



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, May 21, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:02 AM.

2. ROLL CALL

Member DeSart arrived at 9:04 a.m. and Member Zay arrived at 9:21 a.m. due to attending other committee meetings.

Other Board Members Present: Member Lucy Evans, Member Sheila Rutledge (arrived at 9:05 a.m.), Member Yeena yoo (arrived at 9:05 a.m.), and Member Childress (arrived at 9:11 a.m.).

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-1522](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, May 7, 2024

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Mary Ozog

6. CONSENT ITEMS

6.A. [24-1523](#)

Amendment to purchase order 5186-0001 SERV, issued to AEP Energy, Inc., for electric utility supply and management services for the County campus, Public Works, and Stormwater, for Facilities Management, for a change order to extend the contract to August 31, 2024, no change in contract amount.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7. CLAIMS REPORT

7.A. [24-1524](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

8. JOINT PURCHASING AGREEMENT

8.A. [FM-P-0023-24](#)

Recommendation for the approval of a contract to Weatherproofing Technologies, Inc., for annual roof inspection, maintenance, and minor repair, as needed for campus roofs, for Facilities Management, for the period of May 29, 2024 through October 31, 2026, for a total contract amount not to exceed \$289,469.22. Contract pursuant to the Intergovernmental Cooperation Act – Omnia Partners Contract #R230404.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

9. PROFESSIONAL SERVICES AGREEMENT

9.A. [FM-P-0024-24](#)

Recommendation for the approval of a contract to Clark Dietz, Inc., to provide Professional Engineering & Design Services, for the installation of new photovoltaic systems at the 421 & 501 buildings, and on-call engineering & design services for the County campus, for Facilities Management, for the period May 28, 2024 through November 30, 2025, for a total contract amount not to exceed \$68,400. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq. (Partial EECBG Funded)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

10. BID AWARD

10.A. [24-1525](#)

Recommendation for the approval of a contract to Builders Chicago Corporation, to provide labor and materials to tear down existing and install new Versa Guard Wire Mesh Partitions/Caging for the Circuit Court Clerk Evidence Storage area at the Judicial Office Facility, for Facilities Management, for the period of May 22, 2024 through May 21, 2025, for a total contract amount not to exceed \$27,180.25, per lowest responsible bid # 24-043-FM.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

11. ACTION ITEMS

11.A. [24-1526](#)

Recommendation for the approval of a contract to the City of Wheaton, to provide fire alarm monitoring services for the County campus, for Facilities Management, for the period of July 1, 2024 through June 30, 2025, for a contract total amount not to exceed \$21,420. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – public utility.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

MOTION TO ENTER INTO EXECUTIVE SESSION

Motion by Member Cahill and seconded by Member Ozog to enter into Executive session. All ayes. Upon a roll call vote, the motion was passed.

Ayes: Cahill, DeSart, Galassi, Garcia, Ozog

Nays:

Absent: Zay

12. EXECUTIVE SESSION

12.A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21) Review of Executive Session Minutes

ROLL CALL TO ESTABLISH A QUORUM IN OPEN SESSION

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

13. MATTERS REFERRED FROM EXECUTIVE SESSION

13.A. [24-1528](#)

Disposition of Executive Session Minutes from November 21, 2023

These minutes were APPROVED FOR RELEASE.

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

14. DISCUSSION

14.A. [24-1527](#)

Jail Water Usage

Director of Public Works Nick Kottmeyer let the committee know that there is an increase in the use of water at the jail, and that this increase will mean that the FY25 budget for Facilities Management will need to substantially increase. Capital Projects Energy Analyst Ian Johnstone and Director Kottmeyer explained that one reason for this increased usage could be the installation of new water meters. Director Kottmeyer emphasized that they are looking into all potential reasons for the increase.

14.B. 421 Murals

Facilities Management Project Supervisor Geoff Matteson presented information and potential next steps regarding the murals at the 421 Building located by the County Board Room. He went over the art history of the murals, and confirmed that the tribes represented in the artwork are not from DuPage County. After previewing multiple preservation options, staff looked for guidance from the committee on moving forward with short term or long term goals regarding what they'd like to do with the murals.

There was consensus from the committee to move forward with the installation of small signage with a link to additional information on the County website.

15. OLD BUSINESS

No old business was discussed.

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 24-1522

Agenda Date: 5/21/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, May 7, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:02 AM.

2. ROLL CALL

Other Board Members present: Member Liz Chaplin, Member Yeena Yoo

PRESENT	Galassi, Garcia, Ozog, and Zay
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ABSENT	Cronin Cahill, and DeSart
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3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

Chair Garcia deferred her Chairwoman's Remarks to Director of Public Works Nick Kottmeyer to provide an update on the Electricity Bid.

3.A. Update on Electricity Bid

Director Kottmeyer let the committee know that when staff went out to bid originally in March, bids came in 71% higher than current pricing. Due to this increase, staff went out to bid again in April, and bids came in 67% higher than current pricing. Staff determined the best course of action would be to go with ComEd hourly spot pricing, with the team reassessing pricing every month.

4. PUBLIC COMMENT

The following individuals made in-person public comment:

Philip Buchanan: Heritage Gallery

5. APPROVAL OF MINUTES

5.A. [24-1384](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, April 16, 2024

RESULT:	APPROVED
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MOVER:	Mary Ozog
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SECONDER:	Jim Zay
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6. BUDGET TRANSFERS

6.A. [24-1385](#)

Facilities Management – \$385,950 budget transfer needed to capitalize TGA Park (election warehouse) and Glendale Heights Traffic Court per GASB 87 and revised finance policy. Funds will move from account 1000-1100-53400 (Rental of Office Space) in the amount of \$385,950, to account 1000-1100-54000-0700 (Building Leases).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

7. CLAIMS REPORT

7.A. [24-1386](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Mary Ozog

8. BID AWARD

8.A. [PW-P-0011-24](#)

Recommendation for the approval of a contract to Mid-American Water, to furnish and deliver sewer and water replacement parts on an as needed basis, for Public Works, for the period of May 14, 2024 to May 13, 2027, for a total contract amount not to exceed \$120,000, per lowest responsible bid #24-037-PW.

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

9. OTHER PROFESSIONAL SERVICES

9.A. [24-1387](#)

Recommendation for a contract to Donnelly & Associates, Inc., to provide professional on-call elevator consulting services, for the period of May 7, 2024 through May 6, 2026, for an amount not to exceed \$20,000. Other Professional Service not subject to competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). This is a highly technical elevator and escalator consulting service and not suitable for competitive bid. (Facilities Management)

RESULT:	APPROVED
MOVER:	Kari Galassi
SECONDER:	Mary Ozog

9.B. [FM-P-0022-24](#)

Recommendation for the approval of a contract to Taylor Studios, Inc., for professional design services for the Heritage Gallery in the JTK Building, for Facilities Management, for the period of May 15, 2024 through November 30, 2025, for an amount not to exceed \$45,000. Other Professional Service not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).

Member Zay confirmed that this is only for a preliminary design, and that was confirmed. There was discussion amongst the committee on how many visitors will see the Heritage Gallery, and on Working Groups that will include stakeholders and interested parties to further communicate and discuss the details of the Heritage Gallery.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

10. CREDIT APPLICATIONS

10.A. [24-1388](#)

Recommendation for the approval of a blanket purchase order, issued to Colony Hardware, for the purchase of tools and supplies, for Public Works, for the period of May 7, 2024 to May 6, 2025, for a credit limit not to exceed \$15,000. Per DuPage County Procurement Ordinance, Section 2-357(2) – Public Works will establish a credit account to purchase various supplies on an as-needed basis.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

10.B. [24-1389](#)

Recommendation for the approval of a blanket purchase order, issued to Konrady Plastics, Inc., for the purchase of plastic materials, for Public Works, for the period of May 7, 2024, through May 6, 2025, for a credit limit not to exceed \$15,000. Per DuPage County Procurement Ordinance, Section 2-357(2) – Public Works will establish a credit account to purchase various supplies on an as-needed basis.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

11. **ELECTRICITY SUPPLY AND DISTRIBUTION SERVICES**

11.A. [FM-P-0017-24](#)

Recommendation for the approval of a contract to ComEd, for electric utility supply and distribution services for the connected County facilities, for Facilities Management, for the period May 1, 2024 through April 30, 2025, for a total contract amount not to exceed \$4,374,742. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – Public Utility. (\$3,169,299 for Facilities Management, \$22,797 for Animal Services, \$794,041 for the Care Center, \$131,380 for the Division of Transportation, and \$257,225 for the Health Department)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Kari Galassi

11.B. [PW-P-0012-24](#)

Recommendation for the approval of a contract to ComEd, for electric utility supply and distribution services for the connected Public Works facilities, for Public Works, for the period of June 8, 2024, through April 30, 2025, for a total contract amount not to exceed \$1,300,000, per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – Public Utility.

