



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

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

Tuesday, September 17, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [24-2489](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, September 3, 2024

6. CLAIMS REPORT

6.A. [24-2490](#)

Payment of Claims - Public Works and Facilities Management

7. CONSENT ITEMS

7.A. [24-2491](#)

FM – A&P Grease Trappers 6341-0001 SERV – This contract is decreasing in the amount of \$16,860 and closing due to contract expiring.

7.B. [24-2492](#)

FM – Ashland Lock Company 6533-0001 SERV – This contract is decreasing in the amount of \$19,797.46 and closing due to contract expiring.

7.C. [24-2493](#)

FM – The Standard Companies 6504-0001 SERV – This contract is decreasing in the amount of \$19,652.05 and closing due to contract expiring.

7.D. [24-2494](#)

FM – Groot, Inc. 5827-0001 SERV – This contract is decreasing in the amount of \$37,808.47 and closing due to contract expiring.

7.E. [24-2495](#)

FM – Hobart/ITW Food Equipment Group 6374-0001 SERV – This contract is decreasing in the amount of \$14,563.53 and closing due to contract expiring.

7.F. [24-2496](#)

FM – Red Wing Brands of America 6290-0001 SERV – This contract is decreasing in the amount of \$20,746.66 and closing due to contract expiring.

8. LEASES8.A. [FM-R-0004-24](#)

Recommendation for the approval of an Agreement between the County of DuPage, Illinois and the Administrative Office of the Illinois Courts, for lease of space at the Henry J. Hyde Judicial Office Facility, for the Mandatory Arbitration Center for the 18th Judicial Circuit, for Facilities Management, for the four-year period of December 1, 2024 through November 30, 2028. The total rental fee to be collected over the term of the lease shall be \$201,528.60.

8.B. [FM-R-0005-24](#)

Intergovernmental Agreement between the County of DuPage and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Veterans' Affairs for Lease of Space at the Jack T. Knuepfer Administration Building, for Facilities Management, for the four-year period of December 1, 2024 through November 30, 2028, for an annual amount not to exceed \$1.00. Total rental fee to be collected over the term of the lease is \$4.00.

9. OLD BUSINESS**10. NEW BUSINESS****11. ADJOURNMENT**



Minutes

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

File #: 24-2489

Agenda Date: 9/17/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, September 3, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

Other Board Members Present: Member Michael Childress, Member Patty Gustin, Member Lucy Chang Evans, Member Elizabeth Chaplin, Member Brian Krajewski, Member Sheila Rutledge

Member Patty Gustin arrived at 9:01 am due to attending another committee meeting.

Member Lucy Chang Evans arrived at 9:01 am due to attending another committee meeting.

Member Elizabeth Chaplin arrived at 9:13 am due to attending another committee meeting.

Member Brian Krajewski arrived at 9:16 am due to attending another committee meeting.

Member Sheila Rutledge arrived at 9:17 am due to attending another committee meeting.

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

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2360](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, August 20, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

6. CLAIMS REPORT

6.A. [24-2361](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7. CONSENT ITEMS

Motion to Combine Items

Member Garcia moved and Member DeSart seconded a motion to combine items 7.A. through 7.I. The motion was approved on voice vote, all "ayes".

7.A. [24-2362](#)

FM – Builders Chicago Corporation 5471-0001 SERV – This contract is decreasing in the amount of \$62,023.97 and closing due to contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.B. [24-2363](#)

FM – Evoqua Water Technologies LLC 4878-0001 SERV – This contract is decreasing in the amount of \$10,302.79 and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.C. [24-2364](#)

FM – Fox Valley Fire & Safety 5984-0001 SERV – This contract is decreasing in the amount of \$75,879.31 and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.D. [24-2365](#)

FM – WW Grainger, Inc. 6195-0001 SERV – This contract is decreasing in the amount of \$42,094.70 and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.E. [24-2366](#)

FM – Royal Pipe & Supply Company 6284-0001 SERV – This contract is decreasing in the amount of \$73,065.83 and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.F. [24-2367](#)

FM – Weatherproofing Technologies, Inc. 4639-0001 SERV – This contract is decreasing in the amount of \$15,442.22 and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.G. [24-2368](#)

PW - Alfa Laval, Inc. #4653-0001 SERV - This contract is decreasing in the amount of \$80,000 and closing due to an incorrect vendor number on the purchase order.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.H. [24-2369](#)

PW - Standard Equipment Company, #4355-0001 SERV - This contract is decreasing in the amount of \$34,416.37 and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7.I. [24-2370](#)

PW - SAVECO North America, Inc., #6936-0001 SERV - Extend contract to June 30, 2025 due to manufacturing delays correlated to electrical components in the Septage Receiving Station, with no change in the contract total.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

8. JOINT PURCHASING AGREEMENT**8.A. [PW-P-0021-24](#)**

Recommendation for the approval of a contract purchase order to Insituform Technologies USA, Inc., to rehabilitate water and sewer lines in various locations across DuPage County Public Works and the County Complex, for Public Works, for the period of September 10, 2024 to November 30, 2024, for a total contract amount not to exceed \$647,198. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Contract 23-065-PW).

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

8.B. [PW-P-0022-24](#)

Recommendation for the approval of a contract purchase order to Hoerr Construction, for rehabilitation of manholes throughout the sewer and water system in DuPage County, for Public Works, for the period of September 10, 2024 to June 30, 2025, for a total contract amount not to exceed \$139,671. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Contract 23-065-PW).

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

9. BID RENEWAL**9.A. [PW-P-0023-24](#)**

Recommendation for the approval of a contract to Polydyne, Inc., to deliver polymer for both the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities, for Public Works, for the period of November 1, 2024 to October 31, 2025, for a total contract amount not to exceed \$350,000; per bid #23-063-PW, first of three one-year options to renew.

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

10. CONTRACT INCREASE**10.A. [PW-CO-0006-24](#)**

Amendment to County Contract #6635-0001 SERV issued to Polydyne Inc., to supply polymer for both the Woodridge Greene Valley and Knollwood Wastewater Treatment Plants, for Public Works, for a change order to increase the contract in the amount of \$90,000, taking the original contract amount of \$248,811.76 and resulting in an amended contract amount not to exceed \$338,811.76, an increase of 36.17%.

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

11. ACTION ITEMS**11.A. [FI-R-0151-24](#)**

Acceptance of the York Township Drinking Water Expansion Project Grant, Agreement No.00E03836, Company 2000 - Accounting Unit 2640, in the amount of \$300,000, with a required cost share of an additional \$75,000. (Public Works)

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

12. OLD BUSINESS**12.A. Heritage Gallery Update**

Facilities Management Project Supervisor Geoff Matteson discussed the meeting that occurred with select Committee Members about the Heritage Gallery, as well as the central theme of the proposed space. Mr. Matteson also discussed the future timeline of the project and deliverables. Discussions followed about the history of DuPage. Member Jim Zay discussed getting additional committee members involved for ideas and concepts.

Mr. Matteson answered any additional questions.

13. NEW BUSINESS

Chair Garcia let the committee know about the new meeting spaces that were completed.

