



# DU PAGE COUNTY

## Public Works Committee

### Regular Meeting Agenda

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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Tuesday, April 4, 2023

9:00 AM

Room 3500B

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1. **CALL TO ORDER**

2. **ROLL CALL**

3. **CHAIRWOMAN'S REMARKS - CHAIR GARCIA**

4. **PUBLIC COMMENT**

5. **APPROVAL OF MINUTES**

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

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

6. **CLAIMS REPORT**

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

Payment of Claims - Public Works and Facilities Management

7. **BID AWARD**

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

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

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

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

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

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

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

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

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

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

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

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

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

Recommendation for the approval of a contract to Desman, Inc., to provide Professional Architectural and Engineering Design Services to complete the repair, maintenance, and long-term capital improvement and asset management goals for the 479 and 509 parking decks on County Campus, for Facilities Management, for the period April 11, 2023 through December 15, 2025 for a total contract amount not to exceed \$304,260. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et seq.

**11. SOLE SOURCE**11.A. [FM-P-0059-23](#)

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

**12. OLD BUSINESS****13. NEW BUSINESS****14. ADJOURN**



## Minutes

421 N. COUNTY FARM  
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**File #: 23-1372**

**Agenda Date: 4/4/2023**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Public Works Committee

### Final Summary

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

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**Tuesday, March 21, 2023**

**9:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

Other Board members present: Member Chaplin and Member Evans.

Member Galassi arrived at 9:22 a.m., due to attending the Economic Development committee.

<b>PRESENT</b>	Cronin Cahill, DeSart, Garcia, Ozog, and Zay
<b>LATE</b>	Galassi

**3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA**

Chair Garcia asked Member Evans to introduce the students of Hinsdale Central High School that she brought to this committee that are observing committee meetings this morning.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

5.A. [23-1165](#)

Public Works Minutes - Regular Meeting - Tuesday March 7, 2023

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

**6. CLAIMS REPORT**

6.A. [23-1166](#)

Payment of Claims - Public Works and Facilities Management

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Dawn DeSart

**7. BUDGET TRANSFER****7.A. [23-1167](#)**

Public Works - \$795,800 Budget transfer needed for engineering for permitting and review, building improvements, employee uniforms, miscellaneous meeting expense for a safety lunch, printing for envelope contract, engineering for lake water allocation and on-call engineering commitments.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Dawn DeSart

**8. BID AWARD****8.A. [DT-P-0055-23](#)**

Recommendation for the approval of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period April 1, 2023 through March 31, 2024, for a contract total not to exceed \$1,750,000 (Division of Transportation \$1,000,000 and Public Works \$750,000); per low bid #23-011-DOT, subject to three (3) one-year renewals.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

**8.B. [FM-P-0053-23](#)**

Recommendation for the approval of a contract to Dynamic Industrial Services, Inc., to provide fuel tank rehab painting at the Power Plant, for Facilities Management, for the period March 29, 2023, through November 30, 2023, for a total contract amount not to exceed \$46,000; per lowest responsible bid 23-039-FM.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Jim Zay

8.C. [FM-P-0059-23](#)

Recommendation for the approval of a contract to Facility Gateway Corporation, to provide uninterrupted power supply (UPS) preventive maintenance and on-call emergency repair service as needed, for Facilities Management and the Emergency Telephone System Board (ETSB), for the two-year period April 1, 2023 through March 31, 2025, for a total contract amount not to exceed \$74,773.30, per lowest responsible bid #23-031-FM. (\$33,844.30 for Facilities Management and \$40,929.00 for ETSB)

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Mary Ozog

**SECONDER:** Dawn DeSart

8.D. [FM-P-0054-23](#)

Recommendation for the approval of a contract to Petroleum Traders Corporation, to furnish and deliver off-road diesel fuel, as needed, for the Power Plant and Standby Power Facility, for the period April 1, 2023 through March 31, 2024, for Facilities Management, for a contract total not to exceed \$101,000; per lowest responsible bid #23-011-DOT.

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Mary Ozog

**SECONDER:** Dawn DeSart

9. **BID RENEWAL**9.A. [FM-P-0052-23](#)

Recommendation for the approval of a contract to A&P Grease Trappers, Inc., for sanitary, grease trap and storm basin pumping, jetting and cleaning, as needed for the County campus, for Facilities Management, for the period April 14, 2023, through April 13, 2024, for a total contract amount not to exceed \$82,950; per renewal option under bid award #21-017-FM, second option to renew. (\$5,400 for Animal Services, \$17,550 for the Division of Transportation and \$60,000 for Facilities Management)

**RESULT:** APPROVED AND SENT TO FINANCE

**MOVER:** Dawn DeSart

**SECONDER:** Cynthia Cronin Cahill

9.B. [FM-P-0055-23](#)

Recommendation for the approval of a contract to Thompson Electronics Company, for preventive maintenance, testing and repair of the Edwards Systems Technology Fire Panels for the County campus, for Facilities Management, for the two-year period April 14, 2023 through April 13, 2025, for a total contract amount not to exceed \$121,500, per renewal option under bid award #21-012-FM, first and final option to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

10. **JOINT PURCHASING AGREEMENT**10.A. [23-1168](#)

Recommendation for the approval of a contract to Halloran Power Equipment, Inc., for the purchase of one (1) TORO Spray Master Max for Grounds, for Facilities Management, for the period March 21, 2023 through November 30, 2023, for a contract total amount not to exceed \$15,803.04. Contract let pursuant to the Intergovernmental Cooperation Act - Sourcewell cooperative contract #031121-TTC.

Facilities Management Deputy Director Tim Harbaugh explained to the committee that TORO Spray Master Max devices are used for turf management.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

11. **PROFESSIONAL SERVICE AGREEMENT**11.A. [PW-P-0029-23](#)

Recommendation for the approval of an agreement between the County of DuPage, Illinois and Christopher B. Burke Engineering, LTD., for on-call professional engineering services for water systems and Lake Michigan allocation for various regions around DuPage County, for the period of March 28, 2023, to June 30, 2026, for a total amount not to exceed \$95,000. Professional Services (Architects, Engineers & Land Surveyors), per 50 ILCS 510/0.01 et. Seq.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Cynthia Cronin Cahill

11.B. [FM-P-0058-23](#)

Recommendation for the approval of a contract to Hampton, Lenzini and Renwick, Inc., to provide Professional Architectural and Engineering Design Services, for sidewalk repairs on County Campus, for Facilities Management, for the period March 28, 2023, through November 30, 2024, for a total contract amount not to exceed \$121,560.

Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ .01 et seq.

Director of Public Works Nick Kottmeyer let the committee know that this contract is for designing sidewalks on the County campus to prevent trip and fall hazards. He mentioned that staff has been looking at the flow of foot traffic, and they have been looking at things with a green landscape perspective. Facilities Management Deputy Director Tim Harbaugh let the committee know that there will be a presentation in June regarding this, so that the committee can decide how much money they would like to spend on this project, which is coming from the Facilities Management budget.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Jim Zay

12. **SOLE SOURCE**12.A. [PW-P-0030-23](#)

Recommendation for the approval of a contract to LMK Technologies, Inc., for lateral lining materials and equipment repair, as needed, for Public Works, for a four (4) year period of March 28, 2023, to March 31, 2027, for a contract total amount not to exceed \$120,000; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Dawn DeSart



12.B. [FM-P-0057-23](#)

Recommendation for the approval of a contract to Metropolitan Industries, Inc., to provide pump repairs, replacement pump parts, and replacement Metropolitan Pumps, as needed, for the County campus, for Facilities Management, for the two-year period April 14, 2023 through April 13, 2025, for a total contract amount not to exceed \$60,000. Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids – sole provider of items compatible with existing equipment.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

**13. OLD BUSINESS**

Member Jim Zay asked if there was a policy that would enforce that employees need to park in the parking garage, instead of parking in the public parking lot. Mr. Kottmeyer said that Facilities and Security are working hard to ensure that staff doesn't take public parking spots.

**14. NEW BUSINESS**

Mr. Harbaugh informed the committee that staff is proposing to apply for a grant to the Chicago Region Tree Initiative for tree maintenance, and this will be brought to the next Public Works committee on Tuesday, April 4th, 2023.

Mr. Harbaugh then introduced Ian Johnstone, the new Capital Projects Energy Analyst, to the committee. Mr. Johnstone will be working with departments to help ensure that projects are sustainable and environmentally in line with the viewpoints of the Board.

Member Galassi introduced additional students from Hinsdale Central High School that also spent the morning observing committees.

**15. ADJOURN**

With no further business, the meeting was adjourned.



## Payment of Claims

421 N. COUNTY FARM  
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**File #: 23-1373**

**Agenda Date: 4/4/2023**

**Agenda #: 6.A.**

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	<b>Public Works</b>		
	<b>Schedule of Claims</b>		
	<b>4/4/2023</b>		
<b>Pay Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Amount</b>
AEP ENERGY	Electric supply	3/17/2023	\$26,938.67
AMERICAN WATER	Meter reads	3/17/2023	\$165.30
CITY OF NAPERVILLE	Meter reads	3/17/2023	\$241.00
COLE-PARMER	Fluoride refill	3/17/2023	\$434.90
COM ED	Electricity	3/17/2023	\$15,099.48
EMECOLE METRO, LLC	Pint catalyst	3/17/2023	\$998.00
GRAYBAR	Electrical supplies	3/17/2023	\$5,329.07
GROOT, INC	Waste/Recycling removal	3/17/2023	\$2,702.17
HAWKINS INC	Chlorine	3/17/2023	\$2,764.15
MCCMAHON, SCOTT S	Boots reimbursement	3/17/2023	\$200.00
MENARDS	PVC pipe	3/17/2023	\$928.89
MID AMERICAN WATER INC	Clamps	3/17/2023	\$610.00
PACKY WEBB FORD	Keys	3/17/2023	\$655.09
PITNEY BOWES GLOBAL FINANCIAL	Postage meter lease	3/17/2023	\$313.71
PRECISION DIGITAL	J-Box	3/17/2023	\$137.04
SAFETY LANE INSPECTIONS INC	Safety lane inspection	3/17/2023	\$109.50
SUBURBAN DOOR CHECK & LOCK SVC	Repair	3/17/2023	\$1,249.50
THE HOME DEPOT PRO	Cleaning supplies	3/17/2023	\$1,100.84
USA BLUEBOOK	Lab supplies	3/17/2023	\$205.64
VEGA AMERICAS INC	Sensor	3/17/2023	\$645.24
VILLAGE OF WILLOWBROOK	Meter reads	3/17/2023	\$94.50
WASTEBOX INC	Dumpster	3/17/2023	\$300.00
WILLOWBROOK FORD INC	Service	3/17/2023	\$941.48
WSG & SOLUTIONS, INC	Foot shaft sprocket	3/17/2023	\$23,490.00
ZIEBELL WATER SERVICE PRODUCTS	Fittings	3/17/2023	\$4,348.81
AEP ENERGY	Electric supply	3/21/2023	\$533.48
AMAZON CAPITAL SERVICES	Service basin	3/21/2023	\$503.42
GASVODA & ASSOCIATES INC.	Refrigeration sled	3/21/2023	\$3,030.54
GRAINGER INC	Electrical supplies	3/21/2023	\$2,163.85
HACH COMPANY	Sensor cartridge	3/21/2023	\$1,603.91
HAWKINS INC	Roller assembly	3/21/2023	\$288.25
LAI LTD	Dezurik valve	3/21/2023	\$1,943.00
METROPOLITAN INDUSTRIES, INC	Mechanical floats	3/21/2023	\$888.00
STEWART SPREADING INC	Biosolid disposal	3/21/2023	\$53,669.44
THE HOME DEPOT PRO	Cleaning supplies	3/21/2023	\$1,467.10
WILLOWBROOK FORD INC	Service	3/21/2023	\$92.94
AEP ENERGY	Electric supply	3/24/2023	\$12,883.92
AT&T	Phone Service	3/24/2023	\$842.47
AT&T MOBILITY	Cellular service	3/24/2023	\$12,595.93
CITY OF WHEATON	Meter reads	3/24/2023	\$475.40