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

12. INFORMATIONAL12.A. [24-1441](#)

Waterfall Glen Lift Station Easement

Director Kottmeyer let the committee know that Public Works has an existing lift station at this location that has been a temporary easement, and it is now on a permanent easement, as it is the best financial decision to make this a permanent easement.

RESULT: ACCEPTED AND PLACED ON FILE
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13. PRESENTATION

13.A. Woodridge Greene Valley WasteWater Treatment Plant - Phase 1 Improvements

Public Works Operations Manager Sean Reese and Chief Wastewater Operator Jay Dahlberg presented the Phase 1 Improvements plan for the Woodridge Greene Valley Wastewater Treatment Plant. Mr. Reese began the presentation by providing an overview of the major Public Works projects for 2024, reviewed current funding sources for these projects, and got into the details of the Woodridge Greene Valley Wastewater Treatment Plant headworks and blower replacement details. Mr. Dahlberg let the committee know the plans for the Turbo Blowers Room, screening building, and grit removal in the Phase 1 Improvements project plan.

14. OLD BUSINESS

No old business was discussed.

15. NEW BUSINESS

No new business was discussed.

16. ADJOURNMENT

With no further business, the meeting was adjourned.



Consent Item

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

File #: 24-1523

Agenda Date: 5/21/2024

Agenda #: 9.A



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

Consent
 PW 5/21
 CB 5/28

Date: May 6, 2024

MinuteTraq (IQM2) ID #: 24-1523

Purchase Order #: 5186-0001 SERV	Original Purchase Order Date: Apr 1, 2021	Change Order #: 1	Department: Facilities Management
Vendor Name: AEP Energy, Inc.		Vendor #: 37389	Dept Contact: Tim Harbaugh
Background and/or Reason for Change Order Request:	Extend contract to August 31, 2024.		
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 \$8,414,197.88
B	Net \$ change for previous Change Orders \$0.00
C	Current contract amount (A + B) \$8,414,197.88
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease \$0.00
E	New contract amount (C + D) \$8,414,197.88
F	Percent of current contract value this Change Order represents (D / C) 0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 0.00%
DECISION MEMO NOT REQUIRED	

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

DECISION MEMO REQUIRED	
<input checked="" type="checkbox"/>	Increase (greater than 29 days) contract expiration from: <u>Apr 30, 2024</u> to: <u>Aug 31, 2024</u>
<input type="checkbox"/>	Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____
<input type="checkbox"/>	OTHER - explain below: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

CF	5665	May 6, 2024	<u>H M/K</u>	*6800	5/6/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)			
Buyer	Date	Procurement Officer	Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



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: May 6, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Facilities Management	Department Contact: Tim Harbaugh
Contact Email: tim.harbaugh@dupagecounty.gov	Contact Phone: X5670
Vendor Name: AEP Energy, Inc.	Vendor #: 37389

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

Approve change order for electric utility supply and management services for County campus, Public Works, and Stormwater, for Facilities Management, to extend contract to August 31, 2024. No change in contact total.

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

It is necessary to extend this contract to allow time for the switchover from AEP to ComEd.

Strategic Impact

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

We need to be able to pay for electric supply through AEP until the switchover is complete.

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

Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Public Utility)

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

Staff recommends the approval of the change order to extend the contract.
Do not approve contract extension and pay for services without contract agreed pricing.

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

No fiscal impact.



Payment of Claims

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

File #: 24-1524

Agenda Date: 5/21/2024

Agenda #: 7.A.

**Public Works
Schedule of Claims
5/21/2024**

Pay Vendor Name	Description	Check Date	Amount
1ST CHOICE EQUIPMENT LLC	Pump water	5/3/2024	\$140.62
A. BLOCK MARKETING, INC	Chocolate Mulch	5/3/2024	\$390.00
AEP ENERGY	Electric supply	5/3/2024	\$442.91
ALTORFER INDUSTRIES INC	Service	5/3/2024	\$2,887.84
ANSWER NATIONAL	Telemessaging	5/3/2024	\$285.69
AT&T	Phone Service	5/3/2024	\$455.56
BRIDGESTONE RETAIL OPERATIONS	Service	5/3/2024	\$1,220.62
COMCAST	Internet	5/3/2024	\$727.06
FAVIA INVESTMENTS LTD	Service	5/3/2024	\$3,183.02
HANES GEO COMPONENTS	Round pin staples, straw mat	5/3/2024	\$1,102.80
MCMASTER-CARR	Supplies	5/3/2024	\$25.70
METROPOLITAN INDUSTRIES, INC	Switch mechanical level control float	5/3/2024	\$636.00
MONROE TRUCK EQUIPMENT INC	Tool box door	5/3/2024	\$1,449.34
NICOR GAS	Gas	5/3/2024	\$1,007.66
O'HARE TOWING SERVICE	Tow	5/3/2024	\$132.25
POLYDYNE INC	Polimer	5/3/2024	\$43,653.60
SCHWING BIOSSET, INC	Conveyor belt for frays and uneven wear	5/3/2024	\$7,432.92
STANDARD EQUIPMENT COMPANY	Push lock fittings	5/3/2024	\$89.25
STEWART SPREADING INC	Wiper neoprene 80Duro	5/3/2024	\$38,568.75
TRUCKPRO CHICAGO	Brake drums, brake kits	5/3/2024	\$989.87
UNITED RENTALS (NORTH	Replacement brake cylinders	5/3/2024	\$388.87
UNITED STATES POSTAL SERVICE	Postage Charges	5/3/2024	\$25.97
USA BLUEBOOK	Lab supplies	5/3/2024	\$381.75
AT&T	Phone Service	5/7/2024	\$1,328.32
DUPAGE TOPSOIL INC.	Dirt	5/7/2024	\$675.00
FEDEX	Shipping	5/7/2024	\$41.90
FULLIFE SAFETY CENTER	Safety vest	5/7/2024	\$436.50
GRAINGER INC	Electrical supplies	5/7/2024	\$219.11
IWEA	Membership dues	5/7/2024	\$35.00
NICOR GAS	Gas	5/7/2024	\$693.51
PACKEY WEBB FORD	Moulding	5/7/2024	\$104.60
ABARCA, PEDRO	Billing overpayment refund	5/8/2024	\$60.40
ALMANZA, VICTOR	Billing overpayment refund	5/8/2024	\$23.72
ARNDT, GREG	Billing overpayment refund	5/8/2024	\$32.29
BERLIN, DANIEL	Billing overpayment refund	5/8/2024	\$19.03
BLESY, HAROLD	Billing overpayment refund	5/8/2024	\$10.18
BLUEBIRD HOME INVESTMENTS LLC	Billing overpayment refund	5/8/2024	\$14.69
BRICKETT, JASON &	Billing overpayment refund	5/8/2024	\$30.24
CHAWANIEC, BOGUSLAW	Billing overpayment refund	5/8/2024	\$33.16
CHICAGOLAND TRUST	Billing overpayment refund	5/8/2024	\$53.48
CHODOROWSKI, ELIZABETH	Billing overpayment refund	5/8/2024	\$44.13
CIAMPI, ALYSSA	Billing overpayment refund	5/8/2024	\$46.50
CIMAGLIA, FRANK & MARIE	Billing overpayment refund	5/8/2024	\$102.35
CUMMINGS, LINDA	Billing overpayment refund	5/8/2024	\$13.14
CUNNINGHAM, MARY	Billing overpayment refund	5/8/2024	\$20.25
DANTZLER, ELDER	Billing overpayment refund	5/8/2024	\$15.95
DARIEN POINTE LLC	Billing overpayment refund	5/8/2024	\$111.24
DEJATIVONG, CHO	Billing overpayment refund	5/8/2024	\$15.12
DUFF, MARK	Billing overpayment refund	5/8/2024	\$15.16
DWEYDARI, STEVE	Billing overpayment refund	5/8/2024	\$14.69
EHLERT, SIDNEY	Billing overpayment refund	5/8/2024	\$15.66
EIPE, SHEEBA	Billing overpayment refund	5/8/2024	\$69.56
ERRANDI, PAM	Billing overpayment refund	5/8/2024	\$30.54
FAN, WEN QUING	Billing overpayment refund	5/8/2024	\$17.59