14. ADJOURNMENT

With no further business, the meeting was adjourned.



Payment of Claims

421 N. COUNTY FARM
ROAD
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File #: 24-2490

Agenda Date: 9/17/2024

Agenda #: 6.A.

Facilities Management Department

Schedule of Purchases Under \$15,000

September 17, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24046	Airgas USA, LLC	Rental Of Machinery & Equipment	1000	1100	53410	\$350.55
24235	DPC Division of Transportation	Fuel & Lubricants and Repair & Maintenance Auto Equipment	1000	1100	52260 53380	\$8,318.43
24132	DPC Finance	Operating Supplies & Materials	1000	1100	52200	\$38.89
24209	Fox Valley Fire & Safety (FE)	Repair & Maintenance Other Equipment	1000	1100	53370	\$38.00
24051	Nicor Gas	Natural Gas	1000	1100	53200	\$44.18
24091	United States Postal Service	Postage & Postal Charges	1000	1100	53804	\$2.66
24370	Russo Power Equipment	Auto/Mach/Equip Parts	1000	1102	52250	\$59.98
24371	CDW Government	I.T. Equipment - Small Value	1000	1100	52100	\$657.15
24372	Underground Pipe & Valve Co.	Maintenance Supplies	1000	1100	52270	\$865.00
24373	Genuine Parts Co. (NAPA Auto Parts)	Auto/Mach/Equip Parts	1000	1102	52250	\$58.71
24374	Parts Town, LLC	Auto/Mach/Equip Parts	1000	1100	52250	\$620.95
24375	Endeavor Health / Edward Hospital	Medical Services	1000	1100	53070	\$2,790.00
24376	Johnson Controls, Inc.	Maintenance Supplies	1000	1100	52270	\$348.34
24377	Brucker Company (Mercury Partners 90 BI, Inc.)	Furn/Mach/Equip Small Value	1000	1100	52000	\$815.00
24378	Airgas USA, LLC	Rental Of Machinery & Equipment	1000	1100	53410	\$219.00
24379	Illinois Office of the State Fire Marshal	Repair & Maintenance Facilities	1000	1100	53300	\$70.00
24380	Landscape Material and Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$204.00
24381	MSC Industrial Supply Co.	Furn/Mach/Equip Small Value	1000	1100	52000	\$645.04
24382	Illinois Office of the State Fire Marshal	Repair & Maintenance Facilities	1000	1100	53300	\$70.00
24383	Hilti Inc.	Maintenance Supplies	1000	1100	52270	\$675.76

Facilities Management Department

Schedule of Other Payments

September 17, 2024

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6778-0001 SERV	Amazon.com LLC	Furn/Mach/Equip Small Value, Maintenance Supplies and Cleaning Supplies	1000	1100	52000 52270 52280	\$500.26
6533-0001 SERV	Ashland Lock & Security Solutions	Operating Supplies & Materials	1000	1100	52200	\$365.50
6086-0001 SERV	Brightly Software, Inc.	Subscription IT Arrangements	1000	1100	53807	\$26,237.22
7028-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$48.00
5423-0001 SERV	ComEd	Electricity	1000	1100	53210	\$1,041.22
6837-0001 SERV	Donohue & Associates, Inc.	Building Improvements	6000	1220	54010	\$1,635.00
FM24236-GR	DPC Division of Transportation	Fuel & Lubricants and Repair & Maintenance Auto Equipment	1000	1102	52260 53380	\$15,843.32
6462-0001 SERV	Earthwerks Land Improvement and Development Corporation, Inc.	Building Improvements	6000	1220	54010	\$91,100.64
6381-0001 SERV	Facility Gateway Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$1,833.86
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	1000	1100	53300	\$2,247.50
6816-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Auto/Mach/Equip Parts, Maintenance Supplies and Cleaning Supplies	1000	1100	52000 52200 52250 52270 52280	\$4,991.05
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	1000	1100	52270	\$1,633.05
7036-0001 SERV	Groot, Inc.	Custodial Services and Other Contractual Expenses	1000	1100 1102	53810 53830	\$4,859.36
6978-0001 SERV	Hammer Construction, LLC	Building Improvements	6000	1220	54010	\$191,486.02
7099-0001 SERV	HD Supply, Inc. DBA HD Supply Facilities Maintenance, LTD.	Cleaning Supplies	1000	1100	52280	\$46.70
5900-0001 SERV	Kone, Inc.	Repair & Maintenance Infrastructure	1000	1100	53310	\$27,928.71
5448-0001 SERV	Mansfield Power and Gas LLC	Natural Gas	1000	1100	53200	\$26,009.49
6352-0001 SERV	Metropolitan Industries, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$953.69
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$15,374.35
6191-0001 SERV	V3 Companies, Ltd.	Building Improvements	6000	1220	54010	\$2,606.76
6444-0001 SERV	V3 Companies, Ltd.	Building Improvements	6000	1220	54010	\$2,973.43
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$26,913.61

	Public Works		
	Schedule of Claims		
	9/17/2024		
Pay Vendor Name	Description	Check Date	Amount
A & W TRAILER	Repair	8/30/2024	\$134.97
ADVANCE AUTO PARTS	Auto parts	8/30/2024	\$150.34
AL WARREN OIL CO INC	Fuel	8/30/2024	\$22,251.72
ALTORFER INDUSTRIES INC	Filters	8/30/2024	\$686.54
AMAZON CAPITAL SERVICES	Battery charger	8/30/2024	\$631.67
ANDERSON PEST SOLUTIONS	Preventive services	8/30/2024	\$586.80
AT&T	Phone services	8/30/2024	\$1,346.57
ATLAS BOBCAT LLC	Cylinders	8/30/2024	\$1,653.77
COM ED	Electricity	8/30/2024	\$11,413.32
COMCAST	Internet	8/30/2024	\$248.85
EJ USA INC	4" adjusting metal rings	8/30/2024	\$2,572.10
ENVIRONMENTAL EXPRESS INC.	Lab supplies	8/30/2024	\$924.27
FAVIA INVESTMENTS LTD	Service	8/30/2024	\$51.20
FEDEX	Shipping	8/30/2024	\$167.74
GRAINGER INC	Valves, inserts	8/30/2024	\$1,067.47
HOME DEPOT CREDIT SERVICES	Supplies	8/30/2024	\$6,137.33
JOLIET ELECTRIC MOTORS, LLC	Pump	8/30/2024	\$2,421.00
MCCANN INDUSTRIES INC	Hose	8/30/2024	\$418.08
MIDLAND SCIENTIFIC INC	lab supplies	8/30/2024	\$278.56
NICOR GAS	Gas	8/30/2024	\$433.50
ROWELL CHEMICAL CORPORATION	Sodium hypochlorite	8/30/2024	\$5,514.89
TEKLAB, INC	Lab testing	8/30/2024	\$280.00
THE SHERWIN WILLIAMS CO	Paint	8/30/2024	\$109.98
TREMCO WEATHERPROOFING	Roof maintenance	8/30/2024	\$13,621.46
UNITED STATES POSTAL SERVICE	Postage charges	8/30/2024	\$45.81
USA BLUEBOOK	Reagents	8/30/2024	\$1,422.60
WASTEBOX INC	Dumpster	8/30/2024	\$320.00
WATER PRODUCTS-AURORA	Fittings	8/30/2024	\$1,208.39
WHITE CAP, L.P.	Coal slag	8/30/2024	\$208.90
ZORO TOOLS INC	Rubber neoprene strip	8/30/2024	\$587.97
ADVANCE AUTO PARTS	Auto parts	9/6/2024	\$1,340.40
AMAZON CAPITAL SERVICES	Ethernet adapter, splitter cable	9/6/2024	\$629.18
AT&T	Phone services	9/6/2024	\$431.17
AUTOZONE INC	A/C compressor	9/6/2024	\$1,232.19
CDW GOVERNMENT INC	Computer and camera	9/6/2024	\$2,087.53
COMCAST	Internet	9/6/2024	\$727.07
FOSTERS TEST LANE	Safety lane inspections	9/6/2024	\$437.00
GATES, DARYLE	Battery	9/6/2024	\$315.00
HAWKINS INC	Pretreat antiscalant	9/6/2024	\$2,905.11
HILLS CONCRETE CUTTING	Flush cut	9/6/2024	\$1,640.00
INDEPENDENT BEARING INC	Blower and motor bearings	9/6/2024	\$2,696.36
MCMASTER-CARR	Fittings	9/6/2024	\$729.81
NEENAH FOUNDRY COMPANY	Metal drop in riser rings	9/6/2024	\$5,110.00
SERVICE INDUSTRIAL SUPPLY INC	Hose	9/6/2024	\$183.00
STANDARD EQUIPMENT COMPANY	Repair	9/6/2024	\$3,458.00
TRUCKPRO CHICAGO	Brake chambers, air springs	9/6/2024	\$1,811.71