	<b>Public Works</b>		
	<b>Schedule of Claims</b>		
	<b>4/4/2023</b>		
<b>Pay Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Amount</b>
COM ED	Electricity	3/24/2023	\$1,246.27
COMCAST	Internet	3/24/2023	\$248.85
CORE & MAIN LP	Meter installation	3/24/2023	\$82,194.54
ELMHURST CHICAGO STONE CO	Soil disposal	3/24/2023	\$165.00
FAVIA INVESTMENTS LTD	Service	3/24/2023	\$617.52
FEDEX	Shipping	3/24/2023	\$173.31
GENUINE PARTS	Diesel	3/24/2023	\$192.39
HARN R/O SYSTEMS INC.	Lubricant	3/24/2023	\$316.61
HAWKINS INC	Calcium hypochlorite	3/24/2023	\$1,086.85
HENSEL, ELLIOT	Reimburse plumbing fees	3/24/2023	\$475.00
MANSFIELD POWER AND GAS	Gas	3/24/2023	\$9,753.32
MIDWEST OFFICE INTERIORS INC	Seat assembly	3/24/2023	\$309.00
NEUCO INC	Well assembly	3/24/2023	\$98.24
RHINO LININGS OF DUPAGE	11' service body	3/24/2023	\$1,499.00
SALIHAR, JANET C	Refund for overpayment	3/24/2023	\$308.22
TYLER TECHNOLOGIES INC	Billing system	3/24/2023	\$16,171.75
VULCAN CONSTRUCTION MATERIALS	Stone	3/24/2023	\$948.73
HARRINGTON INDUSTRIAL PLASTICS	Valve ball	3/28/2023	285.93
HOME DEPOT CREDIT SERVICES	Supplies	3/28/2023	3587.92
	<b>Total</b>		<b>\$302,663.08</b>

Facilities Management Department

**Schedule of Purchases Under \$15,000**

**April 4, 2023**

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
22694	Kluber, Inc.	Professional Services	1000	1100	53090	\$2,012.50
23084	Nicor Gas	Utility - Natural Gas	1000	1100	53200	\$3,680.00
23093	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$265.59
23218	Brand, Eric	Instruction & Schooling	1000	1100	53610	\$2,640.00
23219	Russo Power	Repair/Replacement Parts	1000	1102	52250	\$909.69
23221	Halloran Equipment	Repair/Replacement Parts	1000	1102	52250	\$641.24
23222	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$268.01
23223	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$86.88
23224	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$207.96
23225	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$87.70
23226	CDW Government	Small Value Furn/Mach/Equip and Maintenance Supplies	1000	1100	52000 52270	\$1,518.36
23227	Salsbury Industries	Maintenance Supplies	1000	1100	52270	\$602.71
23228	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$946.00
23229	Home Depot	Small Value Furn/Mach/Equip, Operating Supplies and Maintenance Supplies	1000	1102	52000 52200 52270	\$481.21
23230	Xylem Water Solutions	Equipment & Machinery	1000	1100	54110	\$7,248.68
23231	The Fiolo Corporation	Maintenance Supplies	1000	1100	52270	\$963.12
23232	Office Depot (ODP Business Solutions, LLC)	Operating Supplies	1000	1100	52200	\$102.09
23234	Vari Sales Corporation	Small Value Furn/Mach/Equip	1000	1100	52000	\$803.25
23235	Demco Inc	Building Maintenance	1000	1100	53300	\$2,470.00
23236	Demco Inc	Building Maintenance	1000	1100	53300	\$5,980.00
23237	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$1,822.50
23238	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$568.38
23239	Amazon.com LLC	Operating Supplies	1000	1100	52200	\$58.62
23240	Bray Sales Midwest	Maintenance Supplies	1000	1100	52270	\$1,553.59
23241	MSC Industrial Supply	Maintenance Supplies	1000	1100	52270	\$237.81
23242	Global Industrial (Global Equipment Co Inc)	Small Value Furn/Mach/Equip	1000	1100	52000	\$500.84
23243	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$350.00
23244	IL Dept of Agriculture in Spfld	Dues & Memberships	1000	1100	53600	\$45.00
23245	Midwest Environmental Consulting Services	Professional Services	1000	1100	53090	\$800.00
23246	G.W. Berkheimer Co., Inc.	Maintenance Supplies	1000	1100	52270	\$210.19
23248	Trellis Farm & Garden	Maintenance Supplies	1000	1102	52270	\$234.93
23249	Neuco, Inc.	Repair/Replacement Parts	1000	1100	52250	\$491.30

Facilities Management Department

**Schedule of Purchases Under \$15,000**

**April 4, 2023**

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23251	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$906.25
23252	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$725.80
23253	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$15.24
23254	Donnelly & Associates, Inc.	Professional Services	1000	1100	53090	\$390.00
23256	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$292.65
23257	Office Depot (ODP Business Solutions, LLC)	Small Value Furn/Mach/Equip	1000	1100	52000	\$60.08
23258	Home Depot	Small Value Furn/Mach/Equip and Maintenance Supplies	1000	1102	52000 52270	\$278.92
23259	Midwest Environmental Consulting Services	Building Maintenance	1000	1100	53300	\$12,950.00
23260	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$754.00
23261	Blackhawk Supply	Repair/Replacement Parts	1000	1100	52250	\$589.16
23263	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$80.39
23264	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$242.79
23265	Applied Industrial Technologies	Repair/Replacement Parts	1000	1100	52250	\$36.57
23266	CDW Government	Small Value Furn/Mach/Equip	1000	1100	52000	\$376.91
23267	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$1,450.00
23268	High PSI LTD	Fuel & Lubricants	1000	1100	52260	\$139.50
23270	A Freedom Flag	Operating Supplies	1000	1100	52200	\$4,789.80

Facilities Management Department

Schedule of Other Payments								
April 4, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
5833-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	04/14/22	04/13/23	1000	1100	53300	\$2,690.00
5385-0001 SERV	Ashland Lock & Security Solutions	Maintenance Supplies	07/14/21	07/13/23	1000	1100	52270	\$1,072.94
5471-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	11/01/21	10/31/23	1000	1100	53300	\$585.00
5617-0001 SERV	Chem-Wise Ecological Pest Management Services, Inc.	Custodial Services	01/01/23	01/31/23	1000	1100	53810	\$826.00
5410-0001 SERV	City of Wheaton	Utility - Water & Sewer	12/07/22	01/05/23	1000	1100	53220	\$11,743.03
5423-0001 SERV	ComEd	Utility - Electricity	01/12/23	02/10/23	1000	1100	53210	\$914.50
5723-0001 SERV	Door Systems ASSA ABLOY	Repair & Maintenance Facilities	04/01/22	03/31/24	1000	1100	53300	\$3,782.50
4943-0001 SERV	Earthwise Environmental, Inc.	Professional Services	02/01/23	02/01/23	1000	1100	53090	\$1,980.00
5968-0001 SERV	Fehr Graham & Associates LLC	Professional Architectural & Engineering Services	01/01/23	01/31/23	1000	1100	53010	\$160.70
5984-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	09/01/22	02/28/23	1000	1100	53300	\$7,747.50
5730-0001 SERV	Gehrke Technology Group, Inc.	Chemical Supplies	03/23/22	03/22/23	1000	1100	52330	\$332.00
6195-0001 SERV	Grainger	Small Value Furn/Mach/Equip, Operating Supplies, Repair/Replacement Parts and Maintenance Supplies	12/14/22	12/31/23	1000	1100	52000 52200 52250 52270	\$6,169.11
5116-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/10/21	01/31/23	1000	1100	52270	\$6,444.52
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/01/23	01/31/25	1000	1100	52270	\$2,372.56
5827-0001 SERV	Groot, Inc.	Custodial Services and Other Contractual Expenses	01/01/23	01/31/23	1000	1100 1102	53810 53830	\$8,382.16
3951-0001 SERV	HLR - Hampton, Lenzini and Renwick, Inc.	Building Improvements	12/12/22	01/12/23	6000	1220	54010	\$709.32
5599-0001 SERV	Home Depot	Small Value Furn/Mach/Equip, Operating Supplies and Maintenance Supplies	01/01/22	12/31/26	1000	1100	52000 52200 52270	\$2,414.79
4382-0001 SERV	Interstate Power Systems, Inc.	Repair & Maintenance Facilities	01/30/20	12/31/22	1000	1100	53300	\$5,882.36
5611-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	02/01/23	02/28/23	1000	1102	53830	\$1,200.00
3782-0001 SERV	Kone, Inc.	Repair & Maintenance Facilities	02/01/23	02/28/23	1000	1100	53300	\$15,351.12
6042-0001 SERV	Lamp Incorporated	Building Improvements	12/01/22	12/31/22	6000	1220	54010	\$7,146.00
5233-0001 SERV	Metropolitan Industries, Inc.	Small Value Furn/Mach/Equip and Repair/Replacement Parts	04/14/21	04/13/23	1000	1100	52000 52250	\$4,594.02
5461-0001 SERV	Nicor Gas	Utility - Natural Gas	01/03/23	02/01/23	1000	1100	53200	\$4,118.36
5904-0001 SERV	PPG Architectural Finishes, Inc.	Maintenance Supplies	06/29/22	01/15/24	1000	1100	52270	\$2,839.98
5622-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	02/24/22	02/23/23	1000	1100	52270	\$6,143.48
6089-0001 SERV	SNI Solutions, Inc.	Maintenance Supplies	11/01/22	10/31/23	1000	1102	52270	\$12,320.00
4243-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Rental of Office Space	03/01/23	03/31/23	1000	1100	53400	\$22,614.12
6119-0001 SERV	The Home Depot Pro	Small Value Furn/Mach/Equip and Cleaning Supplies	11/09/22	10/31/25	1000	1100	52000 52280	\$5,259.16
5384-0001 SERV	The Standard Companies	Cleaning Supplies	07/14/21	07/13/23	1000	1100	52280	\$3,073.60
5215-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	12/01/22	02/28/23	1000	1100	53300	\$1,570.00
5442-0001 SERV	Trane U.S. Inc	Repair & Maintenance Facilities	02/01/23	02/28/23	1000	1100	53300	\$10,918.75
6191-0001 SERV	V3 Companies, Ltd.	Building Improvements	01/01/23	01/28/23	6000	1220	54010	\$8,424.98
6125-0001 SERV	Valdes Supply	Cleaning Supplies	02/01/23	02/28/23	1000	1100	52280	\$10,591.35
5972-0001 SERV	Village of Glendale Heights	Rental of Office Space	02/01/23	02/28/23	1000	1100	53400	\$5,217.48
5425-0001 SERV	Village of Winfield	Utility - Water & Sewer	01/13/23	02/12/23	1000	1100	53220	\$445.68
5403-0001 SERV	Wheaton Sanitary	Utility - Water & Sewer	01/05/23	02/02/23	1000	1100	53220	\$6,169.11
5456-0001 SERV	Wold Architects and Engineers	Building Improvements	09/02/21	02/28/23	6000	1220	54010	\$9,288.35



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0057-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.A.