**Public Works
Schedule of Claims
5/21/2024**

Pay Vendor Name	Description	Check Date	Amount
FLYER, MIRJANA	Billing overpayment refund	5/8/2024	\$12.78
FRANKOVICH, RAYMOND	Billing overpayment refund	5/8/2024	\$11.10
GARCIA, JOSE & NANCY	Billing overpayment refund	5/8/2024	\$311.23
GERVASE, JOHN	Billing overpayment refund	5/8/2024	\$153.00
GORSKI, CATHY	Billing overpayment refund	5/8/2024	\$30.24
GOTHAM, FRED	Billing overpayment refund	5/8/2024	\$28.56
GRBIC C/O CHRISTINA EIDSON,	Billing overpayment refund	5/8/2024	\$25.62
HARVEY, LISA	Billing overpayment refund	5/8/2024	\$9.30
HINTZ, WILLIAM	Billing overpayment refund	5/8/2024	\$203.07
HOLZBERGER, ELIZABETH	Billing overpayment refund	5/8/2024	\$138.56
HORNING, ESTELLA	Billing overpayment refund	5/8/2024	\$182.28
HOWE, BETTY	Billing overpayment refund	5/8/2024	\$17.40
HPA US1 LLC	Billing overpayment refund	5/8/2024	\$64.48
JAMES PAWLIK	Billing overpayment refund	5/8/2024	\$25.00
JOY, SHANTY	Billing overpayment refund	5/8/2024	\$82.72
KAGAN, BARBARA	Billing overpayment refund	5/8/2024	\$15.12
KALETA, KRZYSZTOF & RENE	Billing overpayment refund	5/8/2024	\$65.27
KEENE, JEREMY	Billing overpayment refund	5/8/2024	\$34.27
KENNING, ROLAND	Billing overpayment refund	5/8/2024	\$98.05
KEYES, TIFFANY	Billing overpayment refund	5/8/2024	\$11.63
KORINEK, FRANK	Billing overpayment refund	5/8/2024	\$15.12
KOROLIS, NICHOLAS	Billing overpayment refund	5/8/2024	\$60.48
KOYS, JOHN	Billing overpayment refund	5/8/2024	\$15.12
KOZIOL, MICHAEL	Billing overpayment refund	5/8/2024	\$15.02
KWASNIEWSKI, DAMIAN	Billing overpayment refund	5/8/2024	\$12.09
LADNIAK, LOTTIE	Billing overpayment refund	5/8/2024	\$22.82
LAPPAY, FLORENCE	Billing overpayment refund	5/8/2024	\$94.47
LECHUGA, RAFAEL &	Billing overpayment refund	5/8/2024	\$145.66
LESLIE, EILEEN	Billing overpayment refund	5/8/2024	\$69.37
LIEBERMAN, HOWARD	Billing overpayment refund	5/8/2024	\$20.00
MACK, DARREN	Billing overpayment refund	5/8/2024	\$25.42
MATYKIEWICZ, CHESTER &	Billing overpayment refund	5/8/2024	\$39.41
MENZIONE, GREG	Billing overpayment refund	5/8/2024	\$62.46
MUELLER, ROBERT	Billing overpayment refund	5/8/2024	\$19.69
MYTYS, MIKE	Billing overpayment refund	5/8/2024	\$11.63
NOWAK HOLDS LLC	Billing overpayment refund	5/8/2024	\$17.07
O'CONNOR, MARY	Billing overpayment refund	5/8/2024	\$41.14
OHR, KEN	Billing overpayment refund	5/8/2024	\$58.30
PASSERO, DOLORES R	Billing overpayment refund	5/8/2024	\$14.26
PATEL, NILESH	Billing overpayment refund	5/8/2024	\$124.06
PEIFFER, TROY	Billing overpayment refund	5/8/2024	\$46.17
PELLETIER, KEVIN	Billing overpayment refund	5/8/2024	\$27.40
PULTE HOMES-1008	Billing overpayment refund	5/8/2024	\$156.66
RAAP, BETTY, C/O DARRELL RAPP	Billing overpayment refund	5/8/2024	\$105.59
RANDOLPH, EMILY & MATT	Billing overpayment refund	5/8/2024	\$78.78
RHEA, PAULA	Billing overpayment refund	5/8/2024	\$36.54
RICE, RICHARD	Billing overpayment refund	5/8/2024	\$61.31
SAENZ, HUMBERT	Billing overpayment refund	5/8/2024	\$40.30
SALVATO, SALLY	Billing overpayment refund	5/8/2024	\$15.12
SANTANA, JAIME/HANSON, EMILY	Billing overpayment refund	5/8/2024	\$48.89
SFR ACQUISITIONS LLC	Billing overpayment refund	5/8/2024	\$12.09
STEFANCHIK, BETH	Billing overpayment refund	5/8/2024	\$24.81
TALAMO, ALBERTO	Billing overpayment refund	5/8/2024	\$62.96
TALAT, KHAN, C/O SCOTT ROMANEK	Billing overpayment refund	5/8/2024	\$51.92

**Public Works
Schedule of Claims
5/21/2024**

Pay Vendor Name	Description	Check Date	Amount
THIELE, ERIC	Billing overpayment refund	5/8/2024	\$152.34
TRUHLAR, KEVIN	Billing overpayment refund	5/8/2024	\$14.93
URS PARTNERS LLC	Billing overpayment refund	5/8/2024	\$8.37
VANDERMEER, FLOYD	Billing overpayment refund	5/8/2024	\$12.11
VITALO, JULIEANNE	Billing overpayment refund	5/8/2024	\$60.48
WILKE, ETHEL	Billing overpayment refund	5/8/2024	\$20.00
WILSON, RUPA & WILSON, KERRY	Billing overpayment refund	5/8/2024	\$27.29
WLODARCZYK, LESTER	Billing overpayment refund	5/8/2024	\$98.29
YUREK, STEVE & MARY	Billing overpayment refund	5/8/2024	\$11.86
ZAMARRIPA, DANIEL	Billing overpayment refund	5/8/2024	\$42.74
ZAMSKY, ALBERT	Billing overpayment refund	5/8/2024	\$32.32
ZIMMERMAN, THOMAS	Billing overpayment refund	5/8/2024	\$32.10
ACTION SCREEN PRINT &	Water proof jacket	5/10/2024	\$197.67
ADVANCE AUTO PARTS	Auto parts	5/10/2024	\$675.42
CENTRAL STATES WATER	Conference	5/10/2024	\$285.00
CORE & MAIN LP	Flexnet smartpoints	5/10/2024	\$3,201.30
DUPAGE WATER COMMISSION	Operations & Maintenance	5/10/2024	\$70,317.94
GRAYBAR	Electrical supplies	5/10/2024	\$1,769.79
HARDY DIAGNOSTICS	Lab testing	5/10/2024	\$304.65
HYDRAULIC SUPPLY COMPANY	Hose assy	5/10/2024	\$335.93
L.A. FASTENERS, INC	Nuts and bolts	5/10/2024	\$46.23
MEEKS, ANITA M.	Permanent sewer easement	5/10/2024	\$10,000.00
NEUCO INC	Relay	5/10/2024	\$11.04
TERRACE SUPPLY CO	Gas Cylinder Rental	5/10/2024	\$85.50
AT&T	Phone Service	5/14/2024	\$975.09
COM ED	Electricity	5/14/2024	\$27,572.10
CORE & MAIN LP	Flexnet smart points	5/14/2024	\$1,898.03
FEDEX	Shipping	5/14/2024	\$71.20
GRAYBAR	Electrical supplies	5/14/2024	\$1,049.66
IDEXX DISTRIBUTION INC	Lab supplies	5/14/2024	\$2,590.27
LAI LTD	Replacement of valve in sand filter building	5/14/2024	\$4,983.84
NICOR GAS	Gfas	5/14/2024	\$4,785.28
PROTANIC	Annual testing	5/14/2024	\$1,758.87
SOURCE NORTH AMERICA CORP	Keyfobs	5/14/2024	\$313.50
	Total		\$246,874.01

Facilities Management Department

Schedule of Purchases Under \$15,000

May 21, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24046	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$297.57
24051	Nicor Gas	Natural Gas	1000	1100	53200	\$1,012.25
24091	United States Postal Service	Postal & Postage Charges	1000	1100	53804	\$3.20
24132	DPC Finance	Operating Supplies & Materials	1000	1100	52200	\$77.78
24216	DPC Division of Transportation	Maintenance Supplies	1000	1102	52270	\$8,039.30
24217	Landscape Material and Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$44.00
24218	Russo Power Equipment	Auto/Mach/Equip Parts	1000	1102	52250	\$263.98
24220	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$101.21
24221	Blackhawk Supply LLC	Maintenance Supplies	1000	1100	52270	\$1,066.33
24222	DPC Division of Transportation	Other Contractual Expenses	1000	1102	53830	\$975.60
24223	Barlow Mechanical Sales, Inc.	Maintenance Supplies	1000	1100	52270	\$1,907.00
24224	Pomp's Tire Service, Inc.	Auto/Mach/Equip Parts	1000	1102	52250	\$2,431.00
24226	Johnstone, Ian	Instruction & Schooling	1000	1100	53610	\$103.22
24228	Allied Valve, Inc	Repair & Maintenance Other Equipment	1000	1100	53370	\$1,028.00
24229	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$308.93
24230	UKG Kronos Systems LLC	Subscription IT Agreements	1000	1100	53807	\$1,931.04
24231	Johnson Controls	Auto/Mach/Equip Parts	1000	1100	52250	\$1,403.53
24232	Mechanical Test & Balance, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$4,050.00
24233	Amsoil Inc.	Fuel & Lubricants	1000	1100	52260	\$816.92
24234	Midwest Salt	Chemical Supplies	1000	1100	52330	\$633.15
24237	USA BlueBook	Maintenance Supplies	1000	1100	52270	\$221.33