	Public Works		
	Schedule of Claims		
	9/17/2024		
Pay Vendor Name	Description	Check Date	Amount
UNIVAR USA INC	Sodium Bisulfite	9/6/2024	\$2,651.70
YOURMEMBERSHIP.COM, INC	Job posting	9/6/2024	\$264.00
ANSWER NATIONAL	Telemessaging	9/10/2024	\$298.44
ATLAS BOBCAT LLC	Hose	9/10/2024	\$84.96
CIT TRUCKS LLC	EGR Cooler Kit	9/10/2024	\$2,195.90
COLONY HARDWARE CORPORATION	Dewalt cut-off saw	9/10/2024	\$199.99
COMMERCIAL VEHICLE MAINTENANCE	Service	9/10/2024	\$2,217.00
CORE & MAIN LP	8" OMNI F2 chamber seal	9/10/2024	\$76.00
ELMHURST CHICAGO STONE CO	Concrete disposal	9/10/2024	\$40.00
GRAYBAR	Electrical supplies	9/10/2024	\$173.40
HARRINGTON INDUSTRIAL PLASTICS	Solvent cement	9/10/2024	\$630.76
INDUSTRIAL FILTER	Filter elements	9/10/2024	\$753.64
MENARDS	Rodder, drain bladder	9/10/2024	\$1,866.09
NAPCO STEEL INC.	Hot rolled bar angle	9/10/2024	\$305.00
PACE ANALYTICAL SERVICES INC	Fluoride	9/10/2024	\$67.50
PAYMENTUS CORP	Transaction fees	9/10/2024	\$540.85
PHYSICIANS RECORD CO	Move in/out forms	9/10/2024	\$372.60
SERVICE SPRING CO INC	Service	9/10/2024	\$2,420.52
STANDARD EQUIPMENT COMPANY	Hose	9/10/2024	\$151.68
UNITED LABORATORIES	Drain cleaner	9/10/2024	\$1,180.24
UNIVAR USA INC	Sodium Bisulfite	9/10/2024	\$4,149.90
WINDY CITY TRUCK REPAIR	Repair	9/10/2024	\$1,936.94
	Total		\$125,206.44



Change Order

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

File #: 24-2491

Agenda Date: 9/17/2024

Agenda #: 7.A.



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

Consent
PW 9/17
CB 9/24

Date: Aug 27, 2024

MinuteTraq (IQM2) ID #: 24-2373

Purchase Order #: 6341-0001 SERV	Original Purchase Order Date: Apr 14, 2023	Change Order #: 3	Department: Facilities Management
Vendor Name: A&P Grease Trappers Inc DBA Ability Septic, A&P Plumbing & Sewer, LLC	Vendor #: 12241	Dept Contact: Katie Boffa	
Background and/or Reason for Change Order Request:	Decrease line 1 675.00, line 2 \$2,250.00, line 4 \$8,960.00, line 5 \$1,350.00, line 6 \$3,625.00 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$82,950.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$82,950.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$16,860.00)
E	New contract amount (C + D)	\$66,090.00
F	Percent of current contract value this Change Order represents (D / C)	-20.33%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-20.33%
DECISION MEMO NOT REQUIRED		

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

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

KB	5695	Aug 27, 2024	x6800	8/28/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	9-6-2024
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 24-2492

Agenda Date: 9/17/2024

Agenda #: 7.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
PW 9/17
OB 9/24

Date: Aug 26, 2024

MinuteTraq (IQM2) ID #: 24-2374

Purchase Order #: 6533-0001 SERV	Original Purchase Order Date: Jul 19, 2023	Change Order #: 3	Department: Facilities Management
Vendor Name: Ashland Lock Company DBA Ashland Lock & Security Solutions	Vendor #: 30938	Dept Contact: Cathie Figlewski	
Background and/or Reason for Change Order Request:	Decrease line 1 \$6,321.00, line 2 \$1,000.00, line 3 \$11,476.46, line 4 \$1,000.00 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

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

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB	5695	Aug 26, 2024	x 6800	8/28/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 24-2493

Agenda Date: 9/17/2024

Agenda #: 7.C.

Consent
PW 9/1/17
CB 9/24



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 26, 2024

MinuteTraq (IQM2) ID #: 24-2375

Purchase Order #: 6504-1 SERV	Original Purchase Order Date: Jul 14, 2023	Change Order #: 2	Department: Facilities Management
Vendor Name: The Standard Companies		Vendor #: 37837	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Decrease line 1 \$1.00, line 2 \$19,651.05 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

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

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

INCREASE/DECREASE		
A	Starting contract value	\$40,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$40,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$19,652.05)
E	New contract amount (C + D)	\$20,348.95
F	Percent of current contract value this Change Order represents (D / C)	-49.13%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-49.13%

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only

☐ Change budget code from: _____ to: _____

☐ Increase/Decrease quantity from: _____ to: _____

☐ Price shows: _____ should be: _____

☒ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: _____ to: _____

☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____

☐ OTHER - explain below:

KB	5695	Aug 26, 2024	x6800	8/29/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 24-2494

Agenda Date: 9/17/2024

Agenda #: 7.D.

