an area, the Department may adjust connection charges to allow for reimbursement of expenses. The adjustment will be determined by the Department and shall be determined on a case-by-case basis.

FIGURE D
Page 5 of 5

M. PENALTIES/FINES:

Disconnection of sanitary sewer (for non-payment):	\$2,000.00 minimum or actual cost
Reconnection fee for water service during business hours (8:00 am - 2:00 pm- Monday through Friday)	\$100.00
Reconnection fee for water service after business hours:	\$150.00
Reconnection fee for sewer service:	\$2,000.00 minimum or actual cost
Re-inspection fee for non-compliant grease traps:	\$150.00 per inspection
COUNTY sponsored pumping program associated with non-compliant grease traps: (actual COUNTY costs including current COUNTY multiplier)	
Return Check Fee/Credit Card Charge Back Fee:	\$20.00 payment

N. CREDIT CARD PAYMENT CONVENIENCE FEES:

Credit/debit card payment processing convenience fee determined by third party provider (pass through of costs).

~~**O. — MANUAL METER READING**~~

~~Manual meter reads in lieu of radio tranceiver: — \$12.00 per billing cycle~~

O. BIOSOLIDS FEE:

The following fees are to be collected by the DuPage County for biosolids produced, when such biosolids are available, at Region 9-West Wastewater Treatment Plant. Fees may be waived by the Superintendent or designee if the biosolids are used for experimental purposes and data is provided to the County:

	Delivered*	Pick-up
Unused Compost	\$7.00/cu. yd.	\$2.00/cu. yd.
Screened Compost	\$9.00/cu. yd.	\$4.00/cu. yd.**
Class A Biosolids	\$7.00/cu. yd.	\$0.50/cu. yd.

*Delivery must be within 1.5 hours travel time from the Region 9-West Wastewater Treatment Plant.

**Screened compost may be picked up by Region 9 customers at no cost.

Unscreened compost, screened compost or Class A biosolids availability shall be based upon productivity of the material.

P. MANUAL METER READING

Manual meter reads in lieu of radio transceiver: \$12.00 per billing cycle

FIGURE E
DU PAGE COUNTY DEPARTMENT OF PUBLIC WORKS
REPORTING LATE FEES

<u>Non-Residential Users not Classified as a Significant or Categorical Industrial User</u>		<u>Fees</u>
<u>First Offense (less than 30 calendar days past due)</u>		<u>Issuance of Warning</u>
<u>Recurring reporting violations:</u>	<u>30 or more calendar days past due</u>	<u>\$100.00</u>
	<u>NOV response noncompliance</u>	<u>\$250.00</u>
	<u>Cost per additional day past final request deadline</u>	<u>\$50.00</u>
<u>Substantial Change Notification:</u>	<u>At start-up or shutdown</u>	<u>\$500.00</u>
	<u>Per each additional 15 days in excess of 30 calendar days</u>	<u>\$100.00</u>
<u>Users Classified as a Significant or Categorical Industrial User</u>		<u>Fees</u>
<u>First Offense (less than 30 calendar days past due)</u>		<u>Issuance of Warning</u>
<u>Recurring reporting violations:</u>	<u>30 or more calendar days past due</u>	<u>\$100.00</u>
	<u>NOV response noncompliance</u>	<u>\$500.00</u>
	<u>Cost per additional day past final request deadline</u>	<u>\$100.00</u>
<u>Substantial Change Notification:</u>	<u>At start-up or shut down</u>	<u>\$1,000.00</u>
	<u>Per each additional 15 days in excess of 30 calendar days</u>	<u>\$200.00</u>
<u>Specific to Entities with Wastewater Discharge Permits</u>		<u>Fees</u>
<u>No written notification of change in ownership and/or operation of facility, or any portion thereof with an individual permit:</u>		<u>\$1,000.00</u>
<u>No written notification of change in ownership and/or operation of facility, or any portion thereof with a general permit:</u>		<u>\$500.00</u>

DUPAGE COUNTY WATER SUPPLY, DISTRIBUTION AND WASTEWATER TREATMENT ORDINANCE



ADOPTION DATE: JANUARY 14, 1986

LATEST AMENDMENT DATE: ~~MARCH 12~~AUGUST 13, 2024

Prepared by DuPage County
Public Works Committee
and the Department of Public Works
421 N County Farm Road
Wheaton, IL 60187