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AWARDING RESOLUTION  
ISSUED TO PLOTE CONSTRUCTION, INC.  
TO FURNISH AND DELIVER  
BITUMINOUS PAVING MATERIALS FOR THE WESTERN REGION  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
AND FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$51,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Plote Construction, Inc., to furnish and deliver bituminous paving materials for the western region, as needed for the Division of Transportation and Facilities Management, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bituminous paving materials for the western region, as needed for the Division of Transportation (\$25,000) and Facilities Management (\$26,000), for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to Plote Construction, Inc. 1100 Brandt Drive, Hoffman Estates, Illinois 60192, for a contract total not to exceed \$51,000.00.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK





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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: <b>Bid #23-023-DOT</b>	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$51,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$204,000.00
	CURRENT TERM TOTAL COST: \$51,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Plote Construction Inc.	VENDOR #: 11199	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Dave Verdico	VENDOR CONTACT PHONE: 847-695-9300	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: bids@plote.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-27	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to Plote Construction Inc., to provide Bituminous Paving Materials in the West Region of DuPage County on an as-needed basis for the Division of Transportation and Facilities Management. Effective (April 12, 2023 through March 31, 2024), for a contract total not to exceed \$51,000.00, (DOT in the amount of \$25,000.00 and FM in the amount of \$26,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For maintenance of the DuPage County roads and paths in the west region and for the DuPage County campus internal parking lots and roadways.			

### 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: Plote Construction Inc.	Vendor#: 11199	Dept: Division of Transportation	Division: Accounts Payable
Attn: Dave Verdico	Email: bids@plote.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1100 Brandt Drive	City: Hoffman Estates	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60192	State: IL	Zip: 60187
Phone: 847-695-9300	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Plote Construction Inc.	Vendor#: 11199	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: same as above	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6925	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 2023	Contract End Date (PO25): Mar 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Bituminous Paving Materials (West Region) of DuPage County	FY23	1500	3510	52270		24,000.00	24,000.00
2	1	EA		DOT - Bituminous Paving Materials (West Region) of DuPage County	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		FM - Bituminous Paving Materials	FY23	1000	1100	52270		12,500.00	12,500.00
4	1	EA		FM Grounds- Bituminous Paving Materials	FY23	1000	1102	52270		500.00	500.00
5	1	EA		FM - Bituminous Paving Materials	FY24	1000	1100	52270		12,500.00	12,500.00
6	1	EA		FM Grounds- Bituminous Paving Materials	FY24	1000	1102	52270		500.00	500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 51,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Bituminous Paving Materials in the (West Region) of the DuPage County, for a contract total not to exceed \$51,000.00, (DOT in the amount of \$25,000.00 and FM in the amount of \$26,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Dave Verdico, Mike Figuray, Jason Walsh, and Mary Ventrella.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
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  
2023 CONSTRUCTION MATERIALS (SECTION 1 - BITUMINOUS PAVING MATERIALS)  
23-023-DOT

K-Five Companies													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	PAIL	Ton	Ton	Ton	Ton
Elmhurst (DuPage Materials Company LLC)		\$75.25	\$72.75	\$63.50	\$65.75	\$120.00	\$70.25	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Hodgkins (K-Five Hodgkins LLC)		\$74.25	\$71.25	\$63.75	\$64.75	\$120.00	\$69.50	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Naperville (Chicago Materials Corporation)		\$73.75	\$74.00	\$67.25	\$66.25	\$120.00	\$71.25	No Bid	\$47.25	No Bid	\$7.75	\$7.75	\$7.75
Romeoville (Route 66 Asphalt)		\$71.75	\$69.50	\$65.75	\$64.25	\$120.00	\$67.25	No Bid	\$47.25	No Bid	\$7.75	No Bid	\$7.75
Plote Construction Inc.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - West Chicago		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Location 2 - Bartlett		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Ozinga													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 9.77	No charge	\$ 9.77
Superior Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - North Aurora		No Bid	\$63.50	No Bid	\$58.50	No Bid	\$63.50	No Bid	\$60.00	\$153.50	No charge	No charge	No charge
DuKane Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Addison		\$65.00	\$65.00	\$62.00	\$62.00	\$82.00	No Bid	No Bid	\$65.00	No Bid	\$8.00	\$8.00	\$8.00

NOTES

Bid Opening 3/13/23 @ 2:30 P.M.	DW, NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	5

**SECTION 1 PRICING:**

Vendors with multiple locations must provide an address, contact and phone number for each location where indicated below.

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 73.00	\$ 73.00	\$
2	HMA Surface Course, Mix D, N50	Ton	\$ 73.00	\$ 73.00	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 67.00	\$ 67.00	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 67.00	\$ 67.00	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 125.00	\$ 125.00	\$
6	Driveway / Private Mix*	Ton	\$ No Bid	\$ No Bid	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ No Bid	\$ No Bid	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 50.00	\$ 50.00	\$
9	Cold Patch	Ton	\$ 175.00	\$ 175.00	\$
10	Dumping of Asphalt Grindings**	Ton	\$ No Charge	\$ No Charge	\$
11	Dumping of Clean Concrete**	Ton	\$ No Charge	\$ No Charge	\$
12	Dumping of Broken Asphalt**	Ton	\$ No Charge	\$ No Charge	\$

\*Contractor shall include design sheets indicating the composition of their driveway/private mixes with their bid.

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

LOCATION 1	
Address:	1555 W. Washington
City, State, Zip Code:	West Chicago, IL
Contact:	Tom Murphy
Phone Number:	630-293-5570

LOCATION 2	
Address:	2200 Graham St.
City, State, Zip Code:	Bartlett, IL
Contact:	Dan Mateja
Phone Number:	630-289-6080

LOCATION 3	
Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

## SECTION 7 - BID FORM SIGNATURE PAGE

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

**X** **Signature on File** \_\_\_\_\_

(Signature and Title)

William T. Madden, VP Estimating & Contracts

CORPORATE SEAL  
(If available)

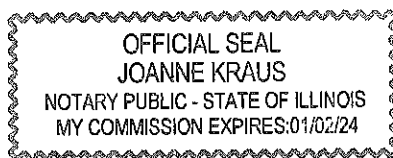
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 13th day of March AD, 20 23

**Signature on File** \_\_\_\_\_

(Notary Public)

My Commission Expires: 1/2/24



SEAL



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:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Plote Construction Inc.	NAME	
CONTACT	Dave Verdico	CONTACT	
ADDRESS	1100 Brandt Drive	ADDRESS	
CITY ST ZIP	Hoffman Estates, IL 60192	CITY ST ZIP	
TX	847-695-9300	TX	
FX		FX	
EMAIL	bids@plote.com	EMAIL	
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

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



## VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

Date: 3/13/23

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name:	Plote Construction Inc.	Company Contact:	William T. Madden
Contact Phone:	847-695-9300	Contact Email:	bids@plote.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 the requirements.

Authorized Signature

Signature on File

Printed Name

William T. Madden

Title

VP Estimating &amp; Contracts

Date

3/13/23

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



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0059-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.B.

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AWARDING RESOLUTION  
ISSUED TO VULCAN CONSTRUCTION MATERIALS, LLC  
TO FURNISH AND DELIVER COARSE AND FINE AGGREGATES  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION, PUBLIC WORKS  
AND FACILITIES MANAGEMENT (CONTRACT TOTAL NOT TO EXCEED \$95,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Vulcan Construction Materials, LLC, to furnish and deliver coarse and fine aggregates, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver coarse and fine aggregates, as needed for the Division of Transportation (\$30,000), Public Works (\$30,000) and Facilities Management (\$35,000) for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to Vulcan Construction Materials, LLC, 1000 East Warrenville Road, Suite 100, Naperville, Illinois 60563, for a contract total not to exceed \$95,000.00.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$380,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Vulcan Construction Materials, LLC	VENDOR #: 26490-P1	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ali Jones	VENDOR CONTACT PHONE: 224-242-6099	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: jonesal@vmcmail.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-29	
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.).  Requesting a purchase order contract to Vulcan Construction Materials LLC to provide Coarse and Fine Aggregates for DuPage County on as-needed basis for the Division of Transportation, Public Works and Facilities Management. Effective April 12, 2023 through March 31, 2024, for a contract total not to exceed \$95,000.00, (DOT in the amount of \$30,000.00, PW in the amount of \$30,000 and FM in the amount of \$35,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For maintenance of the county roads and paths through out DuPage County.			

### 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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

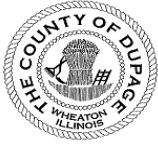
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Vulcan Construction Materials, LLC	Vendor#: 26490-P1	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ali Jones	Email: jonesal@vmcmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1000 E. Warrenville Road, Suite #100	City: Naperville	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: 224-242-6099	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Vulcan Construction Materials, LLC	Vendor#: 26490-P1	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Dave Muno	Email:	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: PO Box 75219	City: Charlotte	Address: 140 N. County Farm Road	City: Wheaton
State: NC	Zip: 28275-5217	State: IL	Zip: 60187
Phone: 630-955-8500	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 2023	Contract End Date (PO25): Mar 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Coarse & Fine Aggregates	FY23	1500	3510	52270		29,000.00	29,000.00
2	1	EA		DOT - Coarse & Fine Aggregates	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Coarse & Fine Aggregates	FY23	2000	2665	52270		20,000.00	20,000.00
4	1	EA		PW - Coarse & Fine Aggregates	FY24	2000	2665	52270		10,000.00	10,000.00
5	1	EA		FM - Coarse & Fine Aggregates	FY23	1000	1100	52270		12,500.00	12,500.00
6	1	EA		FM Grounds - Coarse & Fine Aggregates	FY23	1000	1102	52270		5,000.00	5,000.00
7	1	EA		FM - Coarse & Fine Aggregates	FY24	1000	1100	52270		12,500.00	12,500.00
8	1	EA		FM Grounds - Coarse & Fine Aggregates	FY24	1000	1102	52270		5,000.00	5,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Coarse & Fine Aggregates for DuPage County, for a contract total not to exceed \$95,000.00, (DOT in the amount of \$30,000.00, PW in the amount of 30,000.00 & FM in the amount of \$35,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Ali Jones, , Mike Figuray, Jason Walsh, Amy Arlowe, Sandra Martinez, and Mary Ventrella.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
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  
2023 CONSTRUCTION MATERIALS (SECTION 2 - COURSE AND FINE AGGREGATES)  
23-023-DOT**

**Ozinga Ready Mix, Inc.**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton
Delivered to Highway Garage		\$23.21	\$31.39	\$37.14	\$17.39	\$28.54	No Bid	No Bid	No Bid	\$34.81	\$39.00	No Bid	No Bid	No Bid	No Bid
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$9.77	No Charge	\$9.77

**Vulcan Construction Materials, LLC ✓**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton
Delivered to Highway Garage		\$17.68	\$24.88	\$34.92	\$14.63	\$16.53	\$27.43	\$46.78	\$50.48	\$19.33	\$30.78	No Bid	No Bid	No Bid	No Bid
Location 1 - Bolingbrook		\$10.40	\$17.60	No Bid	No Bid	\$9.25	No Bid	\$38.00	No Bid	\$16.55	\$23.50	No Bid	No Bid	No Bid	No Bid
Location 2 - Bartlett		\$10.70	\$19.00	No Bid	\$8.40	\$10.00	\$21.20	\$38.00	\$42.00	\$13.10	No Bid	No Bid	No Bid	No Bid	No Bid
Location 2 - McCook		No Bid	No Bid	\$25.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

**E.D. Shands LLC**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton
Delivered to Highway Garage		\$22.98	\$30.50	\$32.00	\$21.00	\$22.25	\$20.00	\$52.50	\$56.00	\$29.00	\$32.00	No Bid	\$16.25	\$15.00	\$19.75

**S. Schroeder Trucking, Inc.**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton

Delivered to Highway Garage		\$23.95	\$31.60	\$33.20	\$21.92	\$22.51	\$20.90	\$53.38	\$56.68	\$29.10	\$33.08	No Bid	\$17.50	\$16.25	\$20.00
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NOTES

Bid Opening 3/13/23 @ 2:30 P.M.	DW, NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	4

## SECTION 2 PRICING:

Vendors with multiple locations must provide an address, contact, and phone number for each yard where indicated below.