Consent
PW 9/17
CB 9/24



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 26, 2024

MinuteTraq (IQM2) ID #: 24-2376

Purchase Order #: 5827-0001 SERV	Original Purchase Order Date: Jun 1, 2022	Change Order #: 5	Department: Facilities Management
Vendor Name: Groot, Inc.		Vendor #: 27954	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Decrease line 1 \$35.00, line 3 \$5,341.74, line 4 \$1,050.00, line 9 \$15.00, line 10 \$1.21, line 11 \$9,349.66, line 12 \$1,400.00, line 17 \$70.00, line 18 \$3,519.80, line 19 \$15,276.06, line 20 \$1,750.00 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$245,187.79
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$245,187.79
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$37,808.47)
E	New contract amount (C + D)	\$207,379.32
F	Percent of current contract value this Change Order represents (D / C)	-15.42%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-15.42%
DECISION MEMO NOT REQUIRED		

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

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

KB	5695	Aug 26, 2024	x6800	9/28/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	9/6/2024
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 24-2495

Agenda Date: 9/17/2024

Agenda #: 7.E.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
PW 9/1/17
CB 9/1/24

Date: Aug 26, 2024

MinuteTraq (IQM2) ID #: 24-2377

Purchase Order #: 6374-0001 SERV	Original Purchase Order Date: Apr 20, 2023	Change Order #: 1	Department: Facilities Management
Vendor Name: Hobart/ITW Food Equip. Group		Vendor #: 19211	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Decrease line 1 \$12,186.52, line 2 \$2,377.01 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$25,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$25,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,563.53)
E	New contract amount (C + D)	\$10,436.47
F	Percent of current contract value this Change Order represents (D / C)	-58.25%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-58.25%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB	5695	Aug 26, 2024		*6800	8/28/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date		Procurement Officer	Date	
Chief Financial Officer	Date		Chairman's Office	Date	
(Decision Memos Over \$25,000)			(Decision Memos Over \$25,000)		



Change Order

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

File #: 24-2496

Agenda Date: 9/17/2024

Agenda #: 7.F.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 27, 2024

MinuteTraq (IQM2) ID #: 24-2378

Consent
PW 9/17
CB 9/24

Purchase Order #: 6290-0001 SERV	Original Purchase Order Date: Feb 23, 2023	Change Order #: 7	Department: Facilities Management
Vendor Name: Red Wing Brands of America Inc.		Vendor #: 10549	Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Decrease Line 1 \$611.26, line 2 \$10,754.56, line 4 \$3,000.00, line 5 \$700.00, line 6 \$4,000.00, line 7 \$1,280.84, line 8 \$400.00 and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$37,900.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$37,900.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$20,746.66)
E	New contract amount (C + D)	\$17,153.34
F	Percent of current contract value this Change Order represents (D / C)	-54.74%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-54.74%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

KB	5695	Aug 27, 2024	*6800	8/28/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Facilities Management Resolution

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

File #: FM-R-0004-24

Agenda Date: 9/17/2024

Agenda #: 8.A.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS
FOR LEASE OF SPACE AT THE
HENRY J. HYDE JUDICIAL OFFICE FACILITY

WHEREAS, the County of DuPage (“County”) operates and maintains a facility at the County’s seat of government in accord with the authority granted by the Illinois General Assembly at 55 ILCS 5/5-1001, et. seq., which facility is commonly known as The Henry J. Hyde Judicial Office Facility; and

WHEREAS, the State of Illinois, Mandatory Arbitration Center for the 18th Judicial Circuit, through its authorized agent, the Administrative Office of the Illinois Courts, desires to operate and maintain an office in Wheaton, Illinois at The Henry J. Hyde Judicial Office Facility; and

WHEREAS, the County has office space available at The Henry J. Hyde Judicial Office Facility for use by other government entities that support the Judicial process; and

WHEREAS, it is in the interest of the County of DuPage to enter into a lease agreement with the Administrative Office of the Illinois Courts for the operation of said office, and to lease the property described in and subject to terms and conditions of the attached lease (the “premises”); and

WHEREAS, the County Board has established a first-year annual rate of forty-eight thousand eight hundred ninety-five dollars and sixty-eight cents (\$48,895.68) for the premises, with the annual rental rate thereafter increased two percent (2%) per annum for each additional year of the lease term. The total rental fee to be collected over the term of the lease agreement shall be \$201,528.60; and

WHEREAS, the lease term shall be in effect for a four-year term, commencing December 1, 2024 and expiring November 30, 2028; and

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chair and the County Clerk be and they are hereby authorized and directed to execute on behalf of the County of DuPage the attached lease of office space for use by The State of Illinois, Mandatory Arbitration Center for the 18th Judicial Circuit.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS LEASE AGREEMENT FOR OFFICE SPACE

The Parties to this lease agreement are the Administrative Office of the Illinois Courts on behalf of the State of Illinois (collectively referred to as “Lessee” or “the State”) and DuPage County Board, DuPage County, Illinois (hereinafter referred to as “Lessor”). Lessor agrees to lease to Lessee the premises identified in Paragraph 2 of this lease agreement subject to the terms and conditions set forth herein. The Parties agree to the terms and conditions of this lease agreement and have caused this lease agreement to be executed by their duly authorized representatives. Lessor acknowledges that upon execution, the contents of this lease agreement, including any and all exhibits, are a matter of public record and will be made available for public inspection.

1. Address and Contact Information of Parties:

A. Lessee:

(1) Authorized agent:

Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, Illinois 62704-6488
Telephone (217) 558-4490

(2) Judicial Branch Tenant:

Alternative Dispute Resolution Center:

18th Circuit Alternative Dispute Resolution Center
505 N. County Farm Road, Room 354
Wheaton, IL 60187
(630) 407-2870

B. Lessor:

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

C. Lessor's managing agent:

County of DuPage
Deputy Director—Facilities Management
421 N. County Farm Road
Wheaton, IL 60187

2. Description of Premises:

- A. Lessor leases to Lessee the premises on the third floor of the building located at 505 N. County Farm Road, in the city of Wheaton, in the county of DuPage, in the State of Illinois as shown on the blueprint or diagram attached to this lease agreement as Exhibit A and, if applicable, further described as follows:
The 18th Circuit Alternative Dispute Resolution Center, located on the third floor of the Henry J. Hyde Judicial Office Facility.
- B. The total square footage of the building is 360,000.
- C. The total rentable square footage of Lessee's leased premises is 2,529.

3. Term, Termination, and Option to Renew:

A. Term:

The term of the lease will be for four (4) year(s), from December 1, 2024 to November 30, 2028.

B. Termination:

Either party shall have the option to terminate this lease by giving ninety (90) days' written notice to the other party of its intention to exercise this option.

C. Option to Renew:

Lessee shall have the right to renew the lease for a further term of four (4) years or any portion of such period upon the same terms and conditions, rent to be negotiated, provided Lessee shall give ninety (90) days' notice to Lessor of its intention to exercise such option.