Facilities Management Department

Schedule of Other Payments						
May 21, 2024						
CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6341-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$1,125.00
6642-0001 SERV	Air Filter Solutions, LLC	Maintenance Supplies	1000	1100	52270	\$1,076.58
6778-0001 SERV	Amazon.com LLC	Furn/Mach/Equip Small Value, Operating Supplies and Maintenance Supplies	1000	1100	52000 52200 52270	\$1,982.15
6678-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$627.50
4094-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$21,199.65
5617-0001 SERV	Chem-Wise Ecological Pest Management Services, Inc.	Custodial Services	1000	1100	53810	\$309.75
6906-0001 SERV	Chem-Wise Ecological Pest Management Services, Inc.	Custodial Services	1000	1100	53810	\$1,197.50
5216-0001 SERV	ComEd	Electricity	1000	1100	53210	\$256,861.19
5723-0001 SERV	Door Systems ASSA ABLOY	Repair & Maintenance Facilities	1000	1100	53300	\$10,891.85
FM24183	DPC Public Works	Repair & Maintenance Facilities and Building Improvements	1000 6000	1100 1220	53300 54010	\$25,893.61
5968-0001 SERV	Fehr Graham & Associates LLC	Engineering & Architectural	1000	1100	53010	\$57.40
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	1000	1100	53300	\$195.00
6793-0001 SERV	GenServe LLC	Repair & Maintenance Facilities	1000	1100	53300	\$3,149.00
6816-0001 SERV	Grainger	Operating Supplies, Auto/Mach/Equip Parts and Maintenance Supplies	1000	1100	52200 52250 52270	\$343.91
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies and Building Improvements	1000 6000	1100 1220	52270 54010	\$9,646.38
5827-0001 SERV	Groot, Inc.	Custodial Services and Other Contractual Expenses	1000	1100 1102	53810 53830	\$5,090.69
6920-0001 SERV	Halloran Power Equipment, Inc.	Furn/Mach/Equip Small Value	1000	1102	52000	\$14,819.00
6355-0001 SERV	Hampton, Lenzini & Renwick, Inc. (HLR)	Building Improvements	6000	1220	54010	\$5,712.00
6641-0001 SERV	Hampton, Lenzini & Renwick, Inc. (HLR)	Building Improvements	6000	1220	54010	\$54,827.16
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$44.17
6795-0001 SERV	ODP Business Solutions LLC	Operating Supplies & Materials	1000	1100	52200	\$79.79
6908-0001 SERV	ODP Business Solutions LLC	Building Improvements	6000	1220	54010	\$5,007.97
6889-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$5,851.92
6119-0001 SERV	The Home Depot Pro	Cleaning Supplies	1000	1100	52280	\$2,385.15
5442-0001 SERV	Trane U.S. Inc	Repair & Maintenance Facilities	1000	1100	53300	\$10,918.75
6695-0001 SERV	Voris Mechanical, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$614.40
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$166,147.98



Facilities Management Requisition Over \$30K

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

File #: FM-P-0023-24

Agenda Date: 5/21/2024

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO WEATHERPROOFING TECHNOLOGIES, INC.
FOR ANNUAL ROOF INSPECTIONS, MAINTENANCE
AND MINOR REPAIRS OF CAMPUS ROOFS
FOR FACILITIES MANAGEMENT
(CONTRACT AMOUNT NOT TO EXCEED: \$289,469.22)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and Omnia Partners, the County of DuPage will contract with Weatherproofing Technologies, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Weatherproofing Technologies Inc., to provide annual roof inspections, maintenance and minor repairs as needed for campus roofs, for the period of May 29, 2024 through October 31, 2026, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide annual roof inspections, maintenance and minor repairs as needed for campus roofs, for the period May 29, 2024 through October 31, 2026, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Weatherproofing Technologies, Inc., 3735 Green Road, Beachwood, OH 44122, for a total contract amount not to exceed \$289,469.22.

Enacted and approved this 28th day of May, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1471	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$289,469.22
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/21/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$289,469.22
	CURRENT TERM TOTAL COST: \$289,469.22	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Weatherproofing Technologies, Inc. (subsidiary of Tremco)	VENDOR #: 13080	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: John Momper Jr.	VENDOR CONTACT PHONE: 630-881-4149	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: JCMomper@tremcoinc.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Weatherproofing Technologies Inc., for annual roof inspection, maintenance, and minor repair as needed for campus roofs, for Facilities Management, for the period May 29, 2024 through October 31, 2026, for a total contract amount not to exceed \$289,469.22. Contract pursuant to the Intergovernmental Cooperation Act – Omnia Partners Contract #R230404.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Annual standard roofing housekeeping, maintenance and inspections are necessary for campus roofs; these provide the data to analyze conditions, budget for restoration or replacement and to qualify new roofing warranties. There are approximately 665,396 square feet of roofing on campus facilities in 189 different roof areas that need to be maintained to protect \$15M worth of roof assets. A consistent roof maintenance program will assist with extending the life of existing roofs through timely inspections and preventative maintenance.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Region 4 ESC through the Omnia Partners received responses from eight (8) vendors to RFP #23-04 for Roofing Products and services. The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Weatherproofing Technologies, Inc.. Region 4 ESC, Omnia Partners and Weatherproofing Technologies, Inc. successfully negotiated a contract, Region 4 ESC executed the agreement with a contract effective date of November 1, 2023. Through Omnia Partners, Weatherproofing Technologies, Inc. provides an access to an exceptional range of roofing components and services that can extends a roof's service life, reducing life-cycle costs while improving performance.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends securing a contract with Weatherproofing Technologies Inc., for annual roof inspection, maintenance and minor repair as needed for campus roofs, for a total contract amount not to exceed \$289,469.22, utilizing OMNIA Partners contract #R230404. 2) Do not approve a contract and let the roof systems warranties expire and have the roofs fall into disrepair. 3) The other option includes sending the annual contract out to bid which does not guarantee prices will be lower or that the quality of product and service will be equivalent.

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: Weatherproofing Technologies, Inc. (subsidiary of Tremco)	Vendor#: 13080	Dept: Facilities Management	Division:
Attn: John Momper Jr.	Email: JCMomper@tremcoinc.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 3735 Green Road	City: Beachwood	Address: 421 N. County Farm Rd.	City: Wheaton
State: OH	Zip: 44122-5730	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Tremco/Weatherproofing Technologies, Inc.	Vendor#: 13080	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupagecounty.gov
Address: PO Box 93111	City: Cleveland	Address: various loactions	City: Wheaton
State: OH	Zip: 44193-0511	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-200-7973	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 29, 2024	Contract End Date (PO25): Oct 31, 2026
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Annual Campus Roof Inspections and Maintenance - Inspections & Maintenance	FY24	1000	1100	53300		60,000.00	60,000.00
2	1	LO		Annual Campus Roof Inspections and Maintenance - Minor Roof Repair as needed	FY24	1000	1100	53300		20,000.00	20,000.00
3	1	LO		- Inspections & Maintenance	FY25	1000	1100	53300		74,815.41	74,815.41
4	1	LO		- Minor Roof Repair as needed	FY25	1000	1100	53300		29,919.20	29,919.20
5	1	LO		- Inspections & Maintenance	FY26	1000	1100	53300		74,815.41	74,815.41
6	1	LO		- Minor Roof Repair as needed	FY26	1000	1100	53300		29,919.20	29,919.20
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 289,469.22

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Annual roof inspection, maintenance, and minor repair as needed for campus roofs, for Facilities Management. NOTE: Contractor shall submit final invoice upon completion of each project within 30 days.
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. Public Works Committee: 05/21/24 County Board: 05/28/24 Job #24-03200
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

OMNIA
PARTNERS

TREMCO
ROOFING & BUILDING MAINTENANCE

WEATHERPROOFING TECHNOLOGIES, INC.
CPN CONTRACT # R230404-IL-318159



Effective Date: 11/01/2023

CONFIDENTIAL

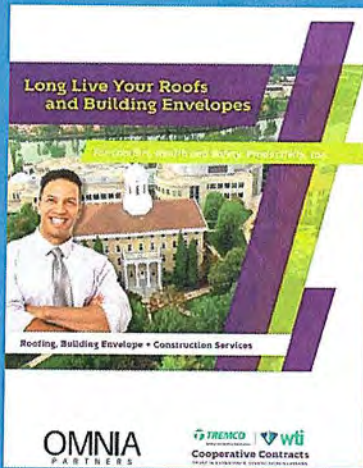
Name DuPage County
Description Tremcare Gold (3 Year)
Quote # 5054747
Date 04.26.2024

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Project Amount
47	Annual or semi-annual roof housekeeping-per location				
47b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	\$ 0.1024	2,047,176	\$ 209,630.82
56	Labor Rate for Roofer	Hour	\$ 166.33	480	\$ 79,838.40
FREIGHT PREPAID & ADD:					N/A
TOTAL PROJECT COST					\$ 289,469.22
*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #R230404.					