No.	Item	UOM	Delivered to 140 N. County Farm Rd, Wheaton IL	Location 1	Location 2	Location 3	Location 4	Location 5
1	CA 6 Crushed Stone	Ton	\$ 17.68	\$ 10.40	\$ 10.70	\$ N/A	\$ N/A	\$ N/A
2	CA 7 Crushed Stone	Ton	\$ 24.88	\$ 17.60	\$ 19.00	\$ N/A	\$ N/A	\$ N/A
3	FA-1 Sand	Ton	\$ 34.92	\$ N/A	\$ N/A	\$ 25.00	\$ N/A	\$ N/A
4	FA 5 Limestone Screenings	Ton	\$ 14.63	\$ N/A	\$ 8.40	\$ N/A	\$ N/A	\$ N/A
5	FA 6 Birdseye/Trench Backfill (Sand)	Ton	\$ 16.53	\$ 9.25	\$ 10.00	\$ N/A	\$ N/A	\$ N/A
6	Stone Rip Rap-Class A1	Ton	\$ 27.43	\$ N/A	\$ 21.20	\$ N/A	\$ N/A	\$ N/A
7	Stone Rip Rap-Class A3	Ton	\$ 46.78	\$ 38.00	\$ 38.00	\$ N/A	\$ N/A	\$ N/A
8	Stone Rip Rap-Class A4	Ton	\$ 50.48	\$ N/A	\$ 42.00	\$ N/A	\$ N/A	\$ N/A
9	CS-01 4" Stone	Ton	\$ 19.33	\$ 16.55	\$ 13.10	\$ N/A	\$ N/A	\$ N/A
10	CA-16 3/8" Chip Stone	Ton	\$ 30.78	\$ 23.50	\$ N/A	\$ N/A	\$ N/A	\$ N/A
11	Porous Granular Embankment (PGE)	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
12	Dumping of Asphalt Grindings**	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
13	Dumping of Clean Concrete**	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
14	Dumping of Broken Asphalt**	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
GRAND TOTAL			\$	\$	\$	\$	\$	\$

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid



**Delivered to Highway Garage**

Address:	140 North County Farm Road
City, State, Zip Code:	Wheaton, IL 60187
Contact:	Jason Walsh
Phone Number:	(630)407-6920

**LOCATION 1**

Barbers Corners

Address:	351 Royce Rd
City, State, Zip Code:	Bolingbrook, IL 60440
Contact:	Ali Jones
Phone Number:	224-242-6099

**LOCATION 2**

Bartlett

Address:	2000 Vulcan Blvd.
City, State, Zip Code:	Bartlett, IL 60103
Contact:	Ali Jones
Phone Number:	224-242-6099

**LOCATION 3**

McCook

Address:	5500 Joliet Rd.
City, State, Zip Code:	McCook, IL 60525
Contact:	Ali Jones
Phone Number:	224-242-6099

**LOCATION 4**

Address:	
City, State, Zip Code:	N/A
Contact:	
Phone Number:	

**LOCATION 5**

Address:	
City, State, Zip Code:	N/A
Contact:	
Phone Number:	

SECTION 7 - BID FORM SIGNATURE PAGE

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

Signature on File

X

VP/GM

(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 2ND day of MARCH AD, 20 23

Signature on File

My Commission Expires: June 28, 2024



**SECTION 8 - MANDATORY FORM  
CONSTRUCTION MATERIALS 23-023-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Vulcan Construction Materials, LLC		
Main Business Address	1000 E Warrenville Rd, Suite 100		
City, State, Zip Code	Naperville, IL 60563		
Telephone Number	224-242-6099	Email Address	jonesal@vmemail.com
Bid Contact Person	Ali Jones		

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:

**Signature on File**

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

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

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Vulcan Construction Materials LLC	NAME	Vulcan Construction Materials, LLC
CONTACT	Ali Jones	CONTACT	Dave Muno
ADDRESS	1000 E Warrenville Rd, Ste 100	ADDRESS	PO Box 75219
CITY ST ZIP	Naperville, IL 60563	CITY ST ZIP	Charlotte, NC 28275-5217
TX	224-242-6099	TX	630-955-8500
FX		FX	630-955-4453
EMAIL	jonesal@vmemail.com	EMAIL	
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (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: 3-2-23

Bid/Contract/PO #: 23-023-DOT

Company Name: <u>Vulcan Construction Materials</u>	Company Contact: <u>Ali Jones</u>
Contact Phone: <u>224-242-6099</u> <u>LC</u>	Contact Email: <u>jonesa1@vmemail.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

**Signature on File**

Printed Name

Chad Groft

Title

VP / GM

Date

3/2/23

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



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0060-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.C.

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AWARDING RESOLUTION  
ISSUED TO OZINGA READY MIX CONCRETE, INC.  
TO FURNISH AND DELIVER PORTLAND CEMENT CONCRETE  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,  
PUBLIC WORKS AND FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$100,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Ozinga Ready Mix Concrete Inc., to furnish and deliver Portland Cement Concrete, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Portland Cement Concrete, as needed for the Division of Transportation (\$50,000), Public Works (\$25,000) and Facilities Management (\$25,000), for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to Ozinga Ready Mix Concrete, Inc., 19001 Old LaGrange Road, Mokena, Illinois 60448, for a contract total not to exceed \$100,000.00.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$400,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Ozinga Ready Mix Concrete, Inc.	VENDOR #: 13068	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Alex Nieves	VENDOR CONTACT PHONE: 708-326-4200	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: alexnieves@ozinga.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-28	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to Ozinga Ready Mix Concrete, to provide Portland Cement Concrete for DuPage County, on an as-needed basis for Division of Transportation, Public Works and Facilities Management. Effective April 12, 2023 through March 31, 2024, for a contract total not to exceed \$100,000.00, (DOT in the amount of \$50,000.00, PW in the amount of \$25,000.00 and FM in the amount of \$25,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For the maintenance of sidewalks, roadways and County facilities through out DuPage County.			

### 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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Ozinga Ready Mix Concrete, Inc.	Vendor#: 13068	Dept: Division of Transportation	Division: Accounts Payable
Attn: Alex Nieves	Email: alexnieves@ozinga.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 19001 Old LaGrange Rd.	City: Mokena	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60448	State: IL	Zip: 60187
Phone: 708-326-4200	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ozinga Ready Mix Concrete, Inc.	Vendor#: 13068	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: same as above	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 2023	Contract End Date (PO25): Mar 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

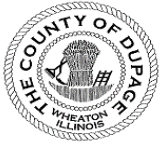


**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Portland Cement Concrete	FY23	1500	3510	52270		49,000.00	49,000.00
2	1	EA		DOT - Portland Cement Concrete	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Portland Cement Concrete	FY23	2000	2665	52270		16,000.00	16,000.00
4	1	EA		PW - Portland Cement Concrete	FY24	2000	2665	52270		9,000.00	9,000.00
5	1	EA		FM - Portland Cement Concrete	FY23	1000	1100	52270		12,500.00	12,500.00
6	1	EA		FM - Portland Cement Concrete	FY24	1000	1100	52270		12,500.00	12,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 100,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Portland Cement Concrete for DuPage County, for a contract total not to exceed \$100,000.00, (DOT in the amount of \$50,000.00, PW in the amount of \$25,000.00 and FM in the amount of \$25,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Matt Postema, Mike Figuray, Jason Walsh, Amy Arlowe, Sandra Martinez, and Mary Ventrella.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
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**  
**2023 CONSTRUCTION MATERIALS (SECTION 3 - PORTLAND CEMENT CONCRETE)**  
**23-023-DOT**



Ozinga Ready Mix Concrete, Inc.												
ITEM #		1	2	3	4	5	6	7	8	9	10	11
Vendor Plant Site		Class SI Concrete (4.6) Bag Mix	Class SI Concrete Special (6.1) Bag Mix	High Early Mix (Class PP-1)	CLSM Mix #3	Calcium Chloride (1%)	Calcium Chloride (2%)	Retarder	Super Plasticizer	2'x2'x6' Concrete Blocks	2'x2'x6' Concrete Corner Blocks	2'x2'x3' Concrete Blocks
	UOM	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Per Block	Per Block	Per Block
Delivered to various locations		\$215.50	\$217.25	\$235.00	\$195.00	\$4.50	\$9.00	\$4.25	\$9.00	No Bid	No Bid	No Bid
Picked up at Lemont, IL		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$75.00	\$70.00	\$50.00

NOTES
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Bid Opening 3/13/2023@ 2:30 P.M.	DW,NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	1

**SECTION 1 PRICING:**

Vendors with multiple locations must provide an address, contact and phone number for each location where indicated below.

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$	\$	\$
2	HMA Surface Course, Mix D, N50	Ton	\$	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$	\$	\$
6	Driveway / Private Mix*	Ton	\$	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$	\$	\$
9	Cold Patch	Ton	\$	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 9.77	\$ n/a.	\$
11	Dumping of Clean Concrete**	Ton	\$ 0.00	\$ 0.00	\$
12	Dumping of Broken Asphalt**	Ton	\$ 9.77	\$ n/a.	\$

\*Contractor shall include design sheets indicating the composition of their driveway/private mixes with their bid.

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

LOCATION 1	
Address:	Ozinga Lincolnshire Yard
City, State, Zip Code:	500 industrial dr, Lincolnshire, IL 60069
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

LOCATION 2	
Address:	Ozinga Mokena Yard
City, State, Zip Code:	18825 old lagrange rd, Mokena IL 60448
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

LOCATION 3	
Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

## SECTION 2 PRICING:

Vendors with multiple locations must provide an address, contact, and phone number for each yard where indicated below.

No.	Item	UOM	Delivered to 140 N. County Farm Rd, Wheaton IL	Location 1	Location 2	Location 3	Location 4	Location 5
1	CA 6 Crushed Stone	Ton	\$ 23.21	\$	\$	\$	\$	\$
2	CA 7 Crushed Stone	Ton	\$ 31.39	\$	\$	\$	\$	\$
3	FA-1 Sand	Ton	\$ 37.14	\$	\$	\$	\$	\$
4	FA 5 Limestone Screenings	Ton	\$ 17.38	\$	\$	\$	\$	\$
5	FA 6 Birdseye/Trench Backfill (Sand)	Ton	\$ 28.54	\$	\$	\$	\$	\$
6	Stone Rip Rap-Class A1	Ton	\$ N/A	\$	\$	\$	\$	\$
7	Stone Rip Rap-Class A3	Ton	\$ N/A	\$	\$	\$	\$	\$
8	Stone Rip Rap-Class A4	Ton	\$ N/A	\$	\$	\$	\$	\$
9	CS-01 4" Stone	Ton	\$ 34.81	\$	\$	\$	\$	\$
10	CA-16 3/8" Chip Stone	Ton	\$ 39.20	\$	\$	\$	\$	\$
11	Porous Granular Embankment (PGE)	Ton	\$ N/A	\$	\$	\$	\$	\$
12	Dumping of Asphalt Grindings**	Ton	\$	\$ 9.77	\$	\$	\$	\$
13	Dumping of Clean Concrete**	Ton	\$	\$ Free	\$ Free	\$	\$	\$
14	Dumping of Broken Asphalt**	Ton	\$	\$ 9.77	\$	\$	\$	\$
GRAND TOTAL			\$	\$	\$	\$	\$	\$

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

**Delivered to Highway Garage**

Address:	140 North County Farm Road
City, State, Zip Code:	Wheaton, IL 60187
Contact:	Jason Walsh
Phone Number:	(630)407-6920

**LOCATION 1**

Address:	Ozinga Lincolnshire Yard
City, State, Zip Code:	500 industrial dr, Lincolnshire IL 60069
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

**LOCATION 2**

Address:	Ozinga Mokena Yard
City, State, Zip Code:	18825 old La Grange rd, Mokena IL 60448
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

**LOCATION 3**

Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

**LOCATION 4**

Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

**LOCATION 5**

Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

Vendors with multiple locations must provide an address, contact, and phone number for each location.