4. Rent and Payments:

A. Rental for periods less than one full month shall be prorated on a daily basis. Payments are to be sent to:

County of DuPage
421 County Farm Road
Wheaton, IL 60187

B. Lessee shall pay gross rent according to the following schedule:

Date From	Date Through		Monthly Rent		Annual Rent
December 1, 2024	November 30, 2025	\$	4,074.64	\$	48,895.68
December 1, 2025	November 30, 2026	\$	4,156.13	\$	49,873.56
December 1, 2026	November 30, 2027	\$	4,239.25	\$	50,871.00
December 1, 2027	November 30, 2028	\$	4,324.03	\$	51,888.36

C. Lessor acknowledges the payments owed by Lessee pursuant to this lease agreement will be made in accordance with current financial practices of the State of Illinois. Lessor acknowledges that payments shall be paid by the State of Illinois Comptroller through disbursements from state appropriated funds and that such payments are contingent upon this lease agreement being accepted by the State Comptroller. Delays in payment related to this acceptance process shall not be considered late for any purpose nor shall they constitute a breach of this agreement.

D. Lessor acknowledges that payments at the beginning of the State's fiscal year (July and August payments) are sometimes delayed due to the appropriation process. Such delayed payments shall not be considered late for any purpose, nor shall they constitute a breach of this agreement.

E. Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*

F. If the judicial branch tenant is funded by sources other than appropriations from the General Assembly, Lessor may only look to the tenant for payment of rent or other charges. Lessee is not responsible for payment unless the judicial branch tenant is funded by appropriations from the General Assembly.

5. FISCAL FUNDING AND APPROPRIATIONS. Payment obligations of the State under this agreement shall cease immediately or be delayed, if the State of Illinois Legislative and/or State of Illinois Executive Branch fails to appropriate or otherwise make available funds for this agreement within any fiscal year in which payment might be due. Delayed payments made under these circumstances shall not be considered late for any purpose nor shall they constitute a breach of this agreement. Lessee will use its best efforts to obtain sufficient appropriations to cover this agreement.

6. Use of Demised Premises: 18th Circuit Alternative Dispute Resolution Center, or any tenant assigned pursuant to the terms of this agreement.

7. Improvements: None

8. Care and Maintenance: Lessee accepts the demised premises as presently constituted except for noncompliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of any improvements required to be made by Lessor elsewhere in this lease. All repairs and maintenance related to any of the obligations of the Lessor per the terms of this lease or by law shall be completed in a timely manner.

A. Lessor at Lessor's sole cost shall provide, maintain, and repair the following:

1. All commercial grade fixtures, equipment and power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
2. All commercial grade fixtures, outlets, bulbs, ballasts, and equipment as required to supply sufficient electricity and lighting to the leased premises.
3. All commercial grade fixtures and equipment as required to provide sufficient gas to the leased premises.
4. Adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
5. Adequate fixtures for lighting, including but not limited to the provision and replacement of all light bulbs in permanent fixtures within the leased premises.
6. Hot and cold potable running water and adequate plumbing for the leased premises.
7. Sewer system for the leased premises.
8. All carpeting throughout the leased premises. All worn, frayed, or torn carpeting will be replaced by the Lessor, as necessary, throughout the term of the lease. All carpet that has reached the end of its useful life or is more than fifteen years old, shall be replaced by the Lessor unless waived in full or in part by the Lessee. Such waiver may be revoked by Lessee at any time. If the carpet is replaced, cleaned or repaired at any time during the term of the lease, the moving of the Lessee's furniture and equipment, excluding computers and related equipment, shall be the responsibility of the Lessor.
9. Integrated pest management services and/or extermination services to ensure property and leased premises are pest and rodent free.
10. Elevator maintenance for leased premises in buildings with elevators. Elevator service shall be provided twenty-four (24) hours/day, seven (7) days/week, including holidays and the period during which Lessee moves into and out of the premises.
11. Snow and ice removal from sidewalks and parking area adjacent to the premises.
12. Maintenance of and service to all Common Areas and exterior of the property, which shall include but is not limited to maintenance of lawn, and shrubs, landscaping, cleaning, trash disposal, HVAC, electrical current, gas lines, plumbing and light repairs and replacement.
13. Parking for vehicles. General maintenance of parking lot.
Address of parking lot: 505 N. County Farm Road, Wheaton, IL 60187.
14. Surface mounted raceways or wall cavity conduit which allows Lessee to install computer and telecommunications wiring in leased premises.
15. All general maintenance and repairs not caused by Lessee's negligence.
16. Operation, maintenance, and monitoring of life safety systems including but not limited to fire alarms, fire extinguishers and carbon monoxide detectors.
17. Maintenance and repair of the roof, the foundation, all structural systems and components of the building, all mechanical, electrical, and plumbing systems, components, and fixtures and all connections to the building for provision of utilities.
18. All insurance required by this agreement. See paragraph 17.
19. Signage and identification in accordance with Lessee's requirements.

B. Lessor is responsible for providing and paying all costs for the following for the Leased Premises :

- ☒ Real Estate Taxes
- ☒ Electricity service
- ☒ Gas service
- ☒ Sewer service
- ☒ Water service
- ☒ Janitorial services
- ☒ Trash/Scavenger Services
- ☒ Internet Service
- ☒ Phone Service
- ☐ Carpet cleaning after [Click or tap here to enter text.](#) months

- ☐ Painting after _____ months
- ☐ Other (list below)

- C. Should Lessee and its officers, employees, agents and/or invitees cause damages beyond normal wear and tear to the premises, its fixtures and/or equipment, Lessee shall, at its own expense, repair, remedy or replace said damaged premises, fixtures, and/or equipment, upon demand of Lessor.
9. **Holdover:** If, after the expiration of the lease, Lessee shall retain possession of the premises, the lease shall continue in full force and effect on the same terms and conditions except the lease shall be on a month-to-month basis until terminated, but in no case may the lease continue on a month-to-month or other holdover basis for a total of more than six (6) months. Rent shall be paid monthly on a prorated basis at the rate paid during the last expired lease term.
10. **Accessibility:** Lessor acknowledges that the leased premises is in compliance with all applicable accessibility laws. Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered improved, or newly constructed to conform to the applicable technical standard described in the Code. Lessor further acknowledges sole responsibility for the obligations of an owner under the Americans with Disabilities Act of 1990 and all relevant regulations promulgated thereunder for the building including but not limited to the exterior of the building, the leased premises and all common areas.
11. **Prevailing Wage:** All Tenant improvement work completed on behalf of or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor in the Prevailing Wage Act. Lessor is responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*
12. **Quiet Enjoyment:** Lessor and/or parties signing on behalf of Lessor covenant and certify that they have full right and power to execute and perform this lease and to commit to all described covenants. Authority and eligibility for corporations, partnerships and trusts is shown on the attached Real Estate Lease Form Disclosure Statement. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default or foreclosure will not affect the lease.
13. **Occupancy and Surrender:** Lessee will be entitled to occupancy on the date of commencement of the term. Lessor shall obtain, at Lessor's sole cost and expense, any permit, license, certificate, or other authorization required for the lawful and proper use and occupancy by Lessee or any other party of all or any part of the Premises and shall exhibit the same to Lessee upon Lessee's request. If for any reason occupancy is delayed, Lessee will not be liable for rent until Lessee has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given, then Lessee at its own option may terminate this lease.
- Lessee may make improvements, additions, installations, decorations, and changes ("Alterations") of a non-structural nature to the Premises without Lessor's prior written approval. Non-structural Alterations means any Alterations which do not affect any of the major Building systems or structural components. Lessee may make any other alterations to the Premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.
- Lessee will return the premises in the same condition as existed on the first day of the term, with the exception of reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control; and improvements permitted or required. No property of Lessee may be retained by Lessor for any reason unless agreed to in writing upon termination. Lessee may remove all state-owned or paid-for equipment, fixtures and improvements.
14. **Assignment:** Lessee may substitute judicial branch tenants only upon 90 days prior written notice to Lessor. Such substitute tenant shall have right to occupancy and use of lease premises.
15. **Condemnation:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable, Lessee may terminate the lease by giving written notice. Lessee will be entitled to damages for any unamortized improvement costs paid for directly or indirectly by Lessee.
16. **Untenantability:** If any portion of the property, building, land, leased premises or common area are damaged by fire, casualty, or any other cause, the damage shall be promptly repaired by and at the sole cost and expense of Lessor. Until such repairs and restoration are completed, the rent shall be abated in proportion to the time period that the leased premises are unusable, unsuitable or inaccessible for Lessee to fully conduct its business.

