



DU PAGE COUNTY

Public Works Committee

Summary

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

Tuesday, April 18, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

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

4. PUBLIC COMMENT

No public comments were offered.

5. PRESENTATION

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

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

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

6. APPROVAL OF MINUTES6.A. [23-1531](#)

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

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

7. CLAIMS REPORT7.A. [23-1532](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

8. BUDGET TRANSFERS8.A. [23-1533](#)

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

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

9. CONSENT ITEMS

Motion to Combine Items

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

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

Anchor Mechanical, Inc. - Decrease and Close Contract

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog9.B. [23-1535](#)

Feece Oil Company - Decrease and Contract Close

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog9.C. [23-1536](#)

Fox Valley Fire & Safety - Decrease and Close Contract

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog9.D. [23-1537](#)

Home Depot USA, Inc. - Decrease and Close Contract

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog9.E. [23-1538](#)

Home Depot USA, Inc. - Decrease and Close Contract

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog

9.F. [23-1539](#)

Interstate Power Systems, Inc. - Decrease and Close Contract

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog9.G. [23-1540](#)

Valdes LLC DBA Valdes Supply - Decrease and Close Contract

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog9.H. [23-1541](#)

Village of Glendale Heights - Decrease and Close Contract

RESULT: APPROVED**MOVER:** Jim Zay**SECONDER:** Mary Ozog9.I. [23-1542](#)

Warehouse Direct, Inc. - Decrease and Close Contract

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

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

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

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

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

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

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

11. JOINT PURCHASING AGREEMENT**11.A. [PW-P-0031-23](#)**

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

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

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

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

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

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

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

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

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

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

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

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

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Jim Zay

SECONDER: Mary Ozog

14. ACTION ITEM

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

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

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Mary Ozog

SECONDER: Jim Zay

15. REQUESTS FOR TRAVEL

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

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

RESULT: APPROVED AT COMMITTEE

MOVER: Jim Zay

SECONDER: Mary Ozog

16. OLD BUSINESS

No old business was discussed.

17. NEW BUSINESS

No new business was discussed.

18. ADJOURN

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



Minutes

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

File #: 23-1531

Agenda Date: 4/18/2023

Agenda #: 6.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, April 4, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Paula Garcia at 9:01 AM.

2. ROLL CALL

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

Chair Garcia stated for the record that the Legistar program has mistakenly tagged item 11.A. FM-P-0059-23 on this agenda with a duplicate ID number, and the proper ID number has been corrected within the Legistar system to FM-P-0061-23. This has not been changed on the face of the agenda, due to the Open Meetings Act, but it has been corrected for the upcoming Finance and County Board agendas.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-1372](#)

Public Works Minutes - Regular Meeting - Tuesday March 21, 2023

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

6. CLAIMS REPORT

6.A. [23-1373](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

7. BID AWARD**7.A. [DT-P-0057-23](#)**

Recommendation for the approval of a contract to Plote Construction, Inc., to furnish and deliver Bituminous Paving Materials for the western region, as needed for the Division of Transportation (\$25,000) and Facilities Management (\$26,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$51,000; per lowest responsible bid 23-023-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

7.B. [DT-P-0059-23](#)

Recommendation for the approval of a contract to Vulcan Construction Materials, LLC, to furnish and deliver Coarse and Fine Aggregates, as needed for the Division of Transportation (\$30,000), Public Works (\$30,000) and Facilities Management (\$35,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$95,000; per lowest responsible bid 23-023-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Kari Galassi
SECONDER:	Mary Ozog

7.C. [DT-P-0060-23](#)

Recommendation for the approval of a contract to Ozinga Ready Mix Concrete, Inc., to furnish and deliver Portland Cement Concrete, as needed for the Division of Transportation (\$50,000), Public Works (\$25,000) and Facilities Management (\$25,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$100,000; per lowest responsible bid 23-023-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Mary Ozog

7.D. [DT-P-0062-23](#)

Recommendation for the approval of a contract to K-Five Construction Corporation, to furnish and deliver Bituminous Paving Materials for the southeast region, as needed for the Division of Transportation (\$115,000) and Public Works (\$24,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$139,000; per lowest responsible bid 23-023-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

8. **BID RENEWAL**8.A. [23-1374](#)

Recommendation for the approval of a contract to Hobart Service, to provide repair services and parts for kitchen, ice and refrigeration equipment as needed for County facilities, for Facilities Management, for the period April 20, 2023 through April 19, 2024, for a total contract amount not to exceed \$25,000; per renewal option under bid award #22-006-FM, first option to renew.

Vice Chair Ozog inquired about the age of this equipment at County Facilities, and Facilities Management Deputy Director Tim Harbaugh explained that the age of the equipment fluctuates. Various kitchen, ice and refrigeration components have been replaced, but Mr. Harbaugh assured the committee that all of the County's equipment is in good shape.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Kari Galassi

9. **GRANT PROPOSAL NOTIFICATION**9.A. [23-1375](#)

GPN 020-23: Chicago Region Trees Initiative (CRTI) Grant Program PY23 – The Morton Arboretum - U.S. Forest Service - \$25,000. (Facilities Management)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Mary Ozog

10. PROFESSIONAL SERVICES AGREEMENT**10.A. [FM-P-0050-23](#)**

Recommendation for the approval of a contract to Desman, Inc., to provide Professional Architectural and Engineering Design Services to complete the repair, maintenance, and long-term capital improvement and asset management goals for the 479 and 509 parking decks on County Campus, for Facilities Management, for the period April 11, 2023 through December 15, 2025 for a total contract amount not to exceed \$304,260. 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.

Director of Public Works Nick Kottmeyer informed the Committee that over the past several years, the biggest areas of concern have been repaired regarding the parking decks on the County Campus. He let the Committee know that this will be the final design, and expressed that the focus areas for this service will include the upper parking deck.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

11. SOLE SOURCE**11.A. [FM-P-0061-23](#)**

Recommendation for the approval of a contract to G&W Canada Corporation, to furnish and deliver two (2) Linear Puffer Load Break Switch Gears for the Judicial Office Facility-Annex, for Facilities Management, for the period April 12, 2023 through April 11, 2024, for a contract total amount not to exceed \$41,010; per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids – Sole Source.

Facilities Management Deputy Director Tim Harbaugh explained that a Linear Puffer Load Break Switch Gear is the emergency electrical cutoff for the 503 Building, and it is on the exterior of the building. Having the emergency electrical cutoff is essential for cutting the electricity in the event of a fire.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

12. OLD BUSINESS

Director of Public Works Nick Kottmeyer let the committee know that the Nordic Wastewater Treatment Plant is now in the process of getting up and running for service.

13. NEW BUSINESS

No new business was discussed.

14. ADJOURN

With no further business, the meeting was adjourned.



Payment of Claims

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

File #: 23-1532

Agenda Date: 4/18/2023

Agenda #: 7.A.

	Public Works		
	Schedule of Claims		
	4/18/2023		
Pay Vendor Name	Description	Check Date	Amount
AT&T	Phone Service	3/31/2023	\$347.44
CITY OF DARIEN	Reimbursement/DuPage water costs	3/31/2023	\$1,185,485.54
COMCAST	Internet	3/31/2023	\$248.85
CORE & MAIN LP	Meters	3/31/2023	\$79,036.89
CREATIVE SAFETY SUPPLY, LLC	Label	3/31/2023	\$507.97
GENUINE PARTS	Mud flap	3/31/2023	\$59.95
LMK TECHNOLOGIES	Felt coated tube	3/31/2023	\$12,804.23
PAYMENTUS CORP	Transaction fees	3/31/2023	\$1,648.45
PEREGRINE CORPORATION	Utility billing	3/31/2023	\$2,803.62
UNITED STATES POSTAL SERVICE	Postage charges	3/31/2023	\$147.60
VILLAGE OF DOWNERS GROVE	Meter reads	3/31/2023	\$53.57
AT&T	Phone Service	4/4/2023	\$1,224.17
CDM SMITH INC	Electrical infrastructure	4/4/2023	\$62,054.02
COMCAST	Internet	4/4/2023	\$551.31
DONOHUE & ASSOCIATES, INC.	Engineer SCADA upgrade	4/4/2023	\$4,309.12
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	4/4/2023	\$92,503.96
JOSEPH J HENDERSON & SON INC	Rehab of Nordic Wastewater plant	4/4/2023	\$204,656.56
KIPP'S LAWNMOWER SALES & SVC	Saw service kit	4/4/2023	\$40.81
NICOR GAS	Gas	4/4/2023	\$4,071.12
PETROLEUM TRADERS CORPORATION	Fuel	4/4/2023	\$27,983.58
SAFETY-KLEEN SYSTEMS INC	Parts washer	4/4/2023	\$835.10
VERIZON	Cell phone service	4/4/2023	\$3,202.46
A-RELIABLE PRINTING	#10 envelopes	4/7/2023	\$570.00
AT&T	Phone Service	4/7/2023	\$62.91
ATLAS COPCO COMPRESSORS LLC	Filter, oil	4/7/2023	\$1,935.21
CORE & MAIN LP	Clamps	4/7/2023	\$4,165.92
CURRIE MOTORS	Ford F250 supercab	4/7/2023	\$45,016.00
KIPP'S LAWNMOWER SALES & SVC	Generator	4/7/2023	\$2,595.00
NEUCO INC	Motor	4/7/2023	\$1,340.48
VERIZON	Cell phone service	4/7/2023	\$6,517.74
VILLAGE OF WOODRIDGE	Water service	4/7/2023	\$1,762.59
ZORN COMPRESSOR & EQUIPMENT	Synoil lubricant	4/7/2023	\$1,879.87
ADVANCE AUTO PARTS	Auto parts	4/11/2023	\$146.73
ANSWER NATIONAL	Telemessaging	4/11/2023	\$275.94
ASSOCIATED TECHNICAL SERVICES	Leak detection	4/11/2023	\$420.00
AT&T	Phone Service	4/11/2023	\$100.48
FAVIA INVESTMENTS LTD	Service	4/11/2023	\$803.84
FOX VALLEY OPERATORS	Membership dues	4/11/2023	\$100.00
HAVEN WOODRIDGE	Payment refund	4/11/2023	\$1,740.92
VERIZON	Cell phone service	4/11/2023	\$72.02
	Total		\$1,754,081.97

Facilities Management Department

Schedule of Purchases Under \$15,000

April 18, 2023

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23007	Grainger	Operating Supplies	1000	1100	52200	\$225.90
23271	IL Dept of Agriculture in Spfld	Dues & Memberships	1000	1100	53600	\$90.00
23272	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$1,042.61
23273	Brucker Company (Mercury Partners 90 BI, Inc.)	Maintenance Supplies	1000	1100	52270	\$51.00
23274	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$60.72
23275	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$27.87
23276	Amazon.com LLC	Operating Supplies	1000	1100	52200	\$199.95
23277	State Supply Co., Inc	Maintenance Supplies	1000	1100	52270	\$1,531.23
23278	Action Screen Print & Embroidery	Wearing Apparel	1000	1100	52220	\$144.75
23279	Russo Power	Small Value Furn/Mach/Equip, Repair/Replacement Parts and Fuel & Lubricants	1000	1102	52000 52250 52260	\$323.95
23280	McMaster-Carr	Repair/Replacement Parts and Cleaning Supplies	1000	1100	52250 52280	\$179.88
23281	Ferguson Enterprises, LLC	Maintenance Supplies	1000	1100	52270	\$292.97
23282	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$1,433.25
23283	Home Depot	Small Value Furn/Mach/Equip and Operating Supplies	1000	1102	52000 52200	\$899.48
23284	City of Wheaton	Building Improvements	6000	1220	54010	\$10,174.50
23286	Johnstone Supply	Small Value Furn/Mach/Equip	1000	1100	52000	\$69.50
23288	Menards - West Chicago	Maintenance Supplies	1000	1100	52270	\$54.81
23289	Conserv FS, Inc.	Maintenance Supplies	1000	1102	52270	\$4,740.00
23290	DuPage Topsoil, Inc.	Maintenance Supplies	1000	1102	52270	\$1,080.00
23291	Brucker Company (Mercury Partners 90 BI, Inc.)	Repair/Replacement Parts	1000	1100	52250	\$105.00
23292	Aramco Inc.	Operating Supplies	1000	1100	52200	\$68.13
23293	Affiliated Parts LLC	Repair/Replacement Parts	1000	1100	52250	\$84.60

Facilities Management Department

Schedule of Other Payments								
April 18, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
5471-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	11/01/21	10/31/23	1000	1100	53300	\$2,881.40
5410-0001 SERV	City of Wheaton	Utility - Water & Sewer	02/02/23	03/06/23	1000	1100	53220	\$35,509.94
5423-0001 SERV	ComEd	Utility - Electricity	03/01/23	03/13/23	1000	1100	53210	\$1,164.25
4943-0001 SERV	Earthwise Environmental, Inc.	Professional Services	03/01/23	03/01/23	1000	1100	53090	\$1,980.00
6195-0001 SERV	Grainger	Fuel & Lubricants	12/14/22	12/31/23	1000	1100	52260	\$120.36
6236-0001 SERV	Graybar Electric Company	Electrical Supplies	02/01/23	01/31/25	1000	1100	52270	\$6,543.60
5827-0001 SERV	Groot, Inc.	Custodial Services	02/01/23	02/28/23	1000	1100	53810	\$4,661.91
5832-0001 SERV	Hobart Service	Repair & Maintenance Equipment	04/20/22	04/19/23	1000	1100	53370	\$1,772.43
3782-0001 SERV	Kone, Inc.	Repair & Maintenance Facilities	03/01/23	03/31/23	1000	1100	53300	\$26,586.20
5461-0001 SERV	Nicor Gas	Utility - Natural Gas	02/13/23	03/15/23	1000	1100	53200	\$2,598.36
5384-0001 SERV	The Standard Companies	Cleaning Supplies	07/14/21	07/13/23	1000	1100	52280	\$587.20
5215-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	04/14/21	04/13/23	1000	1100	53300	\$280.00
5442-0001 SERV	Trane U.S. Inc	Repair & Maintenance Facilities	03/01/23	03/31/23	1000	1100	53300	\$10,918.75
6125-0001 SERV	Valdes Supply	Cleaning Supplies	03/01/23	03/31/23	1000	1100	52280	\$5,943.47
5425-0001 SERV	Village of Winfield	Utility - Water & Sewer	02/12/23	03/12/23	1000	1100	53220	\$66.46
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	12/01/22	12/31/22	6000	1220	54010	\$10,542.32



Budget Transfer

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

File #: 23-1533

Agenda Date: 4/18/2023

Agenda #: 8.A.

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

From: 2000
Company #

SEWER OPERATIONS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2555	53828		CONTINGENCIES	\$ 15,000.00	469,000.00	454,000.00	4/6/23
2555	52220		WEARING APPAREL	\$ 14,000.00	14,450.00	450.00	4/6/23
2665	54070		WASTE WTR SYS INFRASTRUCTURE	\$ 21,000.00	350,000.00	329,000.00	4/6/23
Total				\$ 50,000.00			

To: 2000
Company #

SEWER OPERATIONS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2555	53010		ENGINEERING/ARCHITECTURAL SVC	\$ 15,000.00	6,560.90	21,560.90	4/6/23
2665	52220		WEARING APPAREL	\$ 14,000.00	(13,650.00)	350.00	4/6/23
2665	54080		WATER DISTR SYS INFRASTRUCTURE	\$ 21,000.00	0	21,000.00	4/6/23
Total				\$ 50,000.00			

Reason for Request:

FY23 Budget transfer needed for Engineering for permitting and review encumbrance contracts. FY23 Budget transfer between accounts for Wearing Apparel for employee uniforms. FY23 Budget transfer between capital accounts for Water Distribution System Infrastructure for Core & Main water consumer portal integration.


Department Head

4/6/23
Date


Chief Financial Officer

4/11/23
Date

Activity _____
(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

PW-4/18/23

FIN/CB-4/25/23



Consent Item

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

File #: 23-1534

Agenda Date: 4/18/2023

Agenda #: 9.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

consent
PW 4/18
CB 4/25

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1377

Purchase Order #: 5502-1 SERV	Original Purchase Order Date: Oct 14, 2021	Change Order #: 1	Department: Facilities Management
Vendor Name: Anchor Mechanical Inc		Vendor #: 38798	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to contract to furnish and deliver HVAC and refrigeration services to decrease line 1 \$24,660.00 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

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

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 $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
☐ OTHER - explain below: _____

KB	5695	Mar 23, 2023	Signature on file	x6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
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 #: 23-1535

Agenda Date: 4/18/2023

Agenda #: 9.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1371

PW only
4/18

Purchase Order #: 4752-1 SERV	Original Purchase Order Date: Jul 8, 2020	Change Order #: 2	Department: Facilities Management
Vendor Name: Feece Oil Company		Vendor #: 11662	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to contract for non-highway use #1 and #2 red dyed diesel fuel to decrease line 1 \$13,071.14, line 2 \$3,000.00 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

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

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

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

KB	5695	Mar 23, 2023	Signature on file	x6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
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 #: 23-1536

Agenda Date: 4/18/2023

Agenda #: 9.C.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1370

Consent
PW 4/18
CB 4/25

Purchase Order #: 5329-1 SERV	Original Purchase Order Date: Aug 28, 2021	Change Order #: 3	Department: Facilities Management
Vendor Name: Fox Valley Fire & Safety		Vendor #: 11067	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to contract to provide preventative maintenance, testing and repair of the Non-Edwards System Technology Fire Alarm and Life Safety System to decrease line 1 \$86,714.79, line 2 \$1,674.08, line 3 \$550.00, line 4 \$2,302.16, line 5 \$2,079.27 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$162,100.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$162,100.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$93,320.30)
E	New contract amount (C + D)	\$68,779.70
F	Percent of current contract value this Change Order represents (D / C)	-57.57%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-57.57%

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 $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
☐ OTHER - explain below: _____

KB	5695	Mar 23, 2023	Signature on file	x6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
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 #: 23-1537

Agenda Date: 4/18/2023

Agenda #: 9.D.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1368

consent
PW 4/18
CB 4/25

Purchase Order #: 5651-1 SERV	Original Purchase Order Date: Jan 12, 2022	Change Order #: 1	Department: Facilities Management
Vendor Name: Home Depot USA Inc		Vendor #: 11219	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to contract for small tools and cleaning supplies to decrease line 1 \$29,176.30, line 2 \$51,171.99 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

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

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 $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below: _____

KB	5695	Mar 23, 2023	Signature on file	x6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
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 #: 23-1538

Agenda Date: 4/18/2023

Agenda #: 9.E.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 6, 2023

MinuteTraq (IQM2) ID #: 23-1369

Consent
PW 4/18
CB 4/25

Purchase Order #: 4227-1 SERV	Original Purchase Order Date: Nov 13, 2019	Change Order #: 1	Department: Facilities Management
Vendor Name: Home Depot USA Inc		Vendor #: 11219	Dept Contact: Clara Gomez
Background and/or Reason for Change Order Request:	Change order to contract for Misc. maintenance, repair and operation parts and supplies - decrease line 1 \$13,749.86, line 2 \$2,141.83, line 3 \$5,932.50, line 4 \$1,306.39, line 5 \$20,430.89, line 6 \$845.21 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$90,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$90,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$44,406.68)
E	New contract amount (C + D)	\$45,593.32
F	Percent of current contract value this Change Order represents (D / C)	-49.34%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-49.34%

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 $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below: _____

CG	5690	Mar 6, 2023	Signature on file	x6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
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 #: 23-1539

Agenda Date: 4/18/2023

Agenda #: 9.F.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
PW 4/18
CB 4/25

Date: Mar 22, 2023

MinuteTraq (IQM2) ID #: 23-1376

Purchase Order #: 4382-1SERV	Original Purchase Order Date: Jan 30, 2020	Change Order #: 2	Department: Facilities Management
Vendor Name: Interstate Power Systems Inc		Vendor #: 12677	Dept Contact: Alissa Cotsilis
Background and/or Reason for Change Order Request:	Change order to contract to decrease line 1 \$48,666.91 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$102,675.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$102,675.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$48,666.91)
E	New contract amount (C + D)	\$54,008.09
F	Percent of current contract value this Change Order represents (D / C)	-47.40%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-47.40%
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: _____	

AC	5710	Mar 22, 2023	Signature on file	x6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date		Procurement Officer	Date	4/7/23
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 #: 23-1540

Agenda Date: 4/18/2023

Agenda #: 9.G.

consent
PW 4/18
CB 4/25



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

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1366

Purchase Order #: 5020-1 SERV	Original Purchase Order Date: Dec 1, 2020	Change Order #: 1	Department: Facilities Management
Vendor Name: Valdes LLC DBA Valdes Supply		Vendor #: 36338	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to contract to furnish and deliver paper products to decrease line 1 \$30,892.86 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$169,020.96
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$169,020.96
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$30,892.86)
E	New contract amount (C + D)	\$138,128.10
F	Percent of current contract value this Change Order represents (D / C)	-18.28%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-18.28%

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:

KB	5695	Mar 23, 2023	Signature on file	x6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
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 #: 23-1541

Agenda Date: 4/18/2023

Agenda #: 9.H.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
PW 4/18
OB 4/25

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1365

Purchase Order #: 4905-1 SERV	Original Purchase Order Date: Dec 1, 2020	Change Order #: 1	Department: Facilities Management
Vendor Name: Village of Glendale Heights		Vendor #: 10228	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to contract for lease for Glendale Heights field court to decrease line 1 \$11,867.90, line 2 \$.30 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$154,740.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$154,740.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	(\$11,868.20)
E	New contract amount (C + D)	\$142,871.80
F	Percent of current contract value this Change Order represents (D / C)	-7.67%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-7.67%
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:	

KB	5695	Mar 23, 2023	Signature on file	x 6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
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 #: 23-1542

Agenda Date: 4/18/2023

Agenda #: 9.I.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 23, 2023

MinuteTraq (IQM2) ID #: 23-1364

Consent
PW 4/18
CB 4/25

Purchase Order #: 5053-1 SERV	Original Purchase Order Date: Nov 18, 2020	Change Order #: 1	Department: Facilities Management
Vendor Name: Warehouse Direct Inc		Vendor #: 10068	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to contract to furnish and deliver repair parts for janitorial cleaning equipment and Host cleaning products to decrease line 1 \$15,000.00, line 2 \$9,760.00 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

☒ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☐ (C) Is in the best interest for the County of DuPage and authorized by law.

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

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 $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below: _____

Signature on file

KB	5695	Mar 23, 2023	10068	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	4/5/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Facilities Management Requisition Over \$30K

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

File #: FM-P-0064-23

Agenda Date: 4/18/2023

Agenda #: 10.A.

AWARDING RESOLUTION
ISSUED TO DYNAMIC INDUSTRIAL SERVICES, INC.
TO REPAIR AND REHABILITATE THE INTERIOR OF THE THERMAL STORAGE TANK
AT THE POWER PLANT, FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$460,912)

WHEREAS, an agreement has been negotiated according to County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Dynamic Industrial Services, Inc., to repair and rehabilitate the interior of the thermal storage tank at the Power Plant, for the period of April 25, 2023, through May 31, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to, repair and rehabilitate the interior of the thermal storage tank at the Power Plant, for the period of April 25, 2023 through May 31, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Dynamic Industrial Services, Inc., 3546 Ridge Road, Suite 2C, Lansing, IL 60438, for a contract total amount not to exceed \$460,912, per lowest responsible bid #23-017-FM.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1418	RFP, BID, QUOTE OR RENEWAL #: 23-017-FM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$460,912.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$460,912.00
	CURRENT TERM TOTAL COST: \$460,912.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Dynamic Industrial Services, Inc.	VENDOR #: 33093	DEPT: Facilities Management	DEPT CONTACT NAME: Gavin Carroll
VENDOR CONTACT: DeDe Bairaktaris	VENDOR CONTACT PHONE: 708-665-4415	DEPT CONTACT PHONE #: x2687	DEPT CONTACT EMAIL: gavin.carroll@dupageco.org
VENDOR CONTACT EMAIL: info@dynamicinc.net	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 Dynamic Industrial Services, Inc. to repair and rehabilitate the interior of the thermal storage tank at the Power Plant, for Facilities Management, for the period April 25, 2023, through May 31, 2024, for a total contract amount not to exceed \$460,912, per lowest responsible bid 23-017-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The thermal storage tank was constructed in 1995 and has required little maintenance. The tank helps provide cooling to the campus buildings and acts as a redundant chiller to provide additional cooling capacity. A tank inspection was performed which revealed deficiencies including failure of the internal lining. To ensure continued safe and efficient operation the internal lining must be removed and have a new lining applied.			

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: Dynamic Industrial Services, Inc.	Vendor#: 33093	Dept: Facilities Management	Division:
Attn: DeDe Bairaktaris	Email: info@dynamicinc.net	Attn:	Email: FMAccountspayable@dupageco.org
Address: 3546 Ridge Road, Ste 2C	City: Lansing	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60438	State: IL	Zip: 60187
Phone: 708-665-4415	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Dynamic Industrial Services, Inc.	Vendor#: 33093	Dept: Facilities Managment	Division:
Attn: DeDe Bairaktaris	Email: Lansing	Attn:	Email: gavin.carroll@dupageco.org
Address: 3546 Ridge Road, Ste 2C	City: Lansing	Address: 410 N. County Farm Road	City: Wheaton
State: IL	Zip: 60438	State: IL	Zip: 60187
Phone: 708-665-4415	Fax:	Phone: 630-407-2687	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 25, 2023	Contract End Date (PO25): May 31, 2024
Contract Administrator (PO25): Cathie Figlewski			

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		Thermal Storage Tank Rehab	FY23	6000	1220	54010	2206703-5 4010	2.00	2.00
2	1	LO		Thermal Storage Tank Rehab	FY24	6000	1220	54010	2206703-5 4010	460,910.00	460,910.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 460,912.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. PP- Thermal Storage Tank Rehab
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, Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 4/18/23 CB: 4/25/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
POWER PLANT THERMAL STORAGE
TANK REHABILITATION 23-017-FM
BID TABULATION



				Dynamic Industrial Services, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wet Interior Repaint	LS	1	\$ 307,000.00	\$ 307,000.00
2	Exterior Touch Ups	LS	1	\$ 40,000.00	\$ 40,000.00
3	Foundation Repairs	LS	1	\$ 3,000.00	\$ 3,000.00
4	Frost-Free Roof Vent	LS	1	\$ 12,000.00	\$ 12,000.00
5	Overflow Flap Gate	LS	1	\$ 4,000.00	\$ 4,000.00
6	Exterior Piping Insulation	LS	1	\$ 4,000.00	\$ 4,000.00
7	Exterior Piping Valve Replacement	EA	2	\$ 7,000.00	\$ 14,000.00
8	Exterior Piping Flex Connector Replacement	EA	2	\$ 2,000.00	\$ 4,000.00
9	Exterior Piping Heat Trace	LS	1	\$ 2,000.00	\$ 2,000.00
10	REL Third-Party Inspection	LS	1	\$ 29,011.00	\$ 29,011.00
GRAND TOTAL					\$ 419,011.00

NOTES	
1) The department is requesting a 10% contingency. The request is the bid total of \$419,011.00 + the contingency of (\$419.011.00 x .10) \$41,901.00 = total request of \$460,912.00.	

Bid Opening 3/30/2023 @ 2:30 PM	VC, NE
Invitations Sent	12
Total Vendors Requesting Documents	1
Total Bid Responses	1

SECTION 9 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 23-017-FM
DESCRIPTION: DUPAGE COUNTY POWER PLANT THERMAL STORAGE
TANK REHABILITATION
OPENING DATE: 3/30/2023
OPENING TIME: 02:30 P.M.
COMPANY NAME: DYNAMIC INDUSTRIAL SERVICES INC.

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE
OF YOUR PROPOSAL TO ENSURE PROPER DELIVERY!

BID PRICING

Bidders shall have an opportunity to bid on either Base Bid Schedule of Values or Alternate Bid Schedule of Values depending on Contractor's availability.

Base Bid Schedule of Values has an estimated start time of Spring, 2023.

Alternate Bid Schedule of Values has an estimated start time of Fall, 2023.

The undersigned hereby proposes to provide all labor, services, and materials necessary, and according to the Drawings and Specifications of Bid #23-017-FM for a complete working system.

Base Bid Schedule of Values – Spring 2023

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wet Interior Repaint	LS	1	\$ 328,000.00	\$ 328,000.00
2	Exterior Touch Ups	LS	1	\$ 45,000.00	\$ 45,000.00
3	Foundation Repairs	LS	1	\$ 6,000.00	\$ 6,000.00
4	Frost-Free Roof Vent	LS	1	\$ 12,000.00	\$ 12,000.00
5	Overflow Flap Gate	LS	1	\$ 8,000.00	\$ 8,000.00
6	Exterior Piping Insulation	LS	1	\$ 4,000.00	\$ 4,000.00
7	Exterior Piping Valve Replacement	EA	2	\$ 7500.00	\$ 15,000.00
8	Exterior Piping Flex Connector Replacement	EA	2	\$ 2500.00	\$ 5,000.00
9	Exterior Piping Heat Trace	LS	1	\$ 2,000.00	\$ 2,000.00
10	REL Third-Party Inspection	LS	1	\$ 29,011.00	\$ 29,011.00
GRAND TOTAL					\$ 454,011.00

GRAND TOTAL
(In words)

Four Hundred Fifty Four Thousand, Eleven Dollars And 11/100

* START DATE: Spring 2023 Schedule NOT Available
AS OF 3-30-2023

Alternate Bid Schedule of Values – Fall 2023

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wet Interior Repaint	LS	1	\$ 307,000.00	\$ 307,000.00
2	Exterior Touch Ups	LS	1	\$ 40,000.00	\$ 40,000.00
3	Foundation Repairs	LS	1	\$ 3,000.00	\$ 3,000.00
4	Frost-Free Roof Vent	LS	1	\$ 12,000.00	\$ 12,000.00
5	Overflow Flap Gate	LS	1	\$ 4,000.00	\$ 4,000.00
6	Exterior Piping Insulation	LS	1	\$ 4,000.00	\$ 4,000.00
7	Exterior Piping Valve Replacement	EA	2	\$ 7,000.00	\$ 14,000.00
8	Exterior Piping Flex Connector Replacement	EA	2	\$ 2,000.00	\$ 4,000.00
9	Exterior Piping Heat Trace	LS	1	\$ 2,000.00	\$ 2,000.00
10	REL Third-Party Inspection	LS	1	\$ 29,011.00	\$ 29,011.00
GRAND TOTAL					\$ 419,011.00
GRAND TOTAL (In words) Four Hundred Nineteen Thousand Eleven Dollars and 00/100					

* START DATE 12-1-2023

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.

Signature on file

(Signature and Title)

Vice President

CORPORATE SEAL
(If available)



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

Subscribed and sworn to before me this 30 day of March AD, 20 23

Signature on file

(Notary Public)

My Commission Expires: May 11, 2023



Kelsey N. James
Notary Public, State of Indiana
Lake County
Commission #667755
My Commission Expires
05/11/2023

SEAL



Required Vendor Ethics Disclosure Statement

Date: 3-29-23

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

Bid/Contract/PO #:

Company Name: <u>DYNAMIC INDUSTRIAL SERVICES INC.</u>	Company Contact: <u>DEDE BAIRAKTARI'S</u>
Contact Phone: <u>708-665-4415</u>	Contact Email: <u>info@dynamicinc.net</u>

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

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

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

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

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

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

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

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

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

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

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

I hereby acknowledge that I have

Signature on file

Authorized Signature

Printed Name

Title

Date

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



File #: FM-P-0062-23

Agenda Date: 4/18/2023

Agenda #: 10.B.

AWARDING RESOLUTION
ISSUED TO F.E. MORAN INC. MECHANICAL SERVICES
TO UPGRADE AND REPLACE COMPONENTS OF THE EXISTING
HVAC CONTROLS SYSTEM AT THE JUDICIAL OFFICE FACILITY AND ANNEX
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$36,905)

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 F.E. Moran Inc. Mechanical Services, to upgrade and replace components of the existing Judicial Office Facility and Annex East fan building automation HVAC controls system, for the period April 25, 2023 through November 30, 2023, for Facilities Management; and

WHEREAS, the County Board has determined that upgrading and replacing components of the HVAC controls system is consistent with the specifications and guidance offered for which American Rescue Plan Act funds can be expended.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to upgrade and replace components of the existing Judicial Office Facility and Annex East fan building automation HVAC controls system, for the period April 25, 2023 through November 30, 2023, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, F.E. Moran Inc. Mechanical Services, 2283 Carlson Drive, Northbrook, IL 60062, for a contract total amount not to exceed \$36,905, per lowest responsible bid #23-054-FM.

Enacted and approved this 25th of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1417	RFP, BID, QUOTE OR RENEWAL #: 23-054-FM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$36,905.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$36,905.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: F.E. Moran Inc. Mechanical Services	VENDOR #: 33103	DEPT: Facilities Management	DEPT CONTACT NAME: Cathie Figlewski
VENDOR CONTACT: Tom Rogers	VENDOR CONTACT PHONE: 224-545-1774	DEPT CONTACT PHONE #: x5665	DEPT CONTACT EMAIL: catherine.figlewski2@dupageco.org
VENDOR CONTACT EMAIL: tom.rogers@femoran.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 F.E. Moran Inc. Mechanical Services to upgrade and replace components of the existing Judicial Office Facility Annex East fan building automation HVAC controls system, for Facilities Management, for the period April 25, 2023, through November 30, 2023, for a total contract amount not to exceed \$36,905, per lowest responsible bid 23-054-FM. ARPA ITEM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The JOF Annex control system is obsolete and can no longer communicate with the Building Automation System. Without communication it is difficult to control the ventilation and temperature in the building.			

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: F.E. Moran Inc. Mechanical Services	Vendor#: 33103	Dept: Facilities Management	Division:
Attn: Tom Rogers	Email: tom.rogers@femoran.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 2265 Carlson Drive	City: Northbrook	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60062	State: IL	Zip: 60187
Phone: 224-545-1774	Fax: 847-291-9115	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: F.E. Moran Inc. Mechanical Services	Vendor#: 33103	Dept: Facilities Management	Division:
Attn: Tom Rogers	Email: tom.rogers@femoran.com	Attn: Gavin Carroll	Email: gavin.carroll@dupageco.org
Address: 2265 Carlson Drive	City: Northbrook	Address: 410 N. County Farm Road	City: Wheaton
State: IL	Zip: 60062	State: IL	Zip: 60187
Phone: 224-545-1774	Fax: 847-291-9115	Phone: 630-407-2687	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 25, 2023	Contract End Date (PO25): Nov 30, 2023
Contract Administrator (PO25): Cathie Figlewski			

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	FY23	1100	1215	54010	2200703-5 4010	36,905.00	36,905.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 36,905.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. JOF Annex HVAC Controls Upgrade - ARPA
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 4/18/23 CB 4/25/23 ARPA item, Project #22-00700
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
503 ANNEX EAST FAN BUILDING AUTOMATION HVAC CONTROLS UPGRADE
23-054-FM
BID TABULATION

✓

				F.E. MORAN INC	
NO.	ITEM	UOM	QTY	PRICE	
1	AHU-2 Controls and BAS Upgrades	LS	1	\$	33,550.00
GRAND TOTAL				\$	33,550.00

NOTES
 1. The department is requesting a 10% contingency. The request is the bid total of \$33,550.00 + the contingency of (\$33,550.00 x .10) \$3,355.00 = total request of \$36,905.00.

Bid Opening 3/30/2023 @ 2:30 PM	NE, VC
Invitations Sent	34
Total Vendors Requesting Documents	4
Total Bid Responses	1

BID PRICING

The undersigned hereby proposes to provide all labor, services, and materials necessary, but not limited to remove, replace, and install AHU-2 Controls and BAS Upgrades for DuPage County according to the Drawings and Specifications of Bid #23-054-FM for a complete working system.

NO	ITEM	UOM	QTY	PRICE
1.	AHU-2 Controls and BAS Upgrades	LS	1	\$ 33,550.00
GRAND TOTAL (In words) thirty three thousand, five hundred and fifty dollars and ⁰⁰ / ₁₀₀				



2283 Carlson Drive
Northbrook, IL 60062
(847) 291-9101

F.E. Moran
F.E. Moran Mechanical Services
F.E. Moran Fire Protection Northern IL
F.E. Moran Fire Protection National
F.E. Moran Special Hazard Systems
F.E. Moran Refrigeration
F.E. Moran Industrial

www.femoran.com

We save lives, protect property, and create healthy environments.

March 15, 2023

DuPage County
Building 503 Judicial Annex
505 N County Farm Rd
Wheaton, IL 60187

Re: AHU-2 Controls and BAS Upgrades per drawings dated February 2023

F.E. Moran, Inc. Mechanical Services appreciates the opportunity to submit the following proposal for the above referenced project.

Provide and install the following parts to control (1) AHU and integrate to the Johnson Controls BAS.

Included:

- (1) JACE controller
- (4) SAM-25 Controllers
- (4) Duct sensors
- (1) Avg. Sensor
- (16) Damper actuators with brackets
- (16) Relays
- (2) Pneumatic transducers
- Programming, graphics, wire, panel materials, and installation of all control equipment

Cost: \$33,550.00



2283 Carlson Drive
Northbrook, IL 60062
(847) 291-9101

F.E. Moran
F.E. Moran Mechanical Services
F.E. Moran Fire Protection Northern IL
F.E. Moran Fire Protection National
F.E. Moran Special Hazard Systems
F.E. Moran Refrigeration
F.E. Moran Industrial

www.femoran.com

We save lives. protect property. and create healthy environments

Exclusions:

- Additional parts
- Overtime
- Repairs of mechanical equipment
- Valves (Which will remain pneumatic)

This proposal is valid for thirty (30) calendar days from the above date.

Material Escalation Clause. Customer agrees that the pricing offered in this Proposal by FE Moran Inc., Mechanical Services "MMS" is based upon the pricing of steel and other commodities and its availability as of the date of this Proposal. Customer and MMS agree that given the uncertainty in current market trends and conditions, the cost and availability of steel/copper, steel/copper products and other commodities may rise, and that any such increase in the cost of materials ordered by MMS for this project after the date of this Proposal or any surcharges or other costs imposed, shall result in a corresponding dollar for dollar increase in MMS Proposal price. MMS agrees to provide timely information to Customer about any increase in the cost of steel/copper, steel/copper products and other commodities and Customer agrees to execute, at MMS's request, an addendum including a nondisclosure agreement whereby Customer agrees to pay MMS for any increases as described above under the terms and conditions agreed upon and stated in this Proposal.

Thank you for your confidence in F.E. Moran, Inc. Mechanical Services and for the opportunity to be of service to you. If you have any questions, please feel free to call me at 224-545-1774

Sincerely,

F.E. Moran, Inc. Mechanical Services.

Tom Rogers

Tom Rogers

Building Automation Superintendent

Customer's Acceptance:

Accepted by: _____

Date: _____ **PO#** _____



2283 Carlson Drive
Northbrook, IL 60062
(847) 291-9101

F.E. Moran
F.E. Moran Mechanical Services
F.E. Moran Fire Protection Northern IL
F.E. Moran Fire Protection National
F.E. Moran Special Hazard Systems
F.E. Moran Refrigeration
F.E. Moran Industrial

www.femoran.com

We save lives, protect property, and create healthy environments.

Service Terms and Conditions

TERMS: F.E. Moran, Inc. Mechanical Services payments are due 30 days from receipt of invoice. If the proposal amount exceeds \$10,000.00, CUSTOMER shall pay a down payment. The down payment shall be equivalent to 25% of the proposal amount. Upon receipt of the down payment F.E. Moran, Inc. Mechanical Services shall commence work. CUSTOMER agrees to pay interest on any sums outstanding and past due computed at 1.5% per month or at highest lawful rate if that rate is lower. Any costs to collect any outstanding and past due amounts, including reasonable attorney fees, shall be paid by CUSTOMER.

INVOICING: F.E. Moran, Inc. Mechanical Services reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.

TAXES: Prices quoted are inclusive of taxes, unless noted otherwise, or in lieu thereof. The CUSTOMER shall provide F.E. Moran, Inc. Mechanical Services with a Tax Exemption Certificate acceptable to the taxing authorities if the CUSTOMER is tax exempt.

EXCLUSIONS: Permits and fees are not included in this proposal price. Asbestos removal or detection, smoke detectors, lead abatement, structural steel, painting, roofing, plumbing, sprinkler or electrical system additions or revisions are not included. It is assumed that the existing building systems and structure are capable of handling the specified repairs to or replacement of CUSTOMER's HVAC system, (which include the building structural, electrical, and mechanical systems).

GUARANTEE AND WARRANTY: The proposal includes a one (1) year parts warranty from the manufacturer and a ninety (90) day workmanship guarantee from F.E. Moran, Inc. Mechanical Services from date of completion of such work. Any extended equipment / part warranties or defined requirements will be listed under "Additional Provisions & Exclusions" above. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. The CUSTOMER agrees to provide routine maintenance as specified by the manufacturer to ensure efficient operation and warranty coverage. Warranty will be void if the following occurs: (i) payments are not made in accordance with the terms and conditions of this proposal; (ii) the CUSTOMER neglects to keep the operation of its HVAC system in good working order; (iii) CUSTOMER carelessly damages, misuses or abuses its HVAC system; (iv) any damage to CUSTOMER's HVAC system results from any unforeseen condition occurring beyond F.E. Moran, Inc. Mechanical Services' control; or (v) the CUSTOMER or a third party performs any alteration, modification, installation, or repair to the CUSTOMER's HVAC system.

GENERAL TERMS AND CONDITIONS: Unless specifically stated otherwise, all work will be performed by competent union workers during normal working hours, Monday through Friday, 7:00AM until 3:30 PM. This proposal supersedes all previously dated documents. F.E. Moran, Inc. Mechanical Services shall not be required to furnish any equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this proposal. CUSTOMER agrees that the venue for any legal actions shall be in the Circuit Courts of Cook County. F.E. Moran, Inc. Mechanical Services' time to perform its obligations shall be extended as necessary if performance is delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties; transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond F.E. Moran, Inc. Mechanical Services' reasonable control.

This proposal contains proprietary design and pricing information and is provided to the CUSTOMER for their confidential use only. The CUSTOMER agrees not to lend, reproduce or otherwise disclose its contents without express written consent of F.E. Moran, Inc. Mechanical Services.

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.

[Handwritten signature]

X Signature on file
[Handwritten signature]
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 21st day of March AD, 2023

Signature on file
[Handwritten signature] My Commission Expires: 07-09-2024
(Notary Public)



SEAL



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: <u>F.E. Moran, Inc. Mechanical Services</u>	Company Contact: <u>Tom Rogers</u>
Contact Phone: <u>224-545-1774</u>	Contact Email: <u>tom.rogers@femorand.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file
Printed Name Gravin Hansen
Title President
Date 03-21-2023

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



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0031-23

Agenda Date: 4/18/2023

Agenda #: 11.A.

AWARDING RESOLUTION
ISSUED TO VERIZON WIRELESS
TO PROVIDE WIRELESS SERVICES
FOR PUBLIC WORKS FACILITIES
(CONTRACT TOTAL NOT TO EXCEED \$34,000)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and the State of Illinois, the County of DuPage will contract with Verizon Wireless; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract, to provide wireless services, for the period of April 25, 2023 to October 2, 2025, for Public Works facilities.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for wireless services for Public Works facilities, for the period of April 25, 2023 to October 2, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Verizon Wireless, P.O. Box 25505, Pennsylvania 18002-5505, for a total contract amount not to exceed \$34,000. Contract pursuant to the Intergovernmental Cooperation Act, per the State of Illinois Master Contract #CMS793372P.

Enacted and approved this 25th day of April, 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: State of Illinois Master Contract #	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$34,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$34,000.00
	CURRENT TERM TOTAL COST: \$34,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: Verizon Wireless	VENDOR #: 10597	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Rob Pietrini	VENDOR CONTACT PHONE: 630-940-7453	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: robert.pietrini@verizonwireless.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.). Wireless services per the State of Illinois Master Contract #CMS793372P			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Many remote Public Works facilities, such as lift stations, well houses, treatment plants, etc., are using Verizon specific cellular devices (modems, routers) for monitoring, control, and alarming. We also have tablets and other devices specific to Verizon that are used by staff to allow for mobile accessibility.			

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. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER \$35,000.00
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: Verizon Wireless	Vendor#: 10597	Dept: DuPage County Public Works	Division: Public Works
Attn: Rob Pietrini	Email: robert.pietrini@verizonwireless.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 1515 E. Woodfield Road, Suite 1400	City: Schaumburg	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60173	State: Illinois	Zip: 60517
Phone: 630-800-0768	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Verizon Wireless	Vendor#: 10597	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address: P.O. Box 25505	City: Lehigh Valley	Address:	City:
State: Pennsylvania	Zip: 18002-5505	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 25, 2023	Contract End Date (PO25): Oct 2, 2025
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Wireless services per State of Illinois Master Contract #CMS793372P	FY23	2000	2665	53260		2,400.00	2,400.00
2	1	EA			FY23	2000	2555	53260		3,600.00	3,600.00
3	1	EA			FY23	2000	2640	53260		2,000.00	2,000.00
4	1	EA			FY24	2000	2665	53260		4,500.00	4,500.00
5	1	EA			FY24	2000	2555	53260		6,200.00	6,200.00
6	1	EA			FY24	2000	2640	53260		3,300.00	3,300.00
7	1	EA			FY25	2000	2665	53260		3,700.00	3,700.00
8	1	EA			FY25	2000	2555	53260		5,300.00	5,300.00
9	1	EA			FY25	2000	2640	53260		3,000.00	3,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 34,000.00

<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

STATE OF ILLINOIS CONTRACT RENEWAL

Department of Innovation and Technology
JPMC Verizon Wireless Voice, Data, Equipment
CMS793372P

The undersigned Agency and Vendor, CELLCO PARTNERSHIP DBA VERIZON WIRELESS, (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Cellco Partnership d/b/a Verizon Wireless	Address: One Verizon Way, Basking Ridge, NJ 07920
Signature:  DocuSigned by: GD86E6219D89488...	Phone: 217-836-9229 (Sales)
Printed Name: Todd Loccisano	Fax: 240-280-3686
Title: VP – Contract Management	Email: Provided in attached Contacts List.
Date: September 29, 2022	

STATE OF ILLINOIS

Procuring Agency: Innovation and Technology	Phone:
Street Address: 120 West Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 9/30/2022
Printed Name: Jennifer Ricker	by Jenifer L. Johnson, Chief of Staff
Official's Title: Secretary	
Legal Signature: 	Date: 9/30/22
Legal Printed Name: Matthew Runyen by Kristen L. Sweat	
Legal's Title: General Counsel by Deputy General Counsel	
Fiscal Signature: 	Date: 9/30/22
Fiscal's Printed Name: Mary Feagans	by DoIT Comptroller Christa Bull

Reviewed as to legal
clause sufficiency:
ALM 9/29/2022

1

Fiscal's Title: Acting Chief Fiscal Officer		
STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS
BB# 23-448DOIT-TELEC-R-142688	Project Title MC Verizon Wireless Voice, Data, Equipment	
Contract # CMS793372P	Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. #	IPB Publication Date:	Award Code: B
Subcontractor Utilization? ☐ Yes ☐ No	Subcontractor Disclosure? ☐ Yes ☐ No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **DESCRIPTION OF CONTRACT BEING RENEWED:** The Illinois Department of Innovation and Technology (DoIT) and CELLCO PARTNERSHIP DBA VERIZON WIRELESS are renewing Contract # CMS793372P for wireless voice (including push-to-talk/direct connect/walkie-talkie service), data airtime services, and wireless equipment. This is the final three (3) year renewal option. This is a joint purchase master contract ("JMPC") available to all governmental units and/or qualified not-for-profit agencies in Illinois.
2. **TERMS AND CONDITIONS:** This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein. Specifically, the Contract is amended as follows:

The following clauses are added to **Section 4.10 Indemnification and Liability:**

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall ensure the security, storage, and integrity of the State's content, data, computers, networks, and systems (which may include the use of encryption technology to protect the State's content and data from unauthorized access). Notwithstanding anything to the contrary in this contract, to the extent that Vendor experiences or causes an information breach or security incident that impacts the State's data, content, computers, systems, or networks, Vendor shall immediately notify the State and will use best efforts to immediately remedy any such breach or incident, and to prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for any and all reasonable costs incurred by the State in responding to, and mitigating damages caused by, any such breach or security incident, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE TO STATE COMPUTER SYSTEMS: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable where any damage or impairment to the State's computers, systems, and networks, or any loss or corruption of the State's data or content, is due to Vendor's negligent or intentional acts and omissions. Further, Vendor shall reimburse the State for any and all reasonable costs incurred by the State in restoring such data, content, computers, systems, or networks.

Section 4.19 Notices is replaced in its entirety with the following:

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express or other similar and reliable carrier). Notices to Vendor and Notice to the State not sent via electronic mail shall be sent using the contact information as provided with the signatures. Notices to the State via electronic mail shall be sent as described in the contract list, titled SOI and Vendor Contacts for Notifications, which is attached to this Contract Renewal and may be updated from time to time by the State with notice to Verizon. All legal notices sent by electronic mail to DoIT pursuant to this Contract or as required by this Contract, shall include the DoIT General Counsel, at DoIT.GeneralCounsel@illinois.gov. Notices to the Vendor via electronic mail shall be sent as described in the contract list, titled SOI and Vendor Contacts for Notifications, which is attached to this Contract Renewal and may be updated from time to time by the Vendor with notice to the State. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

The following is a new Section 4.28:

4.28 COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Orders 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

3. **RENEWAL TERM:** This RENEWAL shall begin October 3, 2022 and shall run through October 2, 2025.
4. **COSTS:** Pricing for the products and services included in the Contract during the first renewal term shall remain unchanged. Pricing for products and services added with this second Contract renewal are provided in the revised comprehensive State of Illinois Pricing Catalog attached to this Contract renewal.
5. **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment.
6. **SUBCONTRACTORS:** Will subcontractors be utilized? ☒ Yes ☐ No

As also provided in the Utilization Plan attached to this renewal, the Business Enterprise Program (BEP) and Veteran Small Business (VSB) certified vendor goals only apply to Dollars Subject to the Goal (amount remaining after exemptions are subtracted), which the State, including the Department of Innovation and Technology (DoIT), the BEP Council, and the Council on Equity and Inclusion, determined is eight percent (8%) of the total DoIT purchases during the Second Renewal, with remaining amounts being exempt from the Dollars Subject to the Goal. At the time of the Second Renewal, the estimated Dollars Subject to the Goal is three million two hundred thousand Dollars (\$3,200,000), which is eight percent (8%) of the total estimated DoIT purchases (\$40M) during the Second Renewal. The total required BEP and VSB spend during the Second Renewal is accordingly estimated at \$704,000 (22% of Dollars Subject to the Goal) and \$96,000 (3% of Dollars Subject to the Goal) respectively.

The above estimates of \$40M, \$3.2M, \$704,000, and \$96,000 are included for illustration purposes only, and the BEP and VBP subcontracting goals of 22% and 3% respectively apply to Dollars Subject to the Goal (as defined above) based on the actual amount of total DoIT purchases during the Second Renewal.

Subcontractors Added or Continuing during Third Renewal Period

- Subcontractor Name: ARQ LLC, d/b/a ARQ

Amount to be paid: 15% of Dollars Subject to the Goal.

Address: 3002 Dow Avenue, Suite 416, Tustin, California 92780

Description of work: Professional services and equipment relating to cellular coverage enhancement in State-owned or occupied buildings.

- Subcontractor Name: Fidelity Print Communications

Amount to be paid: 5% of Dollars Subject to the Goal



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Cellco Partnership d/b/a Verizon Wireless	Company Contact: Rob Pietrini
Contact Phone: 630-940-7453	Contact Email: robert.pietrini@verizonwireless.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

DocuSigned by:
[Signature]
7C4D47PDF124410...

Printed Name

Amy Lloyd

Title

Director - Contract Management

Date

12-Apr-2023

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



File #: PW-R-0001-23

Agenda Date: 4/18/2023

Agenda #: 12.A.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF Lisle AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REPORTING AND METER READING

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct and maintain sewer and water systems and to enter into agreements for purposes related thereto (Illinois Compiled Statutes Chapter 55 paragraphs 5/5-15001 et. seq.); and

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the VILLAGE furnishes water to customers in its service area, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers' premises; and

WHEREAS, similarly, the COUNTY operates a waterworks system in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its customers' premises; and

WHEREAS, the COUNTY presently conducts bi-monthly water readings of the VILLAGE'S service area at the premises of customers on the COUNTY and VILLAGE water systems; and

WHEREAS, the VILLAGE and COUNTY have determined that it would be more efficient for a single entity to collect all meter readings and to supply these readings to the other governmental entity; and

WHEREAS, the VILLAGE and COUNTY desire for the COUNTY to read the VILLAGE'S water meters; and

WHEREAS, the VILLAGE and COUNTY desire to partner in the implementation of a fixed-base, Advanced Metering Infrastructure System (AMI) in order to: 1) Eliminate manual water reads; 2) Reduce non-revenue water due to meter inaccuracies and enable more timely identification of leaks; 3) Reduce cost to obtain reads; and 4) Improve customer service by receiving daily consumption reads to provide advanced data analysis and providing water customer access to a consumer portal to monitor usage; and

WHEREAS, it is necessary that meter-reading services be provided subject to the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the COUNTY and VILLAGE is hereby accepted and approved and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Intergovernmental 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 the Village of Lisle, 925 Burlington Avenue, Lisle, Illinois 60532 ATTN: Eric Ertmoed; Nicholas V. Alfronso, State's Attorney's Office.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LISLE AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REPORTING AND METER READING**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 25th day of April, 2023 between the Village of Lisle, a municipal corporation, (hereinafter referred to as “VILLAGE”), with offices located at 925 Burlington Avenue, Lisle, Illinois 60532, and the County of DuPage, Illinois, a body politic and corporate, (hereinafter referred to as the “COUNTY”) with offices located at 421 N. County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the VILLAGE furnishes water to customers in its community, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers’ premises; and

WHEREAS, similarly, the COUNTY operates a waterworks system in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its customers’ premises; and

WHEREAS, the COUNTY presently conducts bi-monthly water readings of the VILLAGE’S service area at the premises of customers on the COUNTY and VILLAGE water systems; and

WHEREAS, the VILLAGE and COUNTY have determined that it would be more efficient for a single entity to collect all meter readings and to supply these readings to the other governmental entity; and

WHEREAS, the VILLAGE and COUNTY desire for the COUNTY to read the VILLAGE’S water meters; and

WHEREAS, the VILLAGE and COUNTY desire to partner in the implementation of a fixed-base, Advanced Metering Infrastructure System (AMI) in order to: 1) Eliminate manual water reads; 2) Reduce non-revenue water due to meter inaccuracies and enable more timely identification of leaks; 3) Reduce cost to obtain reads; and 4) Improve customer service by receiving daily consumption reads to provide advanced data analysis and providing water customer access to a consumer portal to monitor usage; and

WHEREAS, it is necessary that meter-reading services be provided subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the COUNTY and the VILLAGE agree as follows:

1.0 GENERAL TERMS

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

1.2 The following definitions shall apply:

1.2.1 “Billing Cycle” shall refer to the approximate sixty (60) day time period every other month. There are (6) six billing cycles each year.

1.2.2 “Inside Reading” shall mean any meter reading, or attempted meter reading, other than an Outside Reading.

1.2.3 “Outside Reading” shall mean a meter reading, or attempted meter reading, made from a device that is capable of displaying and, or, transmitting a meter reading, located outside a structure or enclosure, and which is readily accessible to the COUNTY meter readers without the need for keys, special permission or assistance to enter.

2.0 METER READING, PRIOR TO IMPLEMENTATION OF AMI SYSTEM

The COUNTY shall read the VILLAGE’s designated meter accounts on a bi-monthly basis on the odd numbered months during each calendar year. All readings conducted during a bi-monthly period shall be completed, and related reports transmitted to the VILLAGE, by the 28th of that month. The COUNTY shall generate a list of the missed readings and attempt to get a correct reading for each location. To the extent known, the COUNTY shall identify the reason for each missing or erroneous read. Reread sheets shall be provided to the VILLAGE

no later than three (3) business days after receipt of the original listing of all reads from the 28th of that month.

- 2.1 The COUNTY shall have the right to cause the VILLAGE water meters to be read at reasonable hours by properly authorized employees of the COUNTY. COUNTY employees reading VILLAGE water meters shall be dressed in uniform and shall carry and display suitable identification.
- 2.2 The COUNTY meter readers shall make the same reasonable efforts to obtain VILLAGE water meter readings as they make to obtain COUNTY water meter readings.
- 2.3 The COUNTY, shall in the manner hereafter agreed upon by the parties as described above, communicate to the VILLAGE the water meter readings taken by COUNTY meter readers.
- 2.4 The VILLAGE shall install, or require to be installed, Sensus SR-ECR Iperl, SR II, or Omni meters, with touch read, in all new construction or approved equivalent. Further, whenever the VILLAGE replaces, or is required to replace existing meters, the VILLAGE shall use a Sensus SR-ECR, Iperl, SR II, or Omni meter with touch read or approved equivalent as the replacement meter. All touch read mechanisms will read in thousands (4 digits).
- 2.5 The COUNTY agrees that its meter readers shall use doorknob cards for remote malfunctions and unoccupied accounts which shall include information on the reason for leaving the card, account and contact information.
- 2.6 The COUNTY shall inform the VILLAGE, in writing, of any service addresses that the COUNTY reasonably believes requires meter or remote repairs. VILLAGE personnel shall be responsible for appropriately responding to such notice within (1) one billing cycle of notification by the COUNTY. Until such time that the meter is made compliant by the VILLAGE, the COUNTY shall estimate the customer's usage for billing purposes. VILLAGE will take a reading from the meter at the time of repair/replacement and provide reading to the COUNTY.
- 2.7 The COUNTY shall inform the VILLAGE, in writing, of any service addresses that the COUNTY reasonably believes requires meter or remote repairs. VILLAGE personnel shall be responsible for appropriately responding to such notice on a timely basis.

3.0 DATA REPORTING, PRIOR TO IMPLEMENTATION OF AMI SYSTEM

- 3.1 The COUNTY shall provide to the VILLAGE during each billing cycle the following:
 - 3.1.a The County shall submit to the VILLAGE the customer meter reads and all related information for each customer, including but not limited to account number, date of reading, and current reading. Such information shall be provided in an electronic file via email to the designated representative at the VILLAGE using the text file format. Any change in the file format must be mutually agreed to by both parties.
 - 3.1.b A listing of non-readings whenever the COUNTY attempts, but is unable to read a meter that includes the reason for not reading the meter.
 - 3.2 In the event the VILLAGE requires additional reporting from the COUNTY associated with meter reading, which reports are not specifically provided for herein, the VILLAGE shall reimburse the COUNTY for all reasonable costs, directly or indirectly, associated with producing said reports.
- 4.0 METER READING, TRANSITION TO AMI SYSTEM
- 4.1 The COUNTY and VILLAGE will partner to implement a fixed-base AMI system.
 - 4.2 The VILLAGE will use base station antennas the COUNTY has installed.
 - 4.3 The COUNTY will be responsible for the maintenance of the base station antennas during the term of this agreement.
 - 4.4 The VILLAGE, at its expense, will replace or retrofit all water meters within the VILLAGE'S system with Sensus Smartpoint Radio transmitters within thirty six months of the effective date of this agreement.
 - 4.5 The COUNTY will enter a Software as a Service (SaaS) agreement with Sensus USA Inc. for Regional Network Interface (RNI) software and Sensus Analytics software.
 - 4.6 The COUNTY will charge the VILLAGE the VILLAGE'S share of SaaS fees based upon the VILLAGE'S share of the annual contracted fee with Sensus USA Inc.
 - 4.7 The COUNTY will enter a Software as a Service (SaaS) agreement with Sensus USA Inc. for a Sensus Analytics Consumer Portal allowing

VILLAGE water customers to enroll and access the portal to monitor usage.

5.0 DATA REPORTING, TRANSITION TO AMI SYSTEM

- 5.1 The VILLAGE will utilize Sensus Analytics software to obtain meter readings for Water Billing purposes.
- 5.2 The COUNTY will have access to the same Sensus Analytics software to obtain meter readings for Sewer Billing purposes.

6.0 IDENTIFICATION OF PREMISES.

- 6.1 The VILLAGE shall, in the manner hereafter agreed upon by the parties, identify to the COUNTY the premises at which water meter readings are to be made by the COUNTY. The COUNTY shall not be responsible for any discrepancies between the inside meter reading and remote readings.
- 6.2 The VILLAGE shall provide the COUNTY all water meter remote address locations in order to facilitate the reading of those accounts.
- 6.3 The VILLAGE shall provide the COUNTY with meter change out paperwork, final meter readings for meter changes outs, ownership/occupant change paperwork including forwarding address and final meter readings for ownership/occupant changes at least bi-monthly or more often as determined and mutually agreed upon by staff from the COUNTY and VILLAGE, except in cases where paperwork is received at the end of the billing cycle. For this exception, VILLAGE will provide customer changes after the bi-monthly billing period is finalized. VILLAGE shall provide to COUNTY a list of customers that VILLAGE terminates water service for and provide COUNTY with a list of restored customers,

7.0 OUTSIDE READING/INSIDE READING.

- 7.1 It is expressly understood that any attempt by the COUNTY to read a meter shall be treated as a reading for billing purposes, as set forth in Section 8.0, below, regardless of whether the COUNTY was able to successfully read that meter.

8.0 CHARGES FOR SERVICES/PAYMENT.

- 8.1 Effective with the first billing cycle after the approval of this Agreement, Ninety Seven Cents (.97¢) for each meter outside or inside reading, non AMI system reading, made by the COUNTY of the VILLAGE'S meters for each meter where the meter read is used by both the VILLAGE and COUNTY for billing purposes.
- 8.2 Effective with the first billing cycle after the approval of this Agreement, One Dollar Ninety Three Cents (\$1.93) for each meter outside or inside reading, non AMI system reading, as defined herein made by the COUNTY'S meter readers of VILLAGE water meters and where the meter read is used only by the VILLAGE for billing purposes.
- 8.3 Effective with the implementation of the AMI system, and obtaining water meter reads electronically via the AMI system, a fee of Fifty Cents (\$0.50) charged bi-monthly for each AMI meter reading used for billing purposes by either the COUNTY or VILLAGE. This fee is for the COUNTY to recover its costs to install, maintain and replace the base station antennas on the COUNTY'S water towers, and the COUNTY'S implementation and ongoing maintenance of a water customer consumer portal.
- 8.4 Effective with the County incurring SaaS software fees per Exhibit A, annual amount to be divided and billed 1/6th each billing cycle.
- 8.5 The COUNTY shall bill the VILLAGE for the billing cycle on a bi-monthly basis; payment of each such bill shall be due from the VILLAGE thirty (30) days after the date of mailing of the bill.
- 8.6 The rates and/or the rate structure, with the exception of the SaaS software fees in Exhibit A, may be modified by the mutual written consent of the Superintendent of Public Works of the COUNTY and the Village Manager of the VILLAGE, based upon an approved DuPage County Public Works rate study. The VILLAGE and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 10.1, below.
- 8.7 The non-AMI system reading and billing service charges set forth in Paragraphs 8.1 and 8.2, above, paid by the VILLAGE to the COUNTY shall be held constant until December 31, 2023. After this constant rate period, the rates will be reviewed and adjusted, if necessary, on an annual basis to reflect cost of living increase. To determine the cost-of-living increase, the VILLAGE and COUNTY agree to use the Consumer Price Index for all Urban Consumers (CPI-U) in December of each year. The VILLAGE and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 11.1, below. The reading and billing service charge may only

be adjusted once per year, and such adjustments shall become effective January 1st each year.

- 8.8 The AMI meter reading fee set forth in Paragraph 8.3, above, paid by the VILLAGE to the COUNTY shall be held constant until December 31, 2031. After this constant rate period, the rates will be reviewed and adjusted, if necessary, on an annual basis to reflect cost of living increase. To determine the cost-of-living increase, the VILLAGE and COUNTY agree to use the Consumer Price Index for all Urban Consumers (CPI-U) in December of each year. The VILLAGE and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 10.1, below. The reading service charge may only be adjusted once per year, and such adjustments shall become effective January 1st each year.
- 8.9 The COUNTY may request, in writing, that the VILLAGE terminate water service to any VILLAGE water service customer who is more than forty-five (45) days and fifty dollars (\$50.00) past due for COUNTY sewerage service. The COUNTY will review the VILLAGE termination list (referenced in Paragraph 6.3) before requesting termination for delinquency to the COUNTY. If the VILLAGE terminated the service, prior to COUNTY, the VILLAGE will keep the service terminated at no charge to the COUNTY until both the COUNTY and the VILLAGE are paid the delinquent balance, subject to written notification from the COUNTY of such request. The VILLAGE will make a good faith effort to terminate water service to delinquent parcels within three (3) business days of the COUNTY'S request, barring delay due to weather or other unforeseen circumstances or scheduling conflicts. If a service cannot be terminated because the B-Box could not be located or the B-Box is not keyable, the VILLAGE will make a good faith effort to locate and/or repair the B-Box. The COUNTY shall pay the VILLAGE a restoration fee for each property that has water service discontinued and restored in an amount equal to the then current amount provided for in the VILLAGE code, upon receipt of an invoice from the VILLAGE, for each water service sent to the VILLAGE with a request for termination whether or not the water is discontinued and/or restored. This fee may be increased by the VILLAGE at any time, provided the VILLAGE first gives the COUNTY ninety (90) days written notice of the new charges. The fee may be changed without formal amendment of this agreement. The COUNTY shall make payment to the VILLAGE for service terminations within thirty (30) days of receipt of a VILLAGE invoice for such work, except that the COUNTY shall not be required to make such payments to the VILLAGE more often than once per month.

9.0 INDEMNIFICATION.

- 9.1 Each party shall indemnify, hold harmless and defend the other party, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the first party's negligent or willful acts, errors or omissions in its performance under this Agreement, to the fullest extent each party is so authorized under the law.
- 9.2 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party's indemnification obligations under this AGREEMENT.

10.0 MISCELLANEOUS TERMS.

- 10.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the COUNTY and the VILLAGE.
- 10.2 This Agreement contains the entire understanding of the VILLAGE and the COUNTY with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 10.3 Upon the execution of this Agreement by both of the parties hereto, the Intergovernmental Agreement between the Village of LISLE and the County of DuPage, Illinois for Reporting and Meter Reading, approved by the COUNTY by Resolution PW-0010-11 shall be null and void and of no further force or effect.
- 10.4 This Agreement shall be executed for and on behalf of the COUNTY and the VILLAGE pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
- 10.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 10.6 The initial term of this Agreement shall become effective from the date fully executed by the parties and remain in full force and effect for a period of three (3) years from the effective date. On the date of the third anniversary of this Agreement and each subsequent anniversary date

thereafter, this Agreement shall automatically renew for an additional one-year period unless, within at least ninety (90) days prior to such anniversary date, either party has given written notice of termination to the other party.

- 10.7 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the VILLAGE shall not be relieved of its obligation to pay the COUNTY for services rendered prior to termination or for the COUNTY to be relieved of its obligation to pay the VILLAGE for services rendered prior to termination.
- 10.8 Upon termination, the liabilities and obligations, with the exception of the SaaS software fees in Exhibit A, of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the VILLAGE shall not be relieved of its obligation to pay the COUNTY for services rendered prior to termination. The VILLAGE will be continue to be obligated to pay the COUNTY for SaaS software fees for the period of time the hosting services are provided by Sensus USA, Inc.
- 10.9 In the event that the COUNTY'S obligation hereunder to read the VILLAGE'S water meters cannot be performed by reason of an act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, pandemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the COUNTY, then during the continuance of such disturbance, (i) the COUNTY'S obligation to read VILLAGE'S water meters shall be suspended to the extent that the interference prohibits such performance, and (ii) subject to the provisions above, the VILLAGE'S obligation to make corresponding payments to the COUNTY shall likewise be suspended.
- 10.10 COUNTY'S obligations under this Agreement are conditioned upon receipt by the COUNTY of such regulatory approvals as the COUNTY, in its sole discretion, determines to be necessary in connection herewith. In addition, if at any time the COUNTY, in its sole discretion, determines that its relationship with any regulatory agency makes such termination advisable, the COUNTY may terminate this Agreement upon at least ninety (90) days prior notice to the VILLAGE.

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

For the VILLAGE:

Village of Lisle
925 Burlington Avenue
Lisle, Illinois 60532
ATTN: Eric Ertmoed, Village Manager

For the COUNTY:

Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas Kottmeyer, Superintendent

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

For the VILLAGE:

Village of Lisle
925 Burlington Avenue
Lisle, IL 60532
ATTN: Eric Ertmoed, Village Manager

For the COUNTY:

Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Superintendent

DuPage County State's Attorney's Office
503 North County Farm Road
Wheaton, Illinois 60187
Attn: Civil Bureau

10.13 In addition to the notice requirements set forth above the parties agree that day to day communications may be by telephone or email, communication to the following contact persons, which list may be updated by either party

without formally amending the Agreement in compliance to Paragraph 8.1, above.

For the VILLAGE:

Director of Finance	Sarah Mitchell	630-271-4133
Director of Public Works	Jason Elias	630-271-4171

For the COUNTY:

Financial Administrator	Stan Spera	630-985-7400
Billing Manager	Cheryl Rivera	630-985-2905

10.14 The parties agree that neither party shall have any recourse against the other party for any breach unless notice of said breach has been given and the party in breach has failed or refused to timely cure said breach. The waiver of, or failure to enforce, any breach of this Agreement by any party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

10.15 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

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

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

Village of Lisle

County of DuPage

Christopher Pecak
Mayor

Deborah A Conroy,
County Board Chair

Attest:

Attest:

Kristy Grau
Village Clerk

Jean Kaczmarek
County Clerk

Exhibit A: SaaS Software Fees				
		VILLAGE OF LISLE		
		RNI	Sensus Analytics	Total
	Year 1	\$ 8,335.00	\$ 10,793.00	\$ 19,128.00
	Year 2	\$ 8,505.00	\$ 11,013.00	\$ 19,518.00
	Year 3	\$ 8,679.00	\$ 11,238.00	\$ 19,917.00
	Year 4	\$ 8,856.00	\$ 11,467.00	\$ 20,323.00
	Year 5	\$ 9,037.00	\$ 11,701.00	\$ 20,738.00
	Year 6	\$ 9,218.00	\$ 11,935.00	\$ 21,153.00
	Year 7	\$ 9,402.00	\$ 12,174.00	\$ 21,576.00
	Year 8	\$ 9,590.00	\$ 12,417.00	\$ 22,007.00
	Year 9	\$ 9,782.00	\$ 12,665.00	\$ 22,447.00
	Year 10	\$ 9,978.00	\$ 12,918.00	\$ 22,896.00
*Core & Main/Sensus SaaS fees annual escalation of 2% through year 10				
** Annual fee after year 10 to be determined by the amount charged by Core & Main / Sensus USA Inc.				
SUBJECT TO CONTRACT PRICING FROM CORE & MAIN / SENSUS BASED ON THE NUMBER OF ACCOUNTS FOR EACH RESPECTIVE MUNICIPAL UTILITY.				



Public Works Change Order with Resolution

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

File #: PW-CO-0004-23

Agenda Date: 4/18/2023

Agenda #: 13.A.

AMENDMENT TO COUNTY CONTRACT 5620-0001 SERV
ISSUED TO CORE AND MAIN LP
FOR METERS, INSTALLATION, AMI SYSTEM AND INFRASTRUCTURE
(CONTRACT INCREASE NOT TO EXCEED \$99,624)

WHEREAS, Resolution PW-P-0038-22, was approved and adopted by the County Board on January 11th, 2022; and

WHEREAS, the Public Works Committee recommends County Board approval for changes as stated in Request for Change Order to County Contract 5620-0001 SERV to increase the contract in the amount of \$99,624.00. This County Contract was issued to Core and Main LP for meters, installation, AMI system and infrastructure, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Request for Change Order, dated April 3, 2023, to the County Contract 5620-0001 SERV, issued to Core and Main LP, to add Village of Lisle municipal water customers to the Advanced Metering Infrastructure (AMI) network managed by DuPage County Public Works, with the Village of Lisle reimbursing the County for the incremental costs, to increase the contract in the amount \$99,624.00, taking the contract amount of \$1,749,712.00, and resulting in an amended contract total amount not to exceed \$1,849,336.00, an increase of 5.69%.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 3, 2023

MinuteTraq (IQM2) ID #:

PW 4/18
CB 4/25

Purchase Order #: 5620SERV	Original Purchase Order Date: Jan 18, 2022	Change Order #: 5	Department: Public Works
Vendor Name: Core & Main LP		Vendor #: 27603	Dept Contact: Stan Spera
Background and/or Reason for Change Order Request:	Add Village of Lisle municipal water customers to the Advanced Metering Infrastructure (AMI) network managed by DuPage County Public works. Incremental costs to be recovered from Village of Lisle per Intergovernmental Agreement. Increase contract in the amount of \$99,624.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

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

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 $\geq$ \$2,500.00, or $\geq$ 10%, of current contract amount ☒ Funding Source 2000-2665-53807 see b6, b7C
- ☐ OTHER - explain below:

FY23 \$19,128.00, FY24 \$19,518.00, FY25 \$19,917.00, FY26 \$20,323.00, FY27 \$20,738.00

	x 6800	4/5/23		x 6800	4/5/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date		Procurement Officer	Date	4/7/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date		Chairman's Office (Decision Memos Over \$25,000)	Date	



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Apr 3, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Public Works	Department Contact: Stan Spera
Contact Email: stanley.spera@dupageco.org	Contact Phone: 630.985.7400
Vendor Name: Core & Main LP	Vendor #: 27603

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

Increase to Core & Main LP purchase order in the amount of \$99,624.00 for a new total of \$1,849,336.00.

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

In January 2022 DuPage County Public Works entered into a contract with Core & Main to install an Advanced Metering Infrastructure (AMI) network and system. The system was initially deployed to benefit the customers of DuPage County Public Works and City of Darien water customers with the costs of network and associated software to be shared between the respective municipal utilities. The Village of Lisle desires to be part of this network and participate in the cost sharing of network infrastructure. The incremental contract amount requested is for the costs for SaaS software fees for the additional customer accounts added. These costs will be recovered from the Village of Lisle per an Intergovernmental Agreement.

Strategic Impact

Customer Service

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

To improve customer service and increase meter reading meter efficiency, the County, along with partner municipalities such as the Village of Lisle and City of Darien, is pursuing the implementation of a fixed network AMI system, water meter replacement, and water meter retrofit program. Project benefits are:

- 1) Improved Customer Service: Transitioning to AMI will reduce the volume of estimated bills, and help the Public Works Department and partner municipalities provide customers with proactive leak notifications, consumption alerts, and better usage date in near real-time.
- 2) Improved Sustainability in Operations: Reduce vehicle usage - attributed to AMI deployment - will reduce Public Works Department greenhouse gas emissions and future vehicle purchases. 95% of of mileage associated with metering activity is expected to be eliminated via AMI.
- 3) Improved Conservation Opportunities: Hourly interval data from water meters, and analytical software, will proactively identify leaks reducing water waste and risk of catastrophic damage.
- 4) Improved Safety - For Staff and Customers: Transitioning to AMI will reduce safety risks that meter readers encounter in the field and reduce customer concerns of staff entering property. Additionally, reduction in driving miles will reduce the risk of accidents.
- 5) Accuracy and Equity: An added benefit will be the replacement of older meters. Water meters and their registers often lose accuracy as they age. Revenue loss from consumption not measured results in higher rates for other customers.

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

Bid 20-078-PW and 20-079-PW

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

As this is part of a current contract, there are no recommendations to change the supplier.

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

FY23	2000-2665-53807	\$19,128.00
FY24	2000-2665-53807	\$19,518.00
FY25	2000-2665-53807	\$19,917.00
FY26	2000-2665-53807	\$20,323.00
FY27	2000-2665-53807	\$20,738.00



Required Vendor Ethics Disclosure Statement

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

Date: 4-12-23

Bid/Contract/PO #: _____

Company Name: <u>Core & Main</u>	Company Contact: <u>Scott Jaros</u>
Contact Phone: <u>630-665-1800</u>	Contact Email: <u>scott.jaros@coreandmain.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Scott Jaros

Title

Branch Operations Manager

Date

4-12-2023

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



Facilities Management Change Order with Resolution

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

File #: FM-CO-0067-23

Agenda Date: 4/18/2023

Agenda #: 13.B.

AMENDMENT TO COUNTY CONTRACT 5597-0001 SERV
ISSUED TO CONFERENCE TECHNOLOGIES, INC.
FOR PHASE II COURTROOM TECHNOLOGY UPGRADES
AT THE HJH JUDICIAL OFFICE FACILITY FOR FACILITIES MANAGEMENT
(CONTRACT INCREASE TO \$820,883.53)

WHEREAS, Resolution FM-P-0022-22 was approved and adopted by the County Board on December 14, 2021; and

WHEREAS, the Public Works Committee recommends County Board approval for changes as stated in Request for Change Order to County Contract 5597-0001 SERV to increase the contract in the amount of \$47,344.08. This County Contract was issued to Conference Technologies, Inc., for the Phase II Courtroom Technology Upgrade project, for Facilities Management.

NOW, THEREFORE, BE IT RESOLVED, that the County Board adopts Request for Change Order, dated March 28, 2023 to the County Contract 5597-0001 SERV, issued to Conference Technologies, Inc., for the Phase II Courtroom Technology Upgrade project, for Facilities Management to increase the encumbrance in the amount of \$47,344.08, taking the contract amount of \$773,539.45 and resulting in an amended contract total amount of \$820,883.53, an increase of 6.12%.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

PW 4/18
CB 4/25

Date: Mar 28, 2023

MinuteTraq (IQM2) ID #: 23-1324

Purchase Order #: 5597-0001 SERV	Original Purchase Order Date: Dec 15, 2021	Change Order #: 3	Department: Facilities Management
Vendor Name: Conference Technologies, Inc.		Vendor #: 23282	Dept Contact: Mark Thomas
Background and/or Reason for Change Order Request:	Original purchase order was to furnish, deliver and install (42) Courtrooms AV System Upgrades. The cameras did not adequately capture the judge in court proceedings. Alternative camera equipment was substituted, and the relocation of associated wiring created an additional amount of \$47,344.08 to the project. Add to Line 3 for new line total \$327,958.33. ARPA ITEM.		
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	\$773,539.45
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$773,539.45
D	Amount of this Change Order ☒ Increase ☐ Decrease	\$47,344.08
E	New contract amount (C + D)	\$820,883.53
F	Percent of current contract value this Change Order represents (D / C)	6.12%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	6.12%
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:	

Katherine Thompson	X8788	Mar 28, 2023	Signature on file	*6800	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Mar 28, 2023

MinuteTraq (IQM2) ID #: 23-1324

Department Requisition #: _____

Requesting Department: Facilities Management	Department Contact: Tim Harbaugh
Contact Email: tim.harbaugh@dupageco.org	Contact Phone: X5670
Vendor Name: Conference Technologies, Inc.	Vendor #: 23282

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

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

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

Cameras originally ordered did not adequately capture the judges in the recording of courtroom proceedings, so alternative cameras were selected and the relocation of associated wiring and installation was necessary.

Strategic Impact

Customer Service

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

Higher quality court records will result from the additions.

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

Sole Source per DuPage County Purchasing Ordinance, Article 4-102(5) . We currently utilize proprietary software designed for the Illinois 18th Judicial Circuit Court, at the Judicial Office Facility

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

- 1) Increase the contract with Conference Technologies, Inc. for upgraded cameras and associated wiring for (42) courtrooms in the Henry J Hyde Judicial Facility Office.
- 2) Do not increase the contract. Not recommended because the changes are necessary to provide quality records of court proceedings.

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

Funds are budgeted for this project in 1100-1215-54010 COVID-19_CCT. ARPA ITEM.



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: Feb 17, 2023

Bid/Contract/PO #: _____

Company Name: Conference Technologies, Inc.	Company Contact: Dan Bunyard
Contact Phone: 314-993-1400	Contact Email: Dan.Bunyard@CTI.COM

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

- 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

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

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

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

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

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

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

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

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

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

Authorized Signature _____ Signature on file _____

Printed Name _____ Dan Bunyard _____

Title _____ CFO _____

Date _____ Feb 17, 2023 _____

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



Facilities Management Change Order with Resolution

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

File #: FM-CO-0068-23

Agenda Date: 4/18/2023

Agenda #: 13.C.

AMENDMENT TO RESOLUTION FM-P-0198-22
ISSUED TO KONE, INC.
TO PROVIDE ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES FOR FACILITIES MANAGEMENT
(CONTRACT INCREASE NOT TO EXCEED \$139,715.00)

WHEREAS, the County of DuPage ("COUNTY") and, Kone, Inc. entered into a contract under Resolution FM-P-0198-22, which was adopted and approved by the County Board on June 28th, 2022 to provide elevator and escalator maintenance and repair services on DuPage County campus; and

WHEREAS, the COUNTY has further identified an additional scope of work that needs immediate attention; and

WHEREAS, Kone, Inc. will install Smart 3D Sensor Radar Elevator and Door Protection Systems to eight elevators at the DuPage Care Center and to twelve elevators at the DuPage County Jail & Sheriff's office; and

WHEREAS, the COUNTY and Kone, Inc. have agreed to increase the contract amount by \$139,715, taking the amended contract amount of \$3,424,330.48, resulting in a new amended contract amount not to exceed \$3,564,045.48, an increase of 4.08%.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts Change Order Notice, dated March 29, 2023, to County Contract 5900-0001 SERV, issued to Kone, Inc., to add an additional scope of work to provide and install Smart 3D Sensor Radar Elevator and Door Protection Systems to eight elevators at the DuPage Care Center and to twelve elevators at the DuPage County Jail & Sheriff's office, increasing the contract amount \$139,715, changing the amended total contract amount of \$3,424,330.48, to a new amended contract amount not to exceed \$3,564,045.48.

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit certified copies of this Resolution and attached Change Order Request Form amending Contract 5900-0001 SERV to Kone, Inc.; 1080 Parkview Blvd, Lombard, IL 60148; Nick Alfonso/State's Attorney's Office.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

PW 4/18
CB 4/25

Date: Mar 29, 2023

MinuteTraq (IQM2) ID #: 23708

Purchase Order #: S900-1 SERV	Original Purchase Order Date: July 1, 2022	Change Order #: 3	Department: Facilities Management
Vendor Name: Kone Inc		Vendor #: 12101	Dept Contact: Cathie Figlewski
Background and/or Reason for Change Order Request:	Original purchase order issued to Kone, Inc., to provide elevator and escalator maintenance and repair services. Add the following Scope of Work, to install Smart 3D Microwave Radar Elevator Sensor and Door Protection Systems, which are additional safety components on the elevators at the Du Page Care Center and Du Page County Jail & Sheriff's office, and to increase the contract in the amount of \$139,715.00. Add new line \$139,715; coding 6000-1220-54010-2301600-54010		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE	
A	Starting contract value
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order ☒ Increase ☐ Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)
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 6000-1220-54010	
☐ OTHER - explain below:	

CF	5665	Mar 29, 2023	Signature on file	26000	4/2/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	4/5/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Mar 29, 2023

MinuteTraq (IQM2) ID #: 23708

Department Requisition #: _____

Requesting Department: Facilities Management	Department Contact: Tim Harbaugh
Contact Email: tim.harbaugh@dupageco.org	Contact Phone: X5670
Vendor Name: Kone, Inc.	Vendor #: 12101

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

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

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

Add additional scope of work to provide and install Smart 3D Sensor Radar Elevator and Door Protection Systems, which will add safety components on eight elevators at the Du Page Care Center and twelve elevators at the Jail/Sheriff buildings.

Strategic Impact

Customer Service

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

This project will add increased safety components to the elevators.

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

Kone, Inc. has a cooperative agreement with Omnia Partners, contract EV2516.

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

- 1) Increase the contract with Kone, Inc. to add safety components to eight elevators at the Du Page Care Center and twelve elevators at the Jail/Sheriff buildings.
- 2) Do not increase the contract. Not recommended because the changes are necessary to add additional safety components to the elevators.

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

Funds are being budgeted for this project into county infrastructure fund 6000-1220-54010, by an additional appropriation at the 4/25/23 Finance Committee meeting.



Required Vendor Ethics Disclosure Statement

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

Date: 3-16-23

Bid/Contract/PO #: _____

Company Name: <u>KONE INC.</u>	Company Contact: <u>Martin Rogman</u>
Contact Phone: <u>630-310-1752</u>	Contact Email: <u>Martin.Rogman@Kone.com</u>

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

- 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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Bridget Pollard

Title General Manager

Date 3-16-23

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



File #: FM-P-0063-23

Agenda Date: 4/18/2023

Agenda #: 14.A.

AWARDING RESOLUTION
ISSUED TO ENERWISE GLOBAL TECHNOLOGIES, LLC
FOR PARTICIPATION IN THE DEMAND RESPONSE PROGRAM
(CONTRACT TOTAL AMOUNT: APPROXIMATELY \$31,773)
(REVENUE PAID TO COUNTY)

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

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

WHEREAS, pursuant to said authority, the COUNTY has installed and operates several compression ignition internal combustion engines ("CI ICE") to provide standby emergency electrical power to COUNTY buildings in the event of electrical power disruptions; and

WHEREAS, the COUNTY's CI ICE are capable of providing electrical power, on short notice, to COUNTY buildings during periods of peak energy demand; which action reduces the COUNTY's draw of electricity from the local electrical grid; and

WHEREAS, a private market exists for "Demand Response" programs, facilitated by curtailment service providers, in which participating CI ICE owners agree to operate their respective CI ICEs during periods of peak energy demand, (e.g., declared Energy Emergency Alerts per Federal regulations), to reduce the overall demand for electricity; and

WHEREAS, participants in Demand Response programs are paid regularly for their commitment to have electrical generation capacity available during such demand response events, together with additional compensation paid in accordance with the volume of electrical power generated during a demand response period; and

WHEREAS, proposals from curtailment service providers have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends that the County Board approve the proposal from Enerwise Global Technologies, LLC, to participate in the Demand Response Program for a one-year period from June 1, 2023 through May 31, 2024, with three one-year options to renew, in which the County will be enrolled in PJM's emergency capacity demand response program and be compensated at 85% of \$12.46/kW-Yr. for 2023-2024. The County will receive additional compensation of \$4,714.95/hr. for energy generated during all called events. Payments to the County will be made quarterly following the program year.

NOW, THEREFORE BE IT RESOLVED, that County RFP 23-012-FM for Facilities Management dated March 7, 2023, to participate in an electrical energy demand response program managed by Enerwise Global Technologies, LLC, for a one-year period from June 1, 2023 through May 31, 2024, is hereby approved for issuance by the County's Procurement Division to Enerwise Global Technologies, LLC, 1001 Fleet Street, Suite 400, Baltimore, MD 21202; and

BE IT FURTHER RESOLVED, that the County Board Chairman is hereby directed to execute the contract with Enerwise Global Technologies, LLC and to further execute such other documents as necessary and, or, prudent to complete the transaction hereby authorized; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution to Enerwise Global Technologies, LLC., 1001 Fleet Street, Suite 400, Baltimore, MD 21202; Anthony Hayman, State's Attorney's Office, and the Department of Public Works.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1465	RFP, BID, QUOTE OR RENEWAL #: RFP-23-012-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$31,773.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$127,092.00
	CURRENT TERM TOTAL COST: \$31,773.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Enerwise Global Technologies, LLC	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Becky Carfagno	VENDOR CONTACT PHONE: 844-276-9371	DEPT CONTACT PHONE #: x5670	DEPT CONTACT EMAIL: tim.harbaugh@dupageco.org
VENDOR CONTACT EMAIL: becky.carfagno@CPowerEnergyManagement.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 to award RFP-23-012-FM to Enerwise Global Technologies, LLC for participation in Demand Response Program, contract for called emergency events, for approximately \$31,773 in revenue to DuPage County, for a one-year period from June 1, 2023 through May 31, 2024. (Revenue paid to County)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Revenue to DuPage County for participation in demand response program.			

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.
RFP (REQUEST FOR PROPOSAL)	

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. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The RFP evaluated the vendor's competence to perform, demand response program and the amount of the revenue generated shared with the County.
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) Approve agreement with Enerwise Global Technologies, LLC. for curtailment services and realize approximately \$31,773 with possible additional revenue compensated at \$4,714.95/hr for energy generated during called events. 2) Do not approve the agreement and do not participate in Demand Response programs generating no revenue.

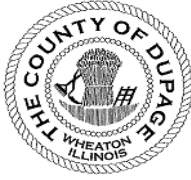
SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or 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: See Procurement	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email: FMAccountspayable@dupageco.org
Address:	City:	Address: 421 N. County Farm Rd.	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: See Procurement	Vendor#:	Dept: n/a	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2023	Contract End Date (PO25): May 31, 2024
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1		EA									0.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 0.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Revenue to DuPage County for Demand Response
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. PW: 4/18/23 CB: 4/25/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
CURTAILMENT SERVICE PROVIDER TO ENROLL COUNTY INTO
DEMAND RESPONSE PROGRAM 23-012-FM
BID TABULATION

✓

Criteria	Available Points	Enerwise Global dba CPower Energy Mgmt.	NRGSC
Firm Qualifications	5	5	3
Key Qualifications	5	5	4
Project Understanding	30	30	29
Price	60	60	57
Total	100	100	93

Proceeds to DuPage County	\$ 31,773.00	\$ 30,348.00
Percentage of points	100%	96%
Points awarded (wtd against lowest price)	60	57

NOTES

RFP Posted on 2/14/2023	
Bid Opened On 3/7/2023, 2:30 PM CST by	VC, DW
Invitations Sent	16
Total Requesting Documents	0
Total Bid Responses Received	2

Enerwise Global Technologies, LLC dba CPower Energy Management

SECTION 8 - BID FORM PRICING

SECTION 1

NO	YEAR	EMERGENCY CAPACITY kW ENROLLMENT	BASE RESIDUAL AUCTION RATE \$/kW - YR.	DUPAGE COUNTY % SHARE
1	2023 - 2024	3,000	\$12.46	85 %

SECTION 2

If there are real events, the County will also earn energy payments for each real event hour. At full performance, provide the energy payment rate for DuPage County.

NO	ITEM	PER HOUR
1	Real Events	\$ 4,714.95

to DuPage County

* During real events the energy payments to DuPage County will be paid the rate of \$1,571.65 per MWH for the percentage of overperformance.

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Enerwise Global Technologies, LLC
Main Business Address	1001 Fleet St.
	Suite 400
City, State, Zip Code	Baltimore, MD 21202
Telephone Number	844-276-9371
Fax Number	
Proposal Contact Person	Becky Carfagno
Email Address	Becky.Carfagno@CPowerEnergyManagement.com

The undersigned certifies that he is:

☐

the Owner/Sole
Proprietor

☐

a Member of the
Partnership

☒

an Officer of the
Corporation

☐

a Member of the
Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

John Horton
(President or Partner)

(Vice-President or Partner)

Shelley Schopp
(Secretary or Partner)

Mike Abramson
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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 Manager, DuPage Center, 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 Proposal 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 Offeror 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 Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-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 proposal and has checked the same in detail before submitting this proposal, 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. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided 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 offeror, 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 cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

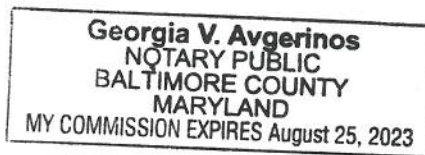
X Signature on file SVP
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 22 day of February AD, 2023

Signature on file
[Signature]
My Commission Expires: _____
(Notary Public)





Required Vendor Ethics Disclosure Statement

Date: 2/23/23

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

Bid/Contract/PO #: Curtailment Service Provider

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: David Novak
Contact Phone: 847-823-0500	Contact Email: dnovak@cbbel.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
Bob Schillerstrom	CBBEL	Check	\$1,000	9/22/22
Bob Schillerstrom	CBBEL	Check	\$2,000	8/24/22
Sam Tornatore	CBBEL	Check	\$500	8/5/22

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

Michael E. Kerr, PE

Title

President

Date

2/2/2023

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 (continued)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Grant Eckhoff	Christopher B. Burke Engineering, Ltd.	Check	\$250.00	05/11/22
Brian Krajewski	Christopher B. Burke Engineering, Ltd.	Check	\$250.00	05/31/22
Greg Boltz	Christopher B. Burke Engineering, Ltd.	Check	\$250.00	04/27/22


Signature

2/23/23
Date



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Enerwise Global Technologies, LLC	Company Contact: Stephen Oyler
Contact Phone: 412-206-1805	Contact Email: Stephen.Oyler@cpowerenergymanagement.com

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

- 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

- 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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- With any request for change order except those issued by the county for administrative adjustments

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

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

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

Authorized Signature	<u>Signature on file</u>
Printed Name	<u>Stephen Oyler</u>
Title	<u>Vice President, Customer Fulfillment</u>
Date	<u>02/20/2023</u>

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



Authorization to Travel

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

File #: 23-1543

Agenda Date: 4/18/2023

Agenda #: 15.A.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 4/5/2023	
NAME: Eric Brand	TITLE: Building Automation Systems Te
DEPARTMENT: Facilities Management	ACCOUNT CODE: 1000-1100
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
To obtain a Metasys® Extended Architecture Advanved Engineering for Building Engineers Certification as a result of being able to properly operate Metasys.	
DESTINATION: Milwaukee, WI	
DATE OF DEPARTURE: 7/24/2023	DATE OF RETURN ARRIVAL: 7/27/2023
(Please include a detailed explanation if different from official business dates)	
Class is Tuesday - 07/25 through Thursday - 07/27. Plan to arrive in Milwaukee Wisconsin on Monday evening (07/24).	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$2,640.00
TRANSPORTATION: Company Car -> Ford Escape	\$0.00
LODGING	\$400.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$200.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$224.00
TOTAL	\$3,464.00

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on file
(Signature)

Date: 4/5/23

Committee Name: Public Works Committee
ALL OVERNIGHT TRAVEL

Date: 4/18/2024

County Board: _____
ONLY OUT-OF-STATE TRAVEL

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Metasys® System Extended Architecture Advanced Engineering Course #397, 2.0 CEU

Experienced personnel will learn how to write advanced programs for facility-wide or specific mechanical control applications using the System Configuration Tool (SCT). Students will build, modify and troubleshoot routines they create.

Recommended Prerequisite:

Student must have background in operating and/or engineering the Metasys® system extended architecture. Metasys® system extended architecture Engineering and Setup (#391) or Metasys® system extended architecture for Building Engineers (#389).

For End Users and/or Metasys® Authorized Building Controls Specialists/Contractors only.

Course Duration

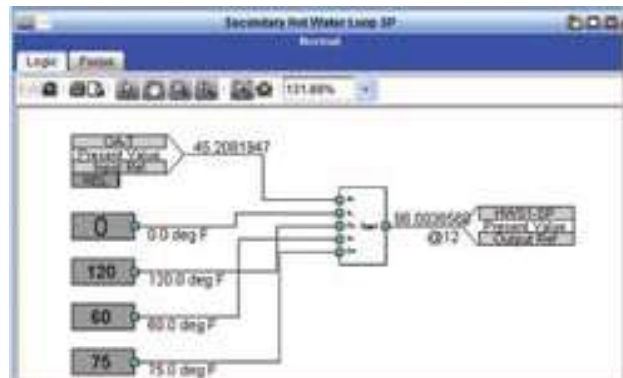
**Tuesday-Thursday
Class ends at
3:30 p.m. on Thursday**

Course Fee

**\$2640
per student**

Course Topics

- Review Metasys® system extended architecture
- Control Objects
(Interlocks, Multiple Commands, LCT, etc.)
- Reset Strategies
- Sequencing Equipment
- Rotation of Equipment
- Operating Equipment per Load Needs
- Lead Lag Strategies
- Creating Calculations Including Tonnage, Highest Daily, Temperature, etc.
- Student Directed Topics and Activities
- Hands on Lab
- Final Review



ENROLL NOW



**DUPAGE
COUNTY**

FACILITIES MANAGEMENT

630-407-5700
Fax: 630-407-5701

www.dupageco.org/facilities

DATE: April 5, 2023

TO: Paula Deacon Garcia, Chair
Members of the Public Works Committee

FROM: Tim Harbaugh, Deputy Director of Facilities Management 

RE: Travel Request – Metasys System Extended Architecture Advanced Engineering Course #397, 2.0 CEU

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

Registration:	\$2,640.00
Hotel:	400.00
Misc. Transportation	200.00
Per Diem:	224.00

TOTAL.....\$3,464.00