If there are areas within DuPage County that you are unable to deliver to, please note that below the pricing table.

**SECTION 3 PRICING:**

No.	Item	UOM	Price Delivered	Price Location 1	Price Location 2
1	Class SI Concrete (4.6) Bag Mix	Cubic Yard	\$ 215.50		
2	Class SI Concrete Special (6.1) Bag Mix	Cubic Yard	\$ 217.25		
3	High Early Mix (Class PP-1)	Cubic Yard	\$ 235.00		
4	CLSM Mix#3	Cubic Yard	\$ 195.00		
5	Calcium Chloride (1%)	Cubic Yard	\$ 4.50		
6	Calcium Chloride (2%)	Cubic Yard	\$ 9.00		
7	Retarder	Cubic Yard	\$ 4.25		
8	Super Plasticizer	Cubic Yard	\$ 9.00		
9	2'x2'x6' Concrete Blocks	Per Block		\$ 75	\$ 75
10	2'x2'x6' Concrete Corner Blocks	Per Block		\$ 70	\$ 70
11	2'x2'x3' Concrete Blocks	Per Block		\$ 50	\$ 50

**Please identify any delivery restrictions:**

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**Delivered to Highway Garage**

Address:	140 North County Farm Road
City, State, Zip Code:	Wheaton, IL 60187
Contact:	Jason Walsh
Phone Number:	(630)407-6920

**LOCATION 1**

Address:	11400 Old Lemont Rd
City, State, Zip Code:	Lemont, IL 60439
Contact:	Tom Maxciner
Phone Number:	708-326-4567 or 800-Stone-80

**LOCATION 2**

Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

SECTION 7 - BID FORM SIGNATURE PAGE

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

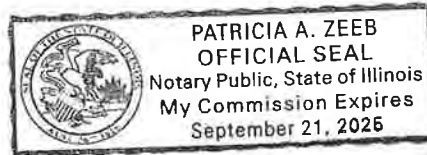
X Signature on File

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 10th day of March AD, 20 23

Signature on File  
(Notary Public) My Commission Expires: 09/21/2025



SEAL



**SECTION 8 - MANDATORY FORM  
CONSTRUCTION MATERIALS 23-023-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Ozinga, Inc.		
Main Business Address	19001 Old Lagrange, Ste 300		
City, State, Zip Code	Mokena, IL 60448		
Telephone Number	708-326-4200	Email Address	inside sales@ozinga.com
Bid Contact Person	Tom Maxeiner		

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:

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

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

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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



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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Alex Nieves	NAME	
CONTACT	708-326-4200	CONTACT	
ADDRESS	19001 old Lagrange Rd	ADDRESS	
CITY ST ZIP	Mokena, IL 60448	CITY ST ZIP	
TX		TX	
FX		FX	
EMAIL	alexnieves@ozinga.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (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: 3/9/23  
 Bid/Contract/PO #: 23-023-DOT

Company Name: <u>Ozinga, Inc</u>	Company Contact: <u>Tom Maxeiner</u>
Contact Phone: <u>708-326-4200</u>	Contact Email: <u>TomMaxeiner@Ozinga.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

THOMAS MAXEINER

Title

INSIDE SALES

Date

03/10/2023

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



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0062-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.D.

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AWARDING RESOLUTION  
ISSUED TO K-FIVE CONSTRUCTION CORPORATION  
TO FURNISH AND DELIVER  
BITUMINOUS PAVING MATERIALS FOR THE SOUTHEAST REGION  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION AND PUBLIC WORKS  
(CONTRACT TOTAL NOT TO EXCEED \$139,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to K-Five Construction Corporation, to furnish and deliver bituminous paving materials for the southeast region, as needed for the Division of Transportation and Public Works, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bituminous paving materials for the southeast region, as needed for the Division of Transportation (\$115,000.00) and Public Works (\$24,000.00), for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to K-Five Construction Corporation, 999 Oakmont Plaza Drive, Suite 200, Westmont, Illinois 60559, for a contract total not to exceed \$139,000.00.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: <b>Bid #23-023-DOT</b>	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$139,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$556,000.00
	CURRENT TERM TOTAL COST: \$139,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: K-Five Construction Corporation	VENDOR #: 10843	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brian Gormsen	VENDOR CONTACT PHONE: 630-257-5600	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: briang@k-five.net	VENDOR WEBSITE:	DEPT REQ #: 23-1500-25	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to K-Five Construction Corporation to provide Bituminous Paving Materials in the South East Region of DuPage County, on an as-needed for the Division of Transportation, Public Works and Facilities Management. Effective April 12, 2023 through March 31, 2024, for a contract total not to exceed \$139,000.00, (DOT in the amount of \$115,000.00 and PW in the amount of \$24,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For maintenance of the County Roads and Paths in the (South East Region) of the DuPage County.			

### 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	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: K-Five Construction Corporation	Vendor#: 10843	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brian Gormsen	Email: briang@k-five.net	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 999 Oakmont Plaza Drive, Suite 200	City: Westmont	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-257-5600	Fax: 630-257-6788	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: K-Five Construction Corporation	Vendor#: 10843	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Gina Portschy	Email: ginap@k-five.net	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: 999 Oakmont Plaza Drive, Suite 200	City: Westmont	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-257-5600	Fax: 630-257-6788	Phone: 630-407-6925	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 2023	Contract End Date (PO25): Mar 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Bituminous Paving Materials (South East Region) of DuPage County	FY23	1500	3510	52270		114,000.00	114,000.00
2	1	EA		DOT - Bituminous Paving Materials (South East Region) of DuPage County	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Bituminous Paving Materials	FY23	2000	2665	52270		16,000.00	16,000.00
4	1	EA		PW - Bituminous Paving Materials	FY24	2000	2665	52270		8,000.00	8,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 139,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Bituminous Paving Materials in the (South East Region) for DOT & PW, for a contract total not to exceed \$139,000.00 (DOT in the amount of \$115,000.00 and PW in the amount of \$24,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Brian Gormsen, Mike Figuray, David Koehler, Amy Arlowe, and Sandra Martinez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
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  
2023 CONSTRUCTION MATERIALS (SECTION 1 - BITUMINOUS PAVING MATERIALS)  
23-023-DOT**

<b>K-Five Companies</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	PAIL	Ton	Ton	Ton	Ton
Elmhurst (DuPage Materials Company LLC)		\$75.25	\$72.75	\$63.50	\$65.75	\$120.00	\$70.25	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Hodgkins (K-Five Hodgkins LLC)		\$74.25	\$71.25	\$63.75	\$64.75	\$120.00	\$69.50	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Naperville (Chicago Materials Corporation)		\$73.75	\$74.00	\$67.25	\$66.25	\$120.00	\$71.25	No Bid	\$47.25	No Bid	\$7.75	\$7.75	\$7.75
Romeoville (Route 66 Asphalt)		\$71.75	\$69.50	\$65.75	\$64.25	\$120.00	\$67.25	No Bid	\$47.25	No Bid	\$7.75	No Bid	\$7.75
<b>Plote Construction Inc.</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - West Chicago		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Location 2 - Bartlett		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
<b>Ozinga</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 9.77	No charge	\$ 9.77
<b>Superior Asphalt Co.</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - North Aurora		No Bid	\$63.50	No Bid	\$58.50	No Bid	\$63.50	No Bid	\$60.00	\$153.50	No charge	No charge	No charge
<b>DuKane Asphalt Co.</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Addison		\$65.00	\$65.00	\$62.00	\$62.00	\$82.00	No Bid	No Bid	\$65.00	No Bid	\$8.00	\$8.00	\$8.00

NOTES

Bid Opening 3/13/23 @ 2:30 P.M.	DW, NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	5

**SECTION 1 PRICING:**

Vendors with multiple locations must provide an address, contact and phone number for each location where indicated below.

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 74.25	\$ N/A	\$ N/A
2	HMA Surface Course, Mix D, N50	Ton	\$ 71.25	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 63.75	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 64.75	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 120.00	\$	\$
6	Driveway / Private Mix*	Ton	\$ 69.50	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ N/A	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 47.25	\$	\$
9	Cold Patch	Ton	\$ 165.00	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 7.75	\$	\$
11	Dumping of Clean Concrete**	Ton	\$ N/A	\$	\$
12	Dumping of Broken Asphalt**	Ton	\$ 7.75	\$	\$

\*Contractor shall include design sheets indicating the composition of their driveway/private mixes with their bid.

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

<b>Hodgkins Plant</b>		<b>LOCATION 1</b>
Address:		6301 East Avenue
City, State, Zip Code:		Hodgkins, IL, 60525
Contact:		Mark Paluch
Phone Number:		630-768-7814

<b>LOCATION 2</b>	
Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

N/A

<b>LOCATION 3</b>	
Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	

N/A



## SECTION 7 - BID FORM SIGNATURE PAGE

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

X Signature on File

\_\_\_\_\_  
(Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 9 day of March AD, 20 23

Signature on File My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SEAL



**SECTION 8 - MANDATORY FORM  
CONSTRUCTION MATERIALS 23-023-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	K-Five Hodgkins LLC		
Main Business Address	999 Oakmont Plaza Drive, Suite 200		
City, State, Zip Code	Westmont, IL 60559		
Telephone Number	630-257-5600	Email Address	BRIANG@K-FIVE.NET
Bid Contact Person	BRIAN GORMSEN		

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

Signature on File \_\_\_\_\_

that the members of the Partnership or Officers of the Corporation are as follows:

Signature on File \_\_\_\_\_

Signature on File \_\_\_\_\_

Signature on File \_\_\_\_\_

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

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	K-Five Hodgkins LLC	NAME	K-Five Hodgkins LLC
CONTACT	Brian Gormsen	CONTACT	Gina Portschy
ADDRESS	999 Oakmont Plaza Dr #200	ADDRESS	999 Oakmont Plaza Dr #200
CITY ST ZIP	Westmont, IL 60559	CITY ST ZIP	Westmont, IL 60559
TX	630-257-5600	TX	630-257-5600
FX	630-257-6788	FX	630-257-6788
EMAIL	BRIANG@K-FIVE.NET	EMAIL	GINAP@K-FIVE.NET
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (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: 3/9/23

Bid/Contract/PO #: 23-023-DOT

Company Name: <u>K-Five Holdings LLC</u>	Company Contact: <u>BRIAN GORMSEN</u>
Contact Phone: <u>630-257-5600</u>	Contact Email: <u>BRIANG@K-FIVE.NET</u>

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

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

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

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

- 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

Title

Date

Brian Gormsen  
GM Manufacturing  
3/9/23

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

<b>Recipient</b>	<b>Donor</b>	<b>Description</b>	<b>Amount/Value</b>	<b>Date Made</b>
Friends of Cindy Cronin Cahill	K-Five Construction	Check	\$500.00	5/24/2022
Citizens of elect Jim Zay	K-Five Construction	Check	\$500.00	09/26/22
Citizens of elect Jim Zay	K-Five Construction	Check	\$500.00	09/26/22