If the leased premises become untenable because of fire, casualty or any other cause, Lessee may declare the lease terminated

and may vacate. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.

- 17. Insurance:** Lessee understands that Lessor shall not insure Lessee's equipment or office furnishings. In the event of damage or other casualties to the premises and improvements thereto attributable to Lessor, Lessor is self-insuring. A copy of Lessor's self-insurance policy or certificate will be provided upon request.

Lessee is self-insuring. A copy of Lessee's self-insurance policy or certificate will be provided on request.

- 18. Breach:** Failure of either party to comply with the terms of this lease, including but not limited to the failure to complete improvements in accordance with the terms of this lease or failure to make or complete in a reasonable time necessary repairs, is a breach of this lease. In the event of a breach by either party, the non-breaching party shall have the option of curing the breach and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the lease. If the lease is terminated, Lessee may remain in possession, making payment at the current monthly rate until suitable substitute premises are available. Rental periods of less than one full month shall be prorated on a daily basis.

- 19. Force Majeure:** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, or explosion.

- 20. Covenants Binding:** All covenants and representations made in this lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified, or additional requirements established without the express written approval of the Administrative Office of the Illinois Courts.

- 21. Examination of Records:** Lessor agrees to allow Lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease. Lessor shall maintain, for a minimum of 5 years after the completion of the lease, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the lease; the lease and all books, records, and supporting documents related to the lease shall be available for review and audit by the Auditor General of the State of Illinois and other State entities as required by law; and Lessor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- 22. Signature:** Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals.

- 23. Notices:** Notices to Lessor shall be sent to the addresses shown on page one of this lease. Notices to Lessee shall be sent to the tenant's address indicated on page one of this lease and to the Administrative Office of the Illinois Courts at 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

- 24. Governing Law and Jurisdiction:** This lease is governed by the laws of the State of Illinois and will be interpreted in accordance with Illinois law. Jurisdiction shall be in the State of Illinois Court of Claims as to any legal action or proceeding filed by Lessor for litigation of rights or claims against the Lessee.

- 25. Non-discrimination:** Lessor and its employees and subcontractors agree not to commit unlawful discrimination and/or sexual harassment and agree to comply with any and all statutes and rules related to the same including but not limited to applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, and the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Environmental Barriers Act, the Illinois Public Works Employment Discrimination Act and rules applicable to each.

- 26. Authority to Execute:** Parties signing this lease on behalf of Lessor certify that they have authority to execute this lease and to commit to all described covenants.

- 27. Ownership:** Lessor covenants and warrants that record title to the demised premises is held by Lessor or that Lessor has lawful authority and the requisite site control to enter into this lease agreement by virtue of other contractual agreements with the record title owner or subsequent transferee, assigns or successors in interest (i.e., Lessee, Sublessee, Contract Purchaser, Optionee, etc.). Failure by Lessor to fully and accurately complete the provisions of Exhibit B, the Real Estate Lease Form

Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this lease and vacate the demised premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five percent (25%) for the entire term of this lease, including any extensions thereto or periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such a breach.

- 28. Change of Ownership or Beneficial Interest:** The Administrative Office of the Illinois Courts must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, or regulations governing real estate lease transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to Lessor shall be specifically subject to the liquidated damages provisions of the preceding provision for material breach in failing to comply with disclosure requirements.
- 29. Entire Agreement:** This lease, including its addenda and exhibits, contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.
- 30. Severability:** If any provision of this lease agreement should be found by a court of competent jurisdiction illegal, invalid, void, or against public policy it shall be considered severable. The remaining provisions shall not be impaired, and the lease agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 31. Modifications:** Any modification, change or amendment subsequent to the execution of this lease agreement may be made only by an instrument in writing executed and signed by the parties.
- 32. Waiver:** The failure of any party to enforce any provision of this lease agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
- 33. Examination of Instrument:** Submission of this instrument for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed by both Lessor and Lessee.
- 34. Time is of the essence:** Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.
- 35. Disclosure:** The following exhibit(s) are made a part of this lease:

- ☒ Floorplan
- ☐ Improvements
- ☒ Ownership Disclosure
- ☐ Other:

36. Certifications:

A. Conflict of Interest. Lessor certifies that neither Lessor, Lessor's spouse nor minor child(ren):

- holds an elected office in the State of Illinois;
- holds a seat in the General Assembly;
- is appointed to or employed in any of the offices or agencies of State government for which Lessor, Lessor's spouse or minor child(ren) receives compensation in excess of 60% of the salary of the Governor of the State of Illinois: or
- is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority.

If Lessor is not an individual, Lessor certifies that no person who is entitled to receive more than 7 1/2% of the Lessor's total distributable income or an amount in excess of the salary of the Governor and no person who together with their spouse or minor child(ren) is entitled to receive more than 15%, in the aggregate, of Lessor's total distributable income or an amount in excess of two (2) times the salary of the Governor:

- holds an elected official in the State of Illinois;
- holds a seat in the General Assembly;
- is appointed to or employed in any of the offices or agencies of State government for which they, their spouse or minor child(ren) receives compensation in excess of 60% of the salary of the Governor of the State of Illinois; or
- is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority.

See section 50-13 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).