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



Tremco Roofing/WTI Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Roofing Products, Services, and Job-Order-Contracting Services

Region 4 ESC - TX

Contract Number: R230404

Initial Term: November 1, 2023 through October 31, 2026

Renewal Options: Option to renew for two (2) additional one-year periods through October 31, 2028

Executive Summary

- [Executive Summary](#)
- [Pricing - Non-Florida](#)
- [Pricing - Florida Only](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Update 1](#)
- [Contract Update 2](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)

- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach

Previous Contract

- R180903

Exterior Surfacing Products, Services, and Paving Solutions

Region 4 ESC - TX

Contract Number: R220904

Initial Term: May 1, 2022 through April 30, 2025

Renewal Options: Option to renew for two (2) additional one-year periods through April 30, 2027

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Update 1
- Contract Update 2
- Contract Update 3
- Contract Update 4
- Contract Update 5
- Contract Update 6
- Contract Update 7

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach
- RFP Opening Documents

Job Order Contracting Services

Region 4 ESC - TX

Contract Number: R200108

Initial Term: May 1, 2020 through April 30, 2022

Renewal Options: Option to renew for three (3) additional one-year periods through April 30, 2025

RENEWED THROUGH April 30, 2025

Any Work Order Assignments executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties. The anticipated full term of the contract is up to five (5) years. The Contractor shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Master Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years.

Executive Summary

- Executive Summary
- JOC Summary
- Due Diligence

Master Agreement Documents

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

Response Evaluation

- Supplier Response to RFCSP
- Evaluation Documents

Solicitation Process

- Original RFCSP Document
- RFCSP Addendum 1
- RFCSP Addendum 2
- Proof of Publication
- RFCSP Request List
- Historically Underutilized Business Outreach
- RFCSP Opening Documents



5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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October 30, 2023

Mr. JK Milliken
JKMilliken@tremcoinc.com
President
Weatherproofing Technologies Inc.
3735 Green Rd.
Beachwood, OH 44122

Re: Award of Contract #R230404

Dear Mr. Milliken:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 24, 2023, we are pleased to announce that after successful negotiated terms and conditions, Weatherproofing Technologies Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP #23-04) submitted on June 27, 2023:

Commodity/Service

Supplier

Roofing Products, Services and Job-Order-Contracting (JOC) Services

Weatherproofing Technologies Inc.

This contract is effective November 1, 2023, and will expire on October 31, 2026. As indicated above, your contract # is R230404. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and Weatherproofing Technologies Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Fred Flores, the Contract Manager assigned to your contract, at (713) 554-0494 or fred.flores@omniapartners.com.

Sincerely,

DocuSigned by:
Signature on File

30EE15BEEF1C4C6...
Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



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: 5/6/24

Bid/Contract/PO #: _____

Company Name: <u>Tremco</u>	Company Contact: <u>John Momper</u>
Contact Phone: <u>(630) 881-4149</u>	Contact Email: <u>jmomper@tremcoinc.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name John Momper

Title Senior Field Advisor

Date 5/6/24

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0024-24

Agenda Date: 5/21/2024

Agenda #: 9.A.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CLARK DIETZ, INC.
TO PROVIDE PROFESSIONAL ENGINEERING & DESIGN SERVICES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT \$68,400)

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

WHEREAS, the COUNTY requires professional engineering & design services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation and Administration (including Specifications, Cost Estimates, and Scheduling Projections), for the installation of new photovoltaic systems at the 421 & 501 buildings and on-call engineering and design services for the County campus; and

WHEREAS, Clark Dietz, Inc. (“CONSULTANT”) has experience and expertise providing professional engineering & design services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed sixty-eight thousand four hundred dollars and no cents (\$68,400); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Clark Dietz, Inc. is hereby accepted and approved in an amount not to exceed sixty-eight thousand four hundred dollars and no cents (\$68,400) and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY. (Partial EECBG Funded)

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Clark Dietz, Inc. 1815 S. Myers Road, Ste 470, Oakbrook Terrace, IL 60181, and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office.

Enacted and approved this 28th day of May, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1501	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$68,400.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/21/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$68,400.00
	CURRENT TERM TOTAL COST: \$68,400.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Clark Dietz, Inc.	VENDOR #: 10800	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: Nirav Patel	VENDOR CONTACT PHONE: 312-466-8242	DEPT CONTACT PHONE #: x5681	DEPT CONTACT EMAIL: geoffrey.matteson@dupagecounty.gov
VENDOR CONTACT EMAIL: Nirav.Patel@clarkdietz.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
<p>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 Clark Dietz, Inc., to provide Professional Engineering & Design Services, for the installation of new photovoltaic systems at the 421 & 501 buildings, and on-call engineering & design services for the County campus, for Facilities Management, for the period May 28, 2024 through November 30, 2025, for a total contract amount not to exceed \$68,400; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et. seq. Partial Funding EECBG</p> <p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The County is continuing to expand its environmentally friendly campus improvements, including solar arrays. This engineering work will allow the County to expand its 421 array as well as plan for a new array on the 501 Sheriff building. This engineering work will provide County with a comprehensive design, budget estimate and additional documents for these systems, and allow staff to finalize proposed funding sources.</p>			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Original solar work- Clark Dietz had been selected by DOT for their 140 project electrical engineering [and its large solar array]. Also a third of this new work is to 'finish' the 421 array, so maintaining the same engineer for that work will help make sure everything works perfectly together.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends approval of a professional services contract with Clark Dietz, Inc. to provide Professional Engineering & Design Services for these tasks for Facilities Management. 2) Select another firm. However, staff does not recommend this, and has determined Clark Dietz, Inc. possesses the qualified engineering staff to provide these services on behalf of the County.

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: Clark Dietz, Inc.	Vendor#: 10800	Dept: Facilities Management	Division:
Attn: Nirav Patel	Email: Nirav.Patel@clarkdietz.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 1815 S. Myers Road, Ste 470	City: Oakbrook Terrace	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60181	State: IL	Zip: 60187
Phone: 312-466-8242	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Clark Dietz, Inc.	Vendor#: 10800	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupagecounty.gov
Address:	City:	Address: Varous	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 28, 2024	Contract End Date (PO25): Nov 30, 2025
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		Task 1 421 Building (EECBG)	FY24	5000	2704	54010	DE-SE0000181	24,970.00	24,970.00
2	1	LO		Task 2 501 Building	FY24	6000	1220	54010	2403429	25,940.00	25,940.00
3	1	LO		Task 3 On-Call	FY25	1000	1100	53090		17,490.00	17,490.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 68,400.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Engineer & Design for Photovoltaic Systems
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: 5/21/24 CB: 5/28/24
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

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CLARK DIETZ, INC.
FOR PROFESSIONAL DESIGN AND ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 28th day of May, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Clark Dietz, Inc., licensed to do business in the State of Illinois, with offices at 1815 S. Myers Road, Ste 470, Oakbrook Terrace, IL 60181; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional design and engineering services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation and Administration (including Specifications, Cost Estimates and Scheduling Projections), for the installation of new photovoltaic systems at the 421 & 501 buildings and on-call engineering services for the County campus (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional design and engineering services and is willing to perform the required services for an amount **not to exceed** \$68,400; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the

understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT

or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

Authorization to proceed shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management (hereinafter referred to as the "Deputy Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Department of Facilities Management.

- 3.1 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.
- 3.2 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to

work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 **(will be 26.3 if no key personnel-check each time)** of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025,

unless the term of this AGREEMENT is extended in conformity with Article 14 below.

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

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Deputy Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$68,400. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide

the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance

by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured.**

This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially

changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not

remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

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

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2,

for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the

performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

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

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend

this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Clark Dietz, Inc.
1815 S. Myers Road, Ste 470
Oakbrook Terrace, IL 60181
ATTN: Nirav Patel, PE
Phone: 312.466.8242

DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Deputy Director Tim Harbaugh
Phone: 630.407.5700

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving

notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

For Phase I & II

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

For Phase III

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the

CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

26.2 Reserved

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

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

(Remainder of page left intentionally blank)

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

COUNTY OF DUPAGE

CLARK DIETZ, INC.