## Facilities Management Requisition Under \$30K

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1374

**Agenda Date:** 4/4/2023

**Agenda #:** 8.A.

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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1222	RFP, BID, QUOTE OR RENEWAL #: 22-006-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Hobart Service	VENDOR #: 19211	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Adam Ryder	VENDOR CONTACT PHONE: 847-631-0070 x2236	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: adam.ryder@hobartservice.com	VENDOR WEBSITE:	DEPT REQ #:	
<b>Overview</b>			
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 Hobart Service, to provide repair services and parts for kitchen, ice and refrigeration equipment as needed for County facilities, for Facilities Management, for the period April 20, 2023 through April 19, 2024, for a total contract amount not to exceed \$25,000.00, per renewal option under bid award #22-006-FM, first option to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The kitchen, ice and refrigeration equipment are frequently in need of repair and/or parts.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Hobart Service	Vendor#: 19211	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 2185 Estes Ave.	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 847-631-0070	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Hobart Service	Vendor#: 19211	Dept: Facilities Management	Division:
Attn:	Email: advice@hobart.com	Attn:	Email:
Address: PO Box 2517	City: Carol Stream	Address: various locations	City: Wheaton
State: IL	Zip: 60132-2517	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 20, 2023	Contract End Date (PO25): Apr 19, 2024
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		Time & Material Equipment Repair	FY23	1000	1100	53370		15,000.00	15,000.00
2	1	LO		Time & Material Equipment Repair	FY24	1000	1100	53370		10,000.00	10,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 25,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide repair services and parts for kitchen, ice and refrigeration equipment as needed for County facilities.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to 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: 03/21/2023
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  
Kitchen Repair Services & Parts Bid 22-006-FM  
BID TABULATION

				HOBART SERVICES	
CATEGORY I KITCHEN EQUIPMENT - LABOR RATES FOR SERVICES					
ITEM NO	DESCRIPTION	UOM	QTY	PRICE	EXTENDED PRICE
1	Regular Time: Monday – Friday 7:00 a.m - 4:00 p.m.	HR	24	\$ 120.80	\$ 2,899.20
2	Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HR	8	\$ 181.60	\$ 1,452.80
3	Premium Time: Sundays and Holidays	HR	8	\$ 181.60	\$ 1,452.80
4	Callout /Service Call Charge: (Note: No other mileage or travel time will be allowed)	HR	8	\$ 139.20	\$ 1,113.60
CATEGORY I - SUB-TOTAL					\$ 6,918.40
CATEGORY II ICE EQUIPMENT - LABOR RATES FOR SERVICES					
ITEM NO	DESCRIPTION	UOM	QTY	PRICE	EXTENDED PRICE
5	Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HR	24	\$ 120.80	\$ 2,899.20
6	Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HR	8	\$ 181.60	\$ 1,452.80
7	Premium Time: Sundays and Holidays	HR	8	\$ 181.60	\$ 1,452.80
8	Callout /Service Call Charge: (Note: No other mileage or travel time will be allowed)	HR	8	\$ 139.20	\$ 1,113.60
CATEGORY II - SUB-TOTAL					\$ 6,918.40
CATEGORY III REFRIGERATION EQUIPMENT - LABOR RATES FOR SERVICES					
ITEM NO	DESCRIPTION	UOM	QTY	PRICE	EXTENDED PRICE
9	Regular Time: Monday – Friday 7:00 a.m. - 4:00 p.m.	HR	24	\$ 120.80	\$ 2,899.20
10	Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HR	8	\$ 181.60	\$ 1,452.80
11	Premium Time: Sundays and Holidays	HR	8	\$ 181.60	\$ 1,452.80
12	Callout /Service Call Charge: (Note: No other mileage or travel time will be allowed)	HR	8	\$ 139.20	\$ 1,113.60
CATEGORY III - SUB-TOTAL					\$ 6,918.40
CATEGORY IV. MATERIALS & SUPPLIES					
ITEM NO	ITEM	ESTIMATED DOLLAR EXPENDED		% OF ADJUSTMENT (-. +)	TOTAL NET COST WITH MARK UP
13	All MATERIALS	\$ 5,000.00		0%	\$ 5,000.00
CATEGORY IV - SUB-TOTAL					\$ 5,000.00
GRAND TOTAL				\$	25,755.20

NOTES

Bid Opening 4/06/2022 2:00 PM	NE, DW
Invitations Sent	7
Total Vendors Requesting Documents	0
Total Bid Responses	1



## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Hobart Service located at 701 South Ridge Avenue, Troy, Ohio 45373, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-006-FM which became effective on 4/20/2022 and which will expire 4/19/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 4/19/2024.

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

### CONTRACTOR

### THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

SIGNATURE

Adam R. Weidman  
PRINTED NAME

Donna Weidman  
PRINTED NAME

Hobart District Manager  
PRINTED TITLE

Buyer II  
PRINTED TITLE

3/16/23  
DATE

DATE

# SECTION 7 - BID FORM PRICING

## CATEGORY I - KITCHEN EQUIPMENT LABOR RATES FOR SERVICES:

NO.	DESCRIPTION	UOM	QTY	PRICE	EXTENDED PRICE
1	Regular Time: Monday – Friday 7:00 a.m. - 4:00 p.m.	HR	24	\$ 120.80	\$ 2,899.20
2	Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HR	8	\$ 181.60	\$ 1,452.80
3	Premium: Sundays and Holidays	HR	8	\$ 181.60	\$ 1,452.80
4	Callout /Service Call Charge: (Note: No other mileage or travel time will be allowed)	HR	8	\$ 139.20 *	\$ 1,113.60
CATEGORY I - TOTAL					\$ 6,918.40

## CATEGORY II – ICE EQUIPMENT LABOR RATES FOR SERVICES:

NO.	DESCRIPTION	UOM	QTY	PRICE	EXTENDED PRICE
1	Regular Time: Monday – Friday 7:00 a.m. - 4:00 p.m.	HR	24	\$ 120.80	\$ 2,899.20
2	Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HR	8	\$ 181.60	\$ 1,452.80
3	Premium: Sundays and Holidays	HR	8	\$ 181.60	\$ 1,452.80
4	Callout /Service Call Charge: (Note: No other mileage or travel time will be allowed)	HR	8	\$ 139.20 *	\$ 1,113.60
CATEGORY II - TOTAL					\$ 6,918.40

**CATEGORY III - REFRIGERATOR EQUIPMENT  
LABOR RATES FOR SERVICES:**

NO.	DESCRIPTION	UOM	QTY	PRICE	EXTENDED PRICE
1	Regular Time: Monday – Friday 7:00 a.m. - 4:00 p.m.	HR	24	\$ 120.80	\$ 2,899.20
2	Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HR	8	\$ 181.60	\$ 1,452.80
3	Premium: Sundays and Holidays	HR	8	\$ 181.60	\$ 1,452.80
4	Callout /Service Call Charge: (Note: No other mileage or travel time will be allowed)	HR	8	\$ 139.20 *	\$ 1,113.60
<b>CATEGORY III - TOTAL</b>					<b>\$ 6,918.40</b>

**CATEGORY IV- MATERIALS & SUPPLIES**

Vendor shall bid a discount or markup for all materials off of catalog prices.

NO.	ITEM	ESTIMATED DOLLAR EXPENDED	% OF ADJUSTMENT (-, +)	TOTAL NET COST WITH MARK-UP
1	All MATERIALS	\$5,000.00	0 %	\$ 5,000.00
<b>CATEGORY IV- TOTAL</b>				<b>\$ 5,000.00</b>

<b>CATEGORY I</b>	\$ 6,918.40
<b>CATEGORY II</b>	\$ 6,918.40
<b>CATEGORY III</b>	\$ 6,918.40
<b>CATEGORY IV</b>	\$ 5,000.00
<b>GRAND TOTAL</b>	<b>\$ 25,755.20</b>

\* Travel charge applies to just the first trip of a service call.

SECTION 8 - BID FORM SIGNATURE PAGE

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

X **Signature on File** Bid Manager  
\_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 28<sup>th</sup> day of March AD, 20 22

**Signature on File** My Commission Expires: Jan. 29, 2027  
(Notary Public)

SEAL



BRENDA F WILSON  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission  
Expires  
January 29, 2027



## 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: \_\_\_\_\_

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Hobart-ITW</b>	Company Contact: _____
Contact Phone: <b>Adam Ryder</b>	Contact Email: <b>Adam.Ryder@HobartService.com</b>

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

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

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

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

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

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

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

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

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

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

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

<http://www.dupageco.org/countyboard/policies/>

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

Authorized Signature: **Signature on File** \_\_\_\_\_

Printed Name: **Adam Ryder** \_\_\_\_\_

Title: **Hobart District Mgr.** \_\_\_\_\_

Date: **2/16/23** \_\_\_\_\_

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



## Grant Proposal Notifications

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1375

**Agenda Date:** 4/4/2023

**Agenda #:** 9.A.

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## Grant Proposal Notification

GPN Number: 020-23  
(Completed by Finance Department)

Date of Notification: 03/20/2023  
(MM/DD/YYYY)

Parent Committee Agenda Date: 04/04/2023  
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 03/24/2023  
(MM/DD/YYYY)

Name of Grant: Chicago Region Earmark Urban and Community Forestry Support Grant

Name of Grantor: The Morton Arboretum

Originating Entity: U.S. Forest Service  
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Facilities Management  
Nick Jensen, Facilities Manager, 4435

Department Contact: \_\_\_\_\_  
(Name, Title, and Extension)

Parent Committee: Public Works Committee

Grant Amount Requested: \$ 25,000.00

Type of Grant: Project

Is this a new non-recurring Grant: ☒ Yes ☐ No  
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 10.675 If State, provide CSFA: \_\_\_\_\_

## Grant Proposal Notification

1. Justify the department's need for this grant.

The CRTI Priority Map signifies that the DuPage County Campus is within a "High" priority level. This level indicates that the campus is in need of improvements in regards to tree canopy and related benefits. To maintain and improve the campus arboretum, this grant would fund improved forest health and resilience to pests and disease through tree pruning, mulching and watering.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Strategic Plan Imperative 1: Quality of Life; 1.3 Protect and enhance our natural resources and infrastructure by coordinating and improving planning, conservation, management and communication efforts. This project will enhance the County campus' natural resources and includes an outreach component for the County to educate the public about tree care, invasive species and the benefits of native vegetation.

3. What is the period covered by the grant?

05/01/2023 to: 08/01/2025  
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. \_\_\_\_\_ and \_\_\_\_\_  
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

Yes

4.1. If yes, please identify the Company-Accounting Unit used for the funding

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

## Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary \$0.00 Percentage covered by grant 0%

6.1.2. Total fringe benefits \$0.00 Percentage covered by grant 0%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?  
N/A

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

1000-1100

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time N/A Part-time N/A Temporary N/A

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? N/A  
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

N/A

## Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)	No
6.3.1. If yes, please answer the following:	
6.3.1.1. How many years beyond the grant term?	N/A
6.3.1.2. What Company-Accounting Unit(s) will be used?	N/A
6.3.1.3. Total annual salary	\$0.00
6.3.1.4. Total annual fringe benefits	\$0.00
7. Does the grant allow for direct administrative costs? (Yes or No)	Yes
7.1. If yes, please answer the following:	
7.1.1. Total estimated direct administrative costs for project	\$0.00
7.1.2. Percentage of direct administrative costs covered by grant	_____
7.1.3. What percentage of the grant total is the portion covered by the grant	75%
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?	_____
9. Are matching funds required? (Yes or No):	Yes
9.1. If yes, please answer the following:	
9.1.1. What percentage of match funding is required by granting entity?	25%
9.1.2. What is the dollar amount of the County's match?	\$8,369.00



## Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	<u>1000-1102</u>
10. What amount of funding is already allocated for the project?	<u>\$33,369.00</u>
10.1. If allocated, in what Company-Accounting Unit are the funds located?	<u>1000-1102</u>
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	<u>Yes</u>
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	<u>\$33,369.00</u>



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**File #:** FM-P-0050-23

**Agenda Date:** 4/4/2023

**Agenda #:** 10.A.

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND DESMAN, INC.  
TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES  
FOR THE 479 AND 509 PARKING DECKS  
FOR FACILITIES MANAGEMENT

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

WHEREAS, the COUNTY requires professional architectural and engineering services, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for the repair, maintenance, and long-term capital improvement and asset management goals for the 479 and 509 Parking Decks on County Campus; and

WHEREAS, Desman, Inc. (“CONSULTANT”) has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed three hundred four thousand two hundred sixty dollars and no cents (\$304,260.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 50 ILCS 510/.01 et seq. and Section 2-353 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 CONSULTANT is hereby accepted and approved in an amount not to exceed three hundred four thousand two hundred sixty dollars and no cents (\$304,260.00) and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

Enacted and approved this 11<sup>th</sup> day of April, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-0731	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$304,260.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$304,260.00
	CURRENT TERM TOTAL COST: \$304,260.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
Vendor Information		Department Information	
VENDOR: Desman, Inc.	VENDOR #: 38202	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: Jeff Henriksen	VENDOR CONTACT PHONE: 312-263-8400	DEPT CONTACT PHONE #: 630-407-5681	DEPT CONTACT EMAIL: geoffrey.matteson@dupageco.org
VENDOR CONTACT EMAIL: jhenriksen@desman.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
<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 Desman, Inc., to provide Professional Architectural and Engineering Design Services to complete the repair, maintenance, and long-term capital improvement and asset management goals for the 479 and 509 parking decks on County Campus, for Facilities Management, for the period April 11, 2023 through December 15, 2025 for a total contract amount not to exceed \$304,260.00, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ .01 et. seq.</p> <p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished An initial baseline survey investigation and assessment report for the 479 and 509 parking structures was completed in 2019. Recommended priority repairs, in targeted areas, were engineered and performed on the garages in 2020 and 2021. This project will be a more-encompassing rehabilitation of the garages, addressing deferred-maintenance issues, extending the decks' overall projected useful lives.</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. A request for Statement of Interest for "Professional Engineering Services for Parking Deck Repairs and Bid Specifications" was issued, 2 firms responded. Staff has reviewed the qualifications of these firms and has determined that Desman, Inc. possesses the qualified staff to provide Professional Engineering Services for structural repairs for the 479 and 509 Parking Garages on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends approval of a professional services contract with Desman, Inc. to provide Professional Engineering and Design Services to complete repair, maintenance, and long-term capital improvements and asset management goals for the 479 and 509 Parking Decks. 2) Select another firm. However, staff does not recommend this, and has determined that Desman, Inc. possesses the qualified engineering staff to provide these services on behalf of the County.



## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Desman, Inc.	Vendor#: 38202	Dept: Facilities Management	Division:
Attn: Jeff Henriksen	Email: jhenriksen@desman.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 3 West 35th Street, 3rd Floor	City: New York	Address: 421 N. County Farm Road	City: Wheaton
State: NY	Zip: 10001	State: IL	Zip: 60187
Phone: 312-263-8400	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Desman, Inc.	Vendor#: 38202	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupageco.org
Address: 3 West 35th Street, 3rd Floor	City: New York	Address: Various	City: Wheaton
State: NY	Zip: 10001	State: IL	Zip: 60187
Phone: 312-263-8400	Fax:	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 11, 2023	Contract End Date (PO25): Dec 15, 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		Engineering Services	FY23	6000	1220	54010	2300300	152,130.00	152,130.00
2	1	LO		Engineering Services	FY24	6000	1220	54010	2300300	152,129.00	152,129.00
3	1	LO		Engineering Services	FY25	6000	1220	54010	2300300	1.00	1.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 304,260.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide Professional Engineering Services for the 479 & 509 Parking Decks.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Katie Boffa & Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 4/4/23 CB: 4/11/23 Project #23-00300
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 DU PAGE, ILLINOIS  
AND DESMAN, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR STRUCTURAL REPAIRS AT THE 479 AND 509 PARKING GARAGES  
ON COUNTY CAMPUS  
FOR FACILITIES MANAGEMENT

This Professional Service Agreement (“AGREEMENT”), is made this 11th day of April, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Desman, Inc., licensed to do business in the State of Illinois, with offices at 3 West 25<sup>th</sup> Street, 3<sup>rd</sup> Floor, New York, NY 10001 (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires professional engineering services for the structural repairs to the 479 and 509 Parking Garages located on the DuPage County Campus; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the the business of providing such professional architectural and engineering services and is willing to perform the required services for an amount not to exceed three hundred four thousand, two hundred sixty and 00/100 dollars (\$304,260.00); and

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

WHEREAS, the Deputy Director of Facilities Management has reviewed and recommended approval of the AGREEMENT at the specified amount.

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

**1.0 INCORPORATION AND CONSTRUCTION.**

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

## **2.0 SCOPE OF SERVICES.**

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.
- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

## **3.0 NOTICE TO PROCEED.**

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Deputy Director of the Facilities Management Department, (hereinafter referred to as the "DEPUTY DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

- 3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DEPUTY DIRECTOR, or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

#### **4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.**

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

#### **5.0 TIME FOR PERFORMANCE**

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

- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All services required hereunder shall be completed by December 15, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES.**

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

## **7.0 COMPENSATION.**

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed three hundred four thousand, two hundred sixty and 00/100 dollars (\$304,260.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.3 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT may periodically invoice the COUNTY for partial fee payments as work progresses. The

CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the percentage of the work satisfactorily completed for each particular work item or assignment. Partial fee payments shall be proportionate to the *percentage* of work satisfactorily completed during each invoice period.

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

**7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant's vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.**

**7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.**

- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.**

- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure**

CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

## **8.0 CONSULTANT'S INSURANCE**

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
  - 8.1.a **Worker's Compensation Insurance** in the statutory amounts.



- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Facilities Management its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to

immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least 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 that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.

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

## **9.0 INDEMNIFICATION**

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including 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 directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and its vendors',

standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

## **11.0 BREACH OF CONTRACT**

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

## **12.0 OWNERSHIP OF DOCUMENTS.**

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

### **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.**

- 13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The

CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

#### **14.0 MODIFICATION OR AMENDMENT.**

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

#### **15.0 TERM OF THIS AGREEMENT.**

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on December 15, 2025, or to a new date agreed upon by the parties.
  - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 15, 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, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

## **16.0 TERMINATION**

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.
- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

## **17.0 ENTIRE AGREEMENT.**

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

- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions 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, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

## **21.0 NOTICES.**

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

Desman, Inc.  
20 N. Clark Street, 4<sup>th</sup> Floor  
Chicago, IL 60602  
ATTN: Jeff Henriksen, R.A., NCARB

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

DuPage County State's Attorney's Office  
503 N. County Farm Road  
Wheaton, IL 60187  
ATTN: Civil Bureau

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business

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

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

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

## **23.0 FORCE MAJEURE.**

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

## **24.0 QUALIFICATIONS**

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

to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

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

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

COUNTY OF DUPAGE

DESMAN, INC.

BY: \_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

BY Signature on file \_\_\_\_\_  
JEFF HENRIKSEN, R.A., NCARB  
SENIOR VICE PRESIDENT

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
JEAN KACZMAREK,  
COUNTY CLERK

B Signature on file \_\_\_\_\_  
NAME: KYLE KLEPITCH  
TITLE: SENIOR ASSOCIATE

## PHASE I – CONSTRUCTION DOCUMENTS PROFESSIONAL SERVICES

Based on our current understanding the construction approach for the project will include a single bid package for bids from prequalified contractors. The contractor would plan to construct the project in about 18 months over two to three construction seasons. Our design team will include the specific criteria to meet County requirements, priorities, schedule, and budget.

The design of rehabilitation construction documents includes two parts: schematic design and final design professional services.

### Schematic Design Services

- A. In the schematic Design services DESMAN's team will evaluate the existing conditions and estimate the repair quantities required for the rehabilitation. This process includes a condition assessment for each parking facility and provides DESMAN the opportunity to update the recommended budgets prior to the commencement of Design Services. This task includes a meeting to review any changes to the recommended scope of work with DuPage County. DESMAN will help DuPage County evaluate and understand the required architectural, structural, and MEPFP repairs, maintenance, and options or alternatives for protective membranes, sealers, capital improvements or other enhancements to extend the useful life between planned cycles for maintenance and repairs. The schematic design deliverables, along with the evaluation and review comments from the County, provide the basis for the final design.
- B. Planning the project will also include selection of engineering testing and materials testing if needed to select and optimize the repair and preventive maintenance alternatives. Based on the completed work in 2020, minimal, if any, additional structural testing is expected. The MEP systems that have deterioration below expansion joint leaks or in locations obscured from view or underground may require selective investigation, remote camera investigation, tracing and testing. An allowance has been included for this investigative work and during the condition assessments, we will notify DuPage County if additional testing or investigations are recommended.
- C. We note that DESMAN also completed an initial limited assessment for these two garages, and completed priority repairs in 2020 and a more detailed follow-up assessment in 2022. Additionally, DESMAN designed and administered priority repairs to both garages in 2021 and 2022. These previous services allowed our structural and architectural team to complete research of the existing documents, history of the two structures, existing conditions, issues, inherent properties and characteristics of materials, history of repairs and maintenance, and expected service life for the existing elements in the facilities. Since the DESMAN architectural and structural staff completed these previous services the DESMAN team will focus on the specific results required for the Rehabilitation Construction Documents.

### Final Design - Construction Documents Services

- A. The DESMAN Team will develop CD level design documents including drawings and specifications. The drawings include plans, sections, details, corrosion protection systems, and capital improvements for the recommended repairs and specifications. The documents will be based on a "unit price" format based on estimated quantities for each work item.
- B. The documents also include the specifications including the bid form and technical requirements in division 0, general requirements in division 1, and technical specifications
- C. The documents also include performance requirements for the contractor to include phasing, traffic control, schedule requirements, and parking space impacts related to this construction project.

- D. The deliverables will also include an update to the engineer's estimated opinion of probable construction cost. At this stage of the project the estimated cost will include estimated quantities and unit prices and the lump sum amounts for the key items of work.
- E. The DESMAN team will meet with DuPage County staff at design progress meetings and as requested by DuPage County to address specific goals for the design and rehabilitation project. General progress updates will be provided on a regular basis with the specific frequency to be determined prior to the start of the design phase. Specific DuPage County decisions regarding options, alternatives, and coordination requirements for repairs and capital improvements with the various users of the garages will be presented in recommendations to DuPage County. We will generally allow two weeks' time for DuPage County review and plan a review meeting to finalize the design.
- F. DESMAN will be performing both an in-house quality control review.

## **BIDDING PHASE PROFESSIONAL SERVICES**

- A. Provide a list of qualified contractors as prospective bidders.
- B. Attend a Pre-Bid Meeting.
- C. Answer contractor Questions and issue clarifications or Addenda.
- D. Review bids and make a recommendation for the award of the contract.

## **CONSTRUCTION PHASE PROFESSIONAL SERVICES**

### **Contract Administration & Construction Observation**

- A. Review contractor questions pertaining to the design intent which would typically include questions during site visits or Requests for Information ('RFI's'). Respond to the questions with field orders or architects' supplemental instructions to complete the work without change to the general scope, time, and contract amount. If conditions are discovered that require a change, a request for proposal will be issued and DESMAN will process the technical requirements for a change order.
- B. Conduct periodic job-site visits to observe the Contractor's work during stages of the repair work. On the basis of the job-site observations, DESMAN will keep the Owner reasonably informed of the progress and quality of the work. Desman will report known deviations from the contract documents. Periodic job-site visits will also include visits as requested by the Contractor or Client.
  - 1. The DESMAN Fee includes site visits for a normal construction schedule of 18 months with work pausing during winter months to prevent need for winter conditions.
  - 2. Coordination meetings on site for coordination with the contractor and owner. The scope included is a monthly coordination meeting with the coordination meeting coinciding with a scheduled site visit. Additional coordination meetings are available as conference calls or as additional services.
  - 3. The site visits include on-site time to review repairs, repair quantities, quality and progress of the completed work at the time of the job-site visit. They also include the in-office time to prepare and submit a field report (supplemented by telecommunications) to the Owner and Contractor.
    - a. DESMAN will schedule a site visit to review with contractor areas identified for repairs, mark repair areas, review, and verify quantities of work for contractor completion. DESMAN will schedule a site visit prior to selective concrete pours, review and measure quantities for payment, and review structural details, applications, and details. DESMAN will schedule a site visit for selective concrete pours.

- b. DESMAN will review the site conditions and work with the contractor in marking areas for repairs. DESMAN engineers make the final determination on repair areas, types of repairs, and extent of repair before the contractor starts the work. DESMAN will also conduct engineering examinations and assessments at key conditions such as: structural double tee connectors, double bearings at expansion joint opening, and other misc. evaluations or assessments at contractor excavations and repair areas identified within the contractor scope of repairs.
- c. Additional job-site visits, if so requested and authorized by the Owner, will be provided as described in the following fee proposal.
- C. DESMAN will review and certify AIA Contractor Applications for Payment
- D. During the construction, DESMAN will update the design drawings to reflect clarifications or changes in the work. The DESMAN updated design drawings will be issued to the Owner at the completion of the construction as a record set of design documents.
- E. DESMAN will process the design required project closeout documents and assist the Owner with review of the contractor's closeout submittals as related to the design requirements.
- F. Conduct an on-site, punch-list review of the work upon notification from the contractors and receipt of the contractors list of uncompleted work. Once the contractor confirms completion of the punch-list work, DESMAN will conduct a final on-site review of the construction areas.
- G. Provide digital copy of the design record drawings including RFI response's, clarifications, change orders, or other directives issued by the Desman team during the Construction Phase.

## EXCLUSIONS TO THE SCOPE OF SERVICES

Services **excluded** from DESMAN's SCOPE OF SERVICES as outlined above are as follows:

- A. Observation, assessment, reporting and any responsibility regarding the discovery, presence, handling, removal and disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, lead, polychlorinated biphenyl (PCB) or other toxic substance.
- B. Material testing during the assessment phase.
- C. Material testing during the construction phase is not included. This service is typically the responsibility of the selected contractor.
- D. Charges for reproduction and printing of construction documents for bidding and permitting;
- E. Elevator assessment, maintenance and repair.
- F. Permit Fees of any kind;
- G. Preparation of Public Filings or Permits;

## PROJECT DELIVERABLES

### Construction Document Phase Deliverables

- A. CD level design documents including drawings and specifications. The drawings include plans, sections, details, corrosion protection systems, and capital improvements for the recommended repairs and specifications. The documents will be based on a "unit price" format based on estimated quantities for each work item.
- B. The documents also include the specifications including the bid form and technical requirements in division 0, general requirements in division 1, and technical specifications. Front end documents to be provided by DuPage County.
- C. The documents also include performance requirements for the contractor to include phasing, traffic control, schedule requirements, and parking space impacts related to this construction project.
- D. An update to the engineer's estimated opinion of probable construction cost. At this stage of the project the estimated cost will include estimated quantities and unit prices and the lump sum amounts for the key items of work.

### Bidding Phase Deliverables

- A. List of qualified contractors as prospective bidders.
- B. Project required addendums and preconstruction meeting minutes.
- C. Recommendation for the award of the contract.

### Construction Phase Deliverables

- A. Project site visit reports.
- B. Minutes of project progress meetings.
- C. Provide digital copy of the design record drawings including RFI response's, clarifications, change orders, or other directives issued by the Desman team during the Construction Phase.



### SCHEDULE OF FEES

The following hourly rates shall apply to DESMAN's services for the DuPage County Parking Garage Rehabilitation and Asset Management Program:

#### HOURLY RATES

Principal.....	\$230/hour
Project QA/QC.....	\$230/hour
Project Manager/Restoration Engineer .....	\$180/hour
Chief Structural Engineer .....	\$180/hour
Project Engineer .....	\$155/hour
Restoration Architect .....	\$155/hour
Architect .....	\$155/hour
Technician .....	\$130/hour





# 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: 2/7/23

Bid/Contract/PO #: \_\_\_\_\_

Company Name: 312-263-8400	Company Contact: Jeff Henriksen
Contact Phone: 312-263-8400	Contact Email: jhenriksen@desman.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature      Signature on file  
 Printed Name      Jeff Henriksen  
 Title      Senior Vice President  
 Date      Feb 7, 2023

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

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**File #:** FM-P-0059-23

**Agenda Date:** 4/4/2023

**Agenda #:** 11.A.

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AWARDING RESOLUTION  
ISSUED TO G&W CANADA CORPORATION  
TO FURNISH AND DELIVER TWO (2) LINEAR PUFFER LOAD  
BREAK SWITCH GEARS, FOR THE JUDICIAL OFFICE FACILITY-ANNEX  
FOR FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$41,010.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to G&W Canada Corporation to furnish and deliver two (2) Linear Puffer Load Break Switch Gears for the Judicial Office Facility-Annex, for the period April 12, 2023 through April 11, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver two (2) Linear Puffer Load Break Switch Gears for the Judicial Office Facility-Annex, for the period April 12, 2023 through April 11, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, G&W Canada Corporation, 7965 Heritage Road, Brampton, Ontario, L6Y 5X5 Canada, for a total contract amount not to exceed \$41,010.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK



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

### SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1210	RFP, BID, QUOTE OR RENEWAL #: SoleSource	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$41,010.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$41,010.00
	CURRENT TERM TOTAL COST: \$41,010.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: G&W Canada Corporation	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Rob Quigley
VENDOR CONTACT: Chris Agnew	VENDOR CONTACT PHONE: 905-285-2219	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: robert.quigley@dupageco.org
VENDOR CONTACT EMAIL: cagnew@gwelec.ca	VENDOR WEBSITE:	DEPT REQ #:	
<b>Overview</b>			
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 G&W Canada Corporation for the purchase of two (2) Linear Puffer Load Break Switchegears for the Judicial Office Facility-Annex, for Facilities Management, for the period April 12, 2023 through April 11, 2024, for a contract total amount not to exceed \$41,010.00; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids – Sole Source.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The current Puffer load break switches serve as the main disconnect for electricity at the JOF-Annex building. They are over 20 years old. They are both low on SF6 gas due to seal leaks. They need to be replaced in order to provide a disconnect means to the building in the event of an emergency. These switches are the only way for the fire department to cut power to the building without having to enter the building in a fire scenario.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
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.  This switchgear product is designed, engineered, and built in factory located in Brampton, Ontario Facility.
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.  G&W Canada Corporation is the sole manufacture and does not use subcontractors to manufacture their switchgear.
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: G&W Canada Corporation	Vendor#:	Dept: Facilities Management	Division:
Attn: Craig Agnew	Email: cagnew.gwelec.ca	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 7965 Heritage Road	City: Brampton	Address: 421 N. County Farm Road	City: Wheaton
State: Ontario	Zip: L6Y 5X5 CANADA	State: IL	Zip: 60187
Phone: 905-542-2000	Fax: 905-455-3336	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: G&W Canada Corporation	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Rob Quigley	Email: robert.quigley@dupageco.org
Address: 7965 Heritage Road	City: Brampton	Address: 505 N. County Farm Road	City: Wheaton
State: Ontario	Zip: L6Y 5X5 CANADA	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-514-3732	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 2023	Contract End Date (PO25): Apr 11, 2024
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		Building Improvements	FY23	6000	1220	54010	2301147- 54010	41,009.00	41,009.00
2	1	LO		Building Improvements	FY24	6000	1220	54010	2301147- 54010	1.00	1.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 41,010.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver two (2) Linear Puffer Load Break Switch Gears for the Judicial Office Facility-Annex, 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: 04/04/23 County Board: 04/11/23 Job #23-01147
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

## QUOTATION

**To:** Mary Ventrella – DuPage County Facilities  
**Date:** March 9, 2023  
**Quote Reference:** SQ74461B  
**Validity:** 60 Days

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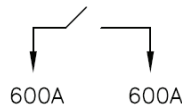
**Rev. A – Revalidate Pricing**

**Rev. B – Revalidate Pricing**

**Item: 1**

**Quantity: 2**

**G&W Catalog No. VG6-21/15//66:** 15.5kV, 95kV BIL. SF<sub>6</sub> Insulated, Dead-Front, Vault Style, Two Way (One Switched Way), Two Position (Open – Close) Linear Puffer Load Break Switch. **Similar to G&W Drawing# 801C012 but with a motor and portable controller.**



**Switch to include:**

- One (1) three-phase SF<sub>6</sub> two position (Open – Close) linear puffer switch.
- 600 Amp continuous and load break.
- A, B, C phase tags.
- 22.5kA asymmetrical momentary and three shot fault close.
- Six (6) 600A welded apparatus bushings per ANSI/IEEE 386; *All rubber goods for termination of cables by others.*
- Switch ratings per ANSI C37.71.

**Components:**

- Stainless steel switch tank painted ASA#70 light grey.
- Two (2) 2/0 AWG Ground lugs.
- One (1) motor operator.
- One (1) portable motor controller c/w 30' cable. The controller is powered by batteries but can run from 120VAC (cable provided) if the batteries are drained.
- Color coded pressure gauge.

**Net Price Each: US\$20,505.00**

G&W Canada Corporation  
7965 Heritage Road  
Brampton, Ontario

L6Y 5X5 Canada

Extended: US\$41,010.00

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## Commercial Terms and Conditions

**Freight:** Prepaid and Allowed

**Payment:** NET 30 Days OAC, to be approved by G&W Finance Department

**Lead Time\*:** 28-30 Weeks After Receipt of Approvals. Motor and/or controller may extend lead time. Delivery will be confirmed after drawings have been approved and parts procured by Supply Chain. Allow 3-4 weeks for Approval Drawings. Consult factory for accurate lead times prior to order.

**\* Lead time is subject to change at the time of order receipt due to dynamic component lead time and factory loading conditions.**

***Warranty and all other terms and conditions are as per SM-F-1 Rev.8, attached.***

Order to be placed with:

G&W Canada  
7965 Heritage Road  
Brampton, Ontario  
L6Y 5X5

Sincerely,

Craig Agnew  
[cagnew@gwelec.ca](mailto:cagnew@gwelec.ca)  
(905)285-2219

cc Johnny Madden – Midwest Electrical Solutions  
Stacy Cook – G&W Electric (C)



March 13, 2023

To Whom it May Concern,

Please be advised that G&W switchgear catalog number VG6-21/15//66 is solely manufactured by G&W Canada. We do not use subcontractors to manufacture our switchgear. This product is designed, engineered, and built in our Brampton, Ontario facility.

Feel free to contact me should you have any questions.

Sincerely,

**Signature on File**

✓ ✓  
Craig Agnew  
[cagnew@gwelec.ca](mailto:cagnew@gwelec.ca)

(905) 285-2219  
Senior Applications Specialist  
G&W Canada





## 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: March 9, 2023

Bid/Contract/PO #:

Company Name: G&W Canada	Company Contact: Craig Agnew
Contact Phone: (647)532-2495	Contact Email: cagnew@gwelec.ca

### 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 Craig Agnew

Title Senior Applications Specialist

Date March 9, 2023

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