- B. Bid-rigging or Bid-rotating.** Lessor certifies that Lessor has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-3, 33E-4.
- C. Educational Loan Default.** If the Lessor is an individual, Lessor certifies that Lessor is not in default on an educational loan. See 5 ILCS 385/3.
- D. Anti-bribery.** Lessor certifies that Lessor is not barred from being awarded a contract or subcontract under section 50-5 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5(a))). Section 50-5 prohibits a contractor or subcontractor from entering into a contract with a State agency if the contractor or subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor or subcontractor has made an admission of guilt of such conduct which is a matter of record. Lessor further acknowledges that the Director of the Administrative Office of the Illinois Courts may declare this lease void if this certification is false.
- E. Debt Delinquency.** Lessor certifies that Lessor, or any affiliate, is not barred under section 50-11 of the Supreme Court of Illinois Judicial Branch Procurement Code from contracting with the State of Illinois judicial branch. Section 50-11 of the Supreme Court of Illinois Judicial Branch Procurement Code prohibits a Lessor from entering into a lease agreement with the judicial branch if the Lessor knows or should know that Lessor, or any affiliate, is delinquent in the payment of any debt to the State of Illinois unless the Lessor or affiliate has entered into a deferred payment plan to pay off the debt. Lessor further acknowledges that, under section 50-60 of the Supreme Court of Illinois Judicial Branch Procurement Code, Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false or if Lessor is determined to be delinquent in the payment of any debt to the State during the term of the lease.
- F. Collection and Remittance of Illinois Use Tax.** Lessor certifies that Lessor, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Supreme Court of Illinois Judicial Branch Procurement Code. Section 50-12 of the Illinois Judicial Branch Procurement Code prohibits a contractor from entering into a contract with the judicial branch if Lessor, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.). Lessor further acknowledges that, under Section 50-60 of the Supreme Court of Illinois Judicial Branch Procurement Code, the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false or if Lessor, or any affiliate, is determined to be delinquent in the payment of any debt to the State of Illinois during the term of the lease.
- G. Prohibited Bidders and Contractors.** Lessor certifies in accordance with Section 50-10.5 of the Supreme Court of Illinois Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the lease. Lessor acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.
- H. Environmental Protection Violations.** Lessor certifies that Lessor, or any affiliate, is not barred from entering into this lease under Section 50-14 of the Supreme Court Illinois Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Lessor acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.
- I. Drug Free Workplace.** If Lessor is an individual, or an individual doing business in the form of a sole proprietorship, Lessor certifies that Lessor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this lease. See 30 ILCS 580/4.
For lease agreements over \$5,000.00, if Lessor is a corporation, partnership, or other entity with 25 or more employees, Lessor agrees that it will provide a drug free workplace by:
 - 1. Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on this lease agreement, the employee will:
 - (i) abide the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- (a) The dangers of drug abuse in the workplace;
- (b) the grantee's or Vendor's policy of maintaining a drug free workplace;
- (c) any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the lease and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within 10 days after receiving notice under part (ii) of paragraph (c) of subparagraph (1) above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*

J. **Registration as a Business Entity.** Lessor certifies that (1) Lessor is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) Lessor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Supreme Court of Illinois Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Lessor acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.

K. **Felons.** Lessor certifies that Lessor is not barred under 30 ILCS 500/50-10 from contracting with the State. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Lessor further acknowledges that the Director of the Administrative Office of the Illinois Courts may declare the lease void if this certification is false.

37. **COMPLIANCE WITH PROPERTY LAW AND INDEMNIFICATION.** Lessor shall be responsible for compliance, at Lessor's sole cost and expense, with all statutes, rules, ordinances, orders, codes and regulations, and legal requirements and standards issued thereunder, as the same may be enacted and amended from time to time (collectively referred to in this paragraph as the "Laws"), which are applicable to all or any part of the physical condition and occupancy of the property, including but not limited to the building, the Land, the common areas, and the leased premises. Lessor represents and warrants that the property, including but not limited to the building, the Land, the common areas, and the leased premises, is in compliance with the Laws as of the Lease Commencement Date.

Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered, improved, or newly constructed to conform to the applicable technical standard described in the Code. For facilities carrying out programs funded in whole or in part by Federal funds, the Lessor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973.

Lessor shall notify Lessee of any violation notices or waivers of building, OSHA or life safety codes, or outstanding insurance carrier recommendations that Lessor receives, with respect to the property, including but not limited to the building, the Land, the common areas, and the leased premises. Lessee shall notify Lessor of any OSHA violation notices with respect to the property.

Lessor agrees to indemnify, defend, and hold Lessee harmless from any costs and expenses, including attorney fees, incurred by Lessee, due to any liability arising from mold, asbestos claims or from any liability arising from any claims due to the presence of Hazardous Materials anywhere in the leased premises or at the property, including but not limited to the building, parking lot and surrounding land. Lessor hereby agrees to indemnify, defend, and hold Lessee harmless from all loss, cost, liability, or expense, including reasonable attorney fees, resulting from its failure to comply with laws applicable to the property, including but not limited to environmental laws, accessibility laws, and building codes.

38. TAXPAYER IDENTIFICATION NUMBER.

Under penalties of perjury, the Vendor certifies that the social security number (SSN) or the employer's identification number (EIN), and legal status listed below are correct.

_____ Social Security Number	OR	_____ Employer's Identification Number
---------------------------------	-----------	---

- | | |
|--|---|
| <input type="checkbox"/> | Individual (SSN) |
| <input type="checkbox"/> | Sole Proprietor (SSN or EIN of Owner or EIN of LLC Disregarded Entity) |
| If an LLC Disregarded Entity, Vendor MUST submit a copy of the IRS EIN assignment letter. | |
| <input type="checkbox"/> | Partnership (EIN) |
| <input type="checkbox"/> | Legal Services Corporation (EIN) |
| <input type="checkbox"/> | Tax Exempt (EIN) |
| <input type="checkbox"/> | Corporation providing or billing medical and/or health care services (EIN) |
| <input type="checkbox"/> | Corporation NOT providing or billing medical and/or health care services (EIN) |
| <input checked="" type="checkbox"/> | Governmental (EIN) |
| <input type="checkbox"/> | Nonresident Alien (ITIN) |
| <input type="checkbox"/> | Estate or Trust (EIN) |
| <input type="checkbox"/> | Pharmacy (Non-Corp.) (EIN) |
| <input type="checkbox"/> | Pharmacy/Funeral Home/Cemetery (Corp.) (EIN) |
| Limited Liability Company | |
| <input type="checkbox"/> | C corporation (EIN) If checked, Vendor MUST provide a copy of the IRS acceptance letter |
| <input type="checkbox"/> | S corporation (EIN) If checked Vendor MUST provide a copy of the IRS acceptance letter |
| <input type="checkbox"/> | P partnership (EIN) If checked Vendor MUST provide a copy of the IRS EIN assignment letter |

UNDER PENALTIES OF PERJURY, THE UNDERSIGNED PERSON SIGNING THIS AGREEMENT ON BEHALF OF LESSOR AFFIRMS THEY ARE AUTHORIZED TO EXECUTE THE CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF LESSOR AND THEY HAVE THE AUTHORITY TO BIND LESSOR TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. Representatives of the Administrative Office of the Illinois Courts execute this document in their official capacity only and not as individuals. IN WITNESS WHEREOF, the parties have executed this lease agreement on the date indicated below.