Deborah A. Conroy, Chair
DuPage County Board

Nirav Patel
Project Engineer

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

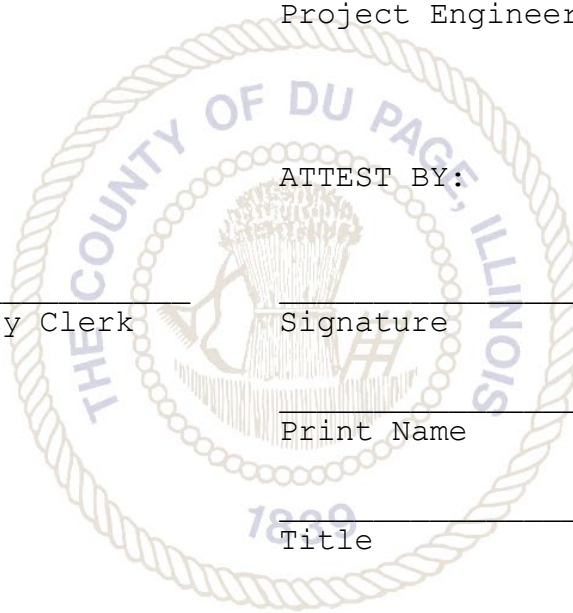


EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for Professional Engineering Services to provide design services associated with the installation of new photovoltaic systems on the existing 421 & 501 roofs and on-call design services for the County campus.

General/Project Management

1. Review preliminary scope items with the owner and all other stakeholders.
2. Provide general guidance related to codes and requirements normally applicable to this type of project.
3. Attend project coordination meetings and general project progress meetings.
4. Coordinate project requirements with county, utilities (if required), suppliers and vendors.

General/Project Management

1. Provide site visit to review existing electrical distribution and gear conditions.
2. Review existing electrical drawings and documents to ensure modifications can be made to existing electrical distribution.
3. Review Photovoltaic system design parameters with the county.
4. Coordinate point of interconnect, connection with the county electrician/facilities group.
5. Conduct power study consisting of fault analysis, load flow, demand load analysis, system analysis, and coordination study utilizing SKM Power Tools software.
6. Prepare design drawings including plans, stringing plans, details, one-line diagrams, grounding diagrams, etc.
7. Provide specifications for products associated with Photovoltaic system including PV modules, inverters, optimizers, racking system, tracking system, DAS, switchboards, transformers, and panelboards.

Assumptions

1. Construction phase services are excluded from this proposal. These services will be provided by CD under a separate agreement after bids have been received.
2. Local permits for this project will be obtained by the contractor based on drawings provided by CD. All permit fees will be paid by the Owner/Contractor.
3. The contractor will be required to provide construction shop drawings based on design documents, which will need to be reviewed by CD during the construction phase.

EXHIBIT A

4. The existing unused electrical breaker in the north electrical room will be used for interconnection.
5. Existing roof analysis for additional roof loading associated with solar panels has been completed by DuPage County. This information will be shared with CD.
6. New electrical conduit routing will be determined with the assistance of DuPage County staff.
7. County field staff/electricians will assist CD to open electrical equipment for any field work.

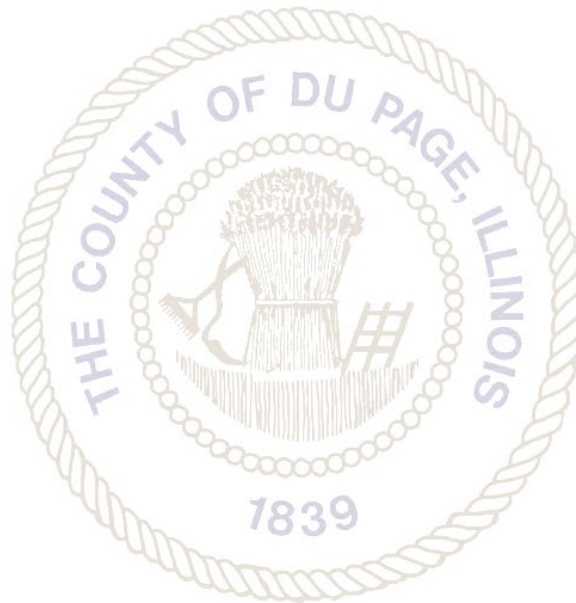


EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the County before completion of the contract.

1. Preliminary Design.
2. Final Design.
3. Bid Documents (Building 501 design does not include IFB documents. Design completed to 100%).

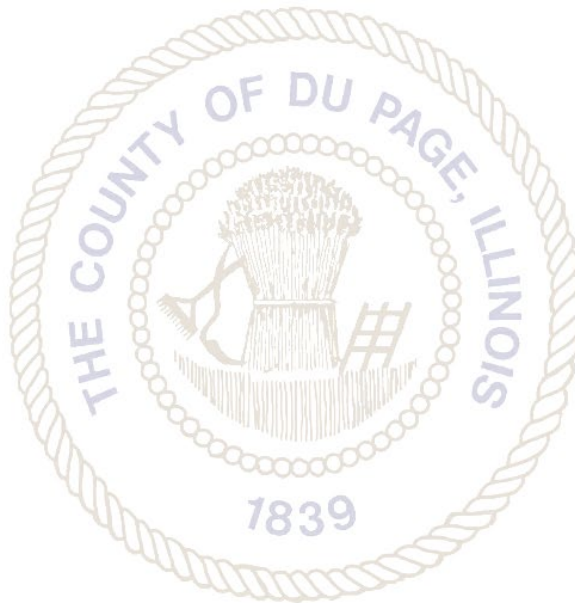


EXHIBIT C

**DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT
Consultant Employee Rate Listing**

CONSULTANT: CLARK DIETZ, INC.

PROJECT: Professional Engineering Services to provide design services associated with the installation of new photovoltaic systems on the existing 421 & 501 roofs and on-call design services for the County campus.

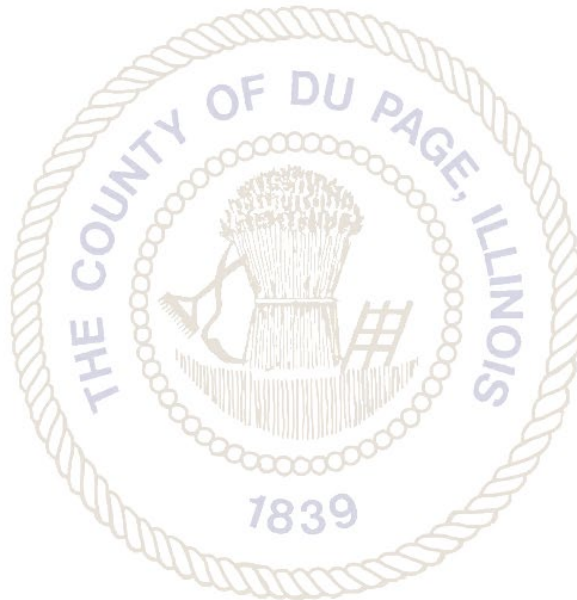
CD proposes to perform the Scope of Services outlined in this proposal for a not to exceed amount of Sixty-Eight Thousand Four Hundred (\$68,400.00). All direct expenses (mileage, printing, etc.) will be invoiced per standard terms and conditions. Please see the table below for details.

Task 1 (Building 421-North) Not to Exceed \$24,970
 Task 2 (Building 501) Not to Exceed \$25,940
 Task 3 (On-Call Engineering) Not to Exceed \$17,490

Task	Engineer, P6	Engineer, P3	Engineer, P1	Technician, T5
Task 1 (Building 421-North)	25	64	16	20
Task 2 (Building 501)	24	60	24	24
Task 3 (On call Engineering)	16	60	16	10
Total Hours	65	184	56	54
Hourly Rate	\$ 230.00	\$ 165.00	\$ 135.00	\$ 175.00
	\$14,950.00	\$30,360.00	\$7,560.00	\$9,450.00
Sub Total	\$62,320.00			
Sub Consultant	\$4,500.00			
Expenses	\$1,580.00			
Total	\$68,400.00			

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.





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: May 7, 2024

Bid/Contract/PO #: 1

Company Name: Clark Dietz Inc.	Company Contact: Nirav T. Patel
Contact Phone: 312.466.8242	Contact Email: nirav.patel@clarkdietz.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Nirav T Patel

Title Vice President

Date May 7, 2024

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



Facilities Management Requisition Under \$30K

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

File #: 24-1525

Agenda Date: 5/21/2024

Agenda #: 10.A.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1371	RFP, BID, QUOTE OR RENEWAL #: 24-043-FM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$27,180.25
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/21/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$27,180.25
	CURRENT TERM TOTAL COST: \$27,180.25	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Builders Chicago Corporation	VENDOR #: 11624	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Matthew Cockburn	VENDOR CONTACT PHONE: 224-654-2122	DEPT CONTACT PHONE #: 630-404-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: mcockburn@builderschicago.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Builders Chicago Corporation, to provide Labor and Materials to tear down existing and install new Versa Guard Wire Mesh Partitions/Caging for the Circuit Court Clerk Evidence Storage area at the Judicial Office Facility, for Facilities Management, for the period of May 22, 2024, through May 21, 2025, for a total contract amount not to exceed \$27,180.25, per lowest responsible bid # 24-043-FM. Job #24-02733			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Caging material and installation is required to allow for secure enclosures for evidence storage in the Circuit Court Clerk evidence room.			

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: Builders Chicago Corporation	Vendor#: 11624	Dept: Facilities Management	Division:
Attn: Matthew Cockburn	Email: mcockburn@builderschicago.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 93 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 224-654-2122	Fax:	Phone: 630-404-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Builders Chicago Corporation	Vendor#: 11624	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Jeffrey Schramer	Email: jeffrey.schramer@dupagecounty.gov
Address: 93 Martin Lane	City: Elk Grove Village	Address: 505 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-675-0221	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 22, 2024	Contract End Date (PO25): May 21, 2025
Contract Administrator (PO25): Mary Ventrella			

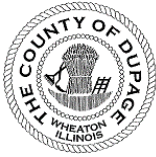
Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Labor and Material	FY24	6000	1220	54010	2402733	23,634.00	23,634.00
2	1	LO		Contingency	FY24	6000	1220	54010	2402733	3,544.25	3,544.25
3	1	LO		Labor and Material	FY25	6000	1220	54010	2402733	1.00	1.00
4	1	LO		Contingency	FY25	6000	1220	54010	2402733	1.00	1.00
										Requisition Total	\$ 27,180.25

FY is required, assure the correct FY is selected.

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Labor and Material to tear down existing and install new Versa Guard Wire Mesh Partitions/Caging for the Circuit Court Clerk Evidence Storage area at the Judicial Office Facility, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 05/21/24 Job #24-02733
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
 WIRE MESH PARTITIONS/CAGING 24-043-FM
 BID TABULATION



NO.	ITEM	UOM	QTY	Builder's Chicago Corporation PRICE	KWCC Inc. PRICE	RB Construction, Inc. PRICE
1	WIRE MESH PARTITIONS / CAGING SYSTEM	LS	1	\$ 23,635.00	\$ 39,838.00	\$ 65,500.00

NOTES

- Facilities Management has requested a contingency of 15%, \$23,635.00 + \$3,545.25 (contingency) = \$27,180.25 contract request.
- The following vendors are deemed non-responsive for not attending the Mandatory Pre-Bid conference:
 - MBE Fence, Inc.
 - Southwest Solutions Group, Inc.
- Material Systems, Inc. has been deemed non-responsive for not providing required documents.

Bid Opening 04/24/2024 @ 2:30 PM	DW,HK
Invitations Sent	54
Total Vendors Requesting Documents	0
Total Bid Responses	6

SECTION 7 - BID FORM PRICING

Bidder shall provide all parts, labor and materials needed to perform work described in this document.

F.O.B.: All goods are to be shipped F.O.B. Destination, delivered and installed.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wire Mesh Partitions/Caging System	LS	1	\$ 23,635.00	\$ 23,635.00
GRAND TOTAL					\$ 23,635.00
GRAND TOTAL (In words) Twenty Three Thousand - Six Hundred & Thirty Five Dollars Zero Cents					

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File

X Secretary-
(Signature and Title)

CORPORATE SEAL
(If available)

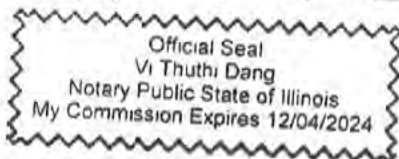
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 24th day of April AD, 20 24

Signature on File

(Notary Public)

My Commission Expires: 12/04/2024



SEAL

SECTION 9 - MANDATORY FORM
WIRE MESH PARTITIONS/CAGING 24-043-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Builders Chicago Corp		
Main Business Address	93 Martin Ln.		
City, State, Zip Code	Elk Grove Village, IL 60007		
Telephone Number	224-654-2122	Email Address	mcockburn@builderschicago.com
Bid Contact Person	Matthew Cockburn		

The undersigned certifies that he is:

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

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

Richard Crandall
(President or Partner)

Matthew Crandall
(Vice-President or Partner)

Timothy Hanisch
(Secretary or Partner)

James Sykora
(Treasurer or Partner)

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

Addenda No. N/A, ____, and ____ issued thereto.

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

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

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

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

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

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

Limitations on the Authority of the County of DuPage to Contract

The County of DuPage ("County") is a non-home rule unit of local government under the Constitution and laws of the State of Illinois. Pursuant to Section 7 of Article VII of the Illinois Constitution of 1970, counties and municipalities which are not home rule units have only the powers granted to them by law and the powers set forth in the state constitution. Accordingly, and unlike Cook County and many of Illinois's larger municipalities, every action DuPage County takes must be tied to a specific constitutional or statutory grant of authority or be necessarily inferred from that specifically granted authority. Any action the County takes in excess of that authority is *ultra vires* and void *ab initio* as a matter of law.

During the course of the procurement process, vendors frequently provide standard form contracts or propose exceptions that contain terms which, though commercially reasonable in a particular industry, are outside of the County's authority to agree to. The most common areas of conflict involve proposed provisions that require the County to provide a vendor with an indemnity, exclude the state's attorney's participation in the selection and control of outside counsel, or provide for more aggressive payment and interest terms than are permitted by law.

Indemnification

DuPage County has no authority to provide an indemnity to a vendor. As noted above, the County has only those powers conferred by the Illinois Constitution or state law or which can be necessarily inferred from those powers. While state law does require the County to indemnify its officers and employees and authorizes it to indemnify a limited number of other governmental entities, the legislature has not authorized counties to indemnify private vendors. Moreover, the Illinois Constitution requires that all expenditures of public funds be for public purposes. In an indemnity agreement, the indemnifying party agrees to be liable for the costs associated with the defense of the other party. If the indemnified party is not a public entity, then an indemnification agreement would impermissibly require an expenditure of public funds the benefit of that private party and not for the public. Finally, an indemnity contract is an extension of the public credit and an agreement to undertake a liability. Such an extension of credit requires an appropriation for that purpose sufficient to cover the obligation at the time of contract formation.

Choice of Counsel, Waiver of Defenses

Under Illinois law, the state's attorney shall "defend all actions and proceedings brought against his county." Historical and judicial precedents along with various opinions of Illinois's attorneys general, interpret this language to mean that **the state's attorney is the exclusive legal representative of his county**. The state's attorney will generally appoint any attorney recommended to him by an indemnifying party or its insurance carrier who meets his approval as a "special" assistant state's attorney for the purposes of the litigation. While the state's attorney must retain the right to approve outside counsel and control the litigation, he will not interfere unreasonably with the indemnifying party's attorney selection or legal strategy (or those of its insurance carrier). The County has no authority to retain or permit counsel to represent its interests nor can it contract away the duties of the state's attorney. For this reason, the County also cannot contractually waive any defenses, privileges or immunities which may be available to it in litigation.

Payment Terms

The provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et. seq. apply to all purchases made by DuPage County.

The Act provides that the County must approve or disapprove of an invoice for goods or services within 30 days of the presentation of the invoice or delivery of the goods or services – whichever is later. The County then has 30 days after approval to pay any portion of the invoice which it has not disapproved. Interest, when permitted under the Act, accrues on a monthly basis at 1%. While the County may not offer payment or interest terms which are more generous to the vendor than authorized by the Act, the parties may agree to provide an incentive for more rapid payments.

The above list is not exhaustive, but it does address the most common areas of concern during the contract negotiation phase. **Accordingly, all prospective offerors are on notice that the County is without the authority to accept nor will it respond to any exceptions which purport to impose a duty on the County to indemnify a vendor, abridge the duties of the state's attorney, waive any legal privilege, defense, or immunity available to it, or obligate it to payment and interest terms other than as permitted by the Local Government Prompt Payment Act. Further all prospective offerors are on notice that any such provision in any standard form contract is unenforceable and void as a matter of law whether or not approved by the County.**

Please acknowledge your Acceptance of the Limitations on the Authority of the County of DuPage to Contract as stated above. Your signature below shall establish your consent to a contract subject to such limitation on the County's authority to contract. This page must also be incorporated as an exhibit to any contract the County will be asked to sign.

ACCEPTANCE

Receipt of the above ACCEPTANCE is hereby acknowledged by:

Builders Chicago Corp

(Contractor)

This 24th day of April, 2024

By: Signature on File

Title: Secretary

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Builders Chicago Corporation	NAME	Builders Chicago Corporation
CONTACT	matthew cockburn	CONTACT	Vi Dang
ADDRESS	93 Martin Ln	ADDRESS	93 Martin Ln
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Elk Grove Village, IL 60007
TX	(224) 654-2122	TX	(224) 654-2122
FX		FX	
EMAIL	Bccservice@builderschicago.com	EMAIL	vdang@builderschicago.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL : FMAccountsPayable@dupagecounty.gov		DuPage County 505 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700	

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

VENDOR ETHICS DISCLOSURE



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: 4/24/2024

Bid/Contract/PO #: 24-043-FM

Company Name: <u>Builders Chicago Corp.</u>	Company Contact: <u>Matthew Cockburn</u>
Contact Phone: <u>(773) 383-2338</u>	Contact Email: <u>mcockburn@builderschicago.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

Signature on File

Printed Name

Timothy Hanisch

Title

Secretary

Date

4/24/2024

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



Facilities Management Requisition Under \$30K

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

File #: 24-1526

Agenda Date: 5/21/2024

Agenda #: 11.A.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1373	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$21,420.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/21/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$21,420.00
	CURRENT TERM TOTAL COST: \$21,420.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: City of Wheaton	VENDOR #: 10074	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Angelica Norris	VENDOR CONTACT PHONE: 630-260-2028	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: ANorris@wheaton.il.us	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 the City of Wheaton, to provide fire alarm monitoring services for the County campus, for Facilities Management, for the period July 01, 2024 through June 30, 2025, for a contract total amount not to exceed \$21,420, per 55 ILCS 5/5-1022 (c) (Not suitable for competitive bids – public utility).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished City of Wheaton and Village of Winfield are members of DU-COMM, the 9-1-1 emergency dispatch center. DU-COMM requires that the fire alarm system connections are monitored. Chicago Metropolitan Fire Protection will continue to monitor the alarms; effective July 1, 2017, the quarterly billing will come directly from the City of Wheaton.			

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' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
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: City of Wheaton	Vendor#: 10074	Dept: Facilities Management	Division:
Attn: Angelica Norris	Email: ANorris@wheaton.il.us	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 303 W. Wesley Street	City: Wheaton	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60187-0727	State: IL	Zip: 60187
Phone: 630-260-2000	Fax: 630-260-2038	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: City of Wheaton	Vendor#: 10074	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 303 W. Wesley Street	City: Wheaton	Address: various locations	City: Wheaton
State: IL	Zip: 60187-0727	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2024	Contract End Date (PO25): Jun 30, 2025
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Facilities Management	FY24	1000	1100	53300		8,670.00	8,670.00
2	1	LO		Care Center	FY24	1200	2000	53250		510.00	510.00
3	1	LO		Animal Services	FY24	1100	1300	53370		510.00	510.00
4	1	LO		Division of Transportation	FY24	1500	3510	53300		1,020.00	1,020.00
5	1	LO		Facilities Management	FY25	1000	1100	53300		8,670.00	8,670.00
6	1	LO		Care Center	FY25	1200	2000	53250		510.00	510.00
7	1	LO		Animal Services	FY25	1100	1300	53370		510.00	510.00
8	1	LO		Division of Transportation	FY25	1500	3510	53300		1,020.00	1,020.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 21,420.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide fire alarm monitoring services for the County campus.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez, Christine Kliebhan, Kristie Lecaros, and Kathy (Black) Curcio.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee; 05/21/24
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

FEE SCHEDULE, BILLED QUARTERLY

OCCUPANT	ADDRESS	STREET	CITY	MONTHLY FEE	YEARLY TOTAL
DuPage County Animal Services	120 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Highway Building #14	140 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Care Center	400 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Power Plant	410 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Coroner's Office	414 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Standby Power Facility	416 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Admin/Bus Stop	417 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County JTK Administration Building	421 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Jail - Bldg A	501 N - BLDG A	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Jail - Bldg B	501 N - BLDG B	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Jail - Bldg C	501 N - BLDG C	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Judicial Annex Facility	503 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
DuPage County Judicial Office Facility	505 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00
OHSEM Storage / DOT Grounds	170 N	County Farm Rd.	Winfield, IL	\$85.00	\$1,020.00
DuPage County Highway Garage	180 N	County Farm Rd.	Winfield, IL	\$85.00	\$1,020.00
Office Homeland Security of Emergency Management	418 N	County Farm Rd.	Winfield, IL	\$85.00	\$1,020.00
DU-COMM	420 N	County Farm Rd.	Winfield, IL	\$85.00	\$1,020.00
ETSB @ DU-COMM	420 N	County Farm Rd.	Winfield, IL	\$85.00	\$1,020.00
Child Advocacy & Neutral Exchange	422 N	County Farm Rd.	Winfield, IL	\$85.00	\$1,020.00
DuPage County Building #2	424 N	County Farm Rd.	Winfield, IL	\$85.00	\$1,020.00
DuPage County JTK Administration Building (Treasuries Office)	421 N	County Farm Rd.	Wheaton, IL	\$85.00	\$1,020.00

Effective date: 06/13/2022

Ventrella, Mary

From: Angelica Norris <ANorris@wheaton.il.us>
Sent: Wednesday, April 24, 2024 4:00 PM
To: Ventrella, Mary
Cc: Figlewski, Catherine
Subject: Re: DuPage County - Facilities Management / Fire Alarm Monitoring

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

Hi Mary,
There has not been an increase in rate for wireless alarm monitoring.

\$255.00 per quarter/alarm *MV*

Angelica Norris

Account Coordinator - AR
City of Wheaton
www.wheaton.il.us
630.260.2028 desk
630.260.2038 fax

From: Ventrella, Mary <Mary.Ventrella@dupagecounty.gov>
Sent: Wednesday, April 24, 2024 3:23 PM
To: Angelica Norris <ANorris@wheaton.il.us>
Cc: Figlewski, Catherine <Catherine.Figlewski@dupagecounty.gov>
Subject: FW: DuPage County - Facilities Management / Fire Alarm Monitoring

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Angelica,

Hope this email finds you well.
Just checking to see if there is new pricing for the City agreement for Fire Alarm Monitoring for our campus. Current contact with the City expires 06/30/24.

Thank you,

Mary Ventrella

Buyer II

DuPage County Facilities Management

421 N. County Farm Road

Wheaton, IL 60187

(630) 407-5705 direct

(630) 407-5700 main

(630) 407-5701 fax

mary.ventrella@dupagecounty.gov



PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Wheaton, Illinois, including e-mail addresses and content, are subject to the provisions of the Illinois Freedom of Information Act, (5 ILCS140/4) and may be subject to disclosure.



Action Item

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

File #: 24-1528

Agenda Date: 5/21/2024

Agenda #: 13.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

421 N. COUNTY FARM ROAD

WHEATON, IL 60187

www.dupagecounty.gov

Tuesday, November 21, 2023

Executive Session Meeting

1. CALL TO ORDER

The meeting was called to order by Chair Garcia at 9:03 AM.

2. ROLL CALL

PRESENT: DeSart, Garcia, Ozog, Galassi and Zay

ABSENT: Cronin Cahill

Director of Public Works Nick Kottmeyer presented two informational items to the committee. The first was a discussion about a ruling by an arbitrator regarding a Public Works employee from the Local 150 union. Member Zay, Member Galassi, Member DeSart, Member Ozog, Chair Garcia, Mr. Kottmeyer and Public Works Operations Manager Sean Reese discussed the occurrence that led to the employee being terminated originally, and the position that employee will be in moving forward.

The second informational item discussed was about a Memorandum of Understanding with Union Local 399. Mr. Kottmeyer recommended that the followings items get re-opened as discussions arise about the renewal of the contract with DuPage County and Local 399: PLOA (Personal Leave Of Absence), the minimum increase for employees promoted via job classification, and. Member Ozog, Member Zay, and Mr. Kottmeyer discussed what the County has to gain in these agreements with the unions, and discuss the items to be re-opened in more depth.

A motion was made by Member DeSart and seconded by Member Ozog to rise out of executive session at 9:20 A.M. Upon a roll call vote, the motion passed.



Informational

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

File #: 24-1527

Agenda Date: 5/21/2024

Agenda #: 14.A.

Jail Water Usage

Meter Facts

- The three jail water meters were original to the building, installed in 1983.
- Water meters slow down over time, not catching all usage.
 - The old primary meter was registering as little as 80% of usage.
- The primary meter was replaced in October 2022.
 - All three meters are now read off the single replaced meter.
 - Since replacement, an increase in water usage has been observed.

Budget

- Average monthly usage prior to meter replacement: **403,013.46 cubic feet**
- Average monthly usage past 6-months: **631,166.67 cubic feet**
- Sanitation and usage costs approximately **\$0.014/gallon**
- Increased usage equates to an approximate increase of **\$23,893.86/month**