LESSEE:
Administrative Office of the Illinois Courts

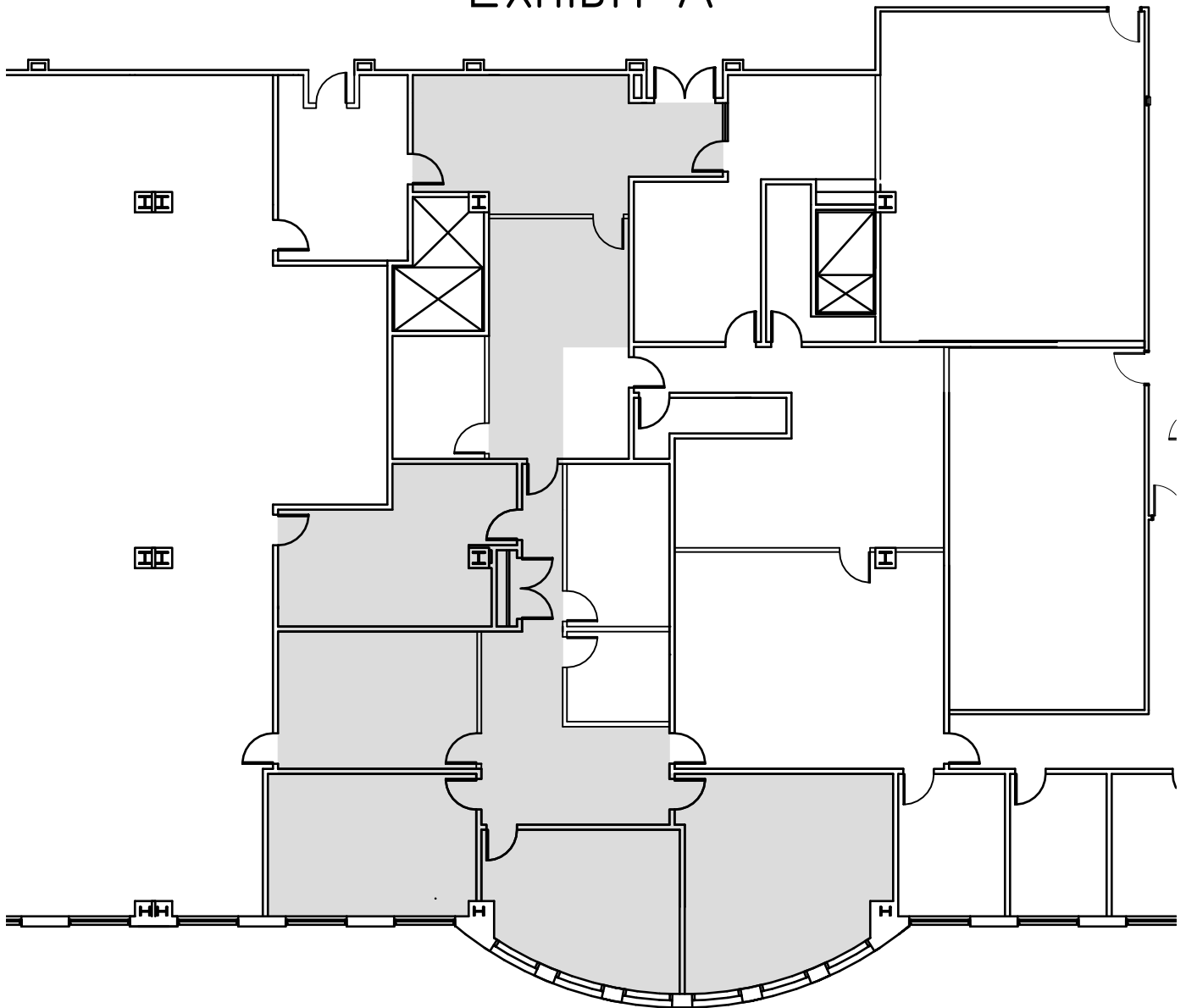
LESSOR:
DuPage County Board, DuPage County, Illinois

_____ Signature
Erin Moe
_____ Type/Print Name
Director of Finance
_____ Type/Print Title
_____ Date

_____ Signature
Deborah A. Conroy, Chair
_____ Type/Print Name
DuPage County Board
_____ Type/Print Title
_____ Date

* A copy of the Illinois Judicial Branch Procurement Code is available at illinoiscourts.gov

EXHIBIT A



○ PARTIAL 3RD FLOOR PLAN
SCALE: 1/16" = 1'-0"



■ = AREA OF LEASED PREMISES (2,529 SQUARE FEET)



HJH Judicial Office Facility
505 N County Farm Road
Wheaton, IL

Exhibit B
Real Estate Lease Form
Disclosure Statement

Lease Control No. _____

This statement must be completed by the Lessor

Disclosure of the following information is required by Illinois law (50 ILCS 105/3.1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7½% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7½% interest, then the requirements of this disclosure may be met by so stating below.

II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

___ No ___ Yes If "yes", explain employment and/or relationship.

IV. I, _____, state on oath or affirm that I am (title) _____ for of (firm/name) _____ and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

State of Illinois)
County of _____) SS:

Signature _____ Date _____

I, _____, certify
on _____, 20____, _____,
personally appeared before me and swore or affirmed that _____ he _____ signed
this document as _____ of _____
_____ and that the information provided was true and correct.

Attestation (name/title) _____ Date _____

Notary Seal

Seal

Notary Public

Commission Expires _____



Facilities Management Resolution

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

File #: FM-R-0005-24

Agenda Date: 9/17/2024

Agenda #: 8.B.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES
FOR DEPARTMENT OF VETERAN'S AFFAIRS
FOR LEASE OF SPACE AT THE JTK ADMINISTRATION BUILDING

WHEREAS, the County of DuPage ("County") operates and maintains a facility at the County's seat of government in accord with the authority granted by the Illinois General Assembly at 55 ILCS 5/5-1001, et. seq., commonly known as the Jack T. Knuepfer Administration Building; and

WHEREAS, the State of Illinois Department of Veteran's Affairs desires to operate and maintain an office in Wheaton, Illinois; and

WHEREAS, The County has office space available at the Jack T. Knuepfer Administration Building for use by other governmental entities; and

WHEREAS, it is in the interest of the County of DuPage to enter into an intergovernmental lease agreement with the State of Illinois, by the Department of Central Management Services for the Department of Veterans' Affairs for the operation of said office, and to lease the property known and described and subject to terms and conditions within the attached lease; and

WHEREAS, the County Board has established an annual rate of One Dollar (\$1.00), and other good and valuable consideration including but not limited to the societal services and benefits to the public described above, for approximately Four Hundred (400) square feet of office space, and a Two Hundred (200) square foot Veteran waiting room to be shared with the DuPage County Veterans Assistance Commission, at the Jack T. Knuepfer Administration Building; and

WHEREAS, the lease term shall be in effect for forty-eight (48) months, commencing December 1, 2024 and expiring November 30, 2028, and

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chair and the County Clerk be and they are hereby authorized and directed to execute on behalf of the County of DuPage the attached lease of office space for use by the Department of Veterans' Affairs.

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the lease, be transmitted by the County Clerk to Central Management Services to the attention of Manager of Transactions, Bureau of Property Management, 313 South Sixth Street, Springfield, IL 62701.

Enacted and approved this 24th day of September, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
TO UTILIZE SPACE
No. L4925**

The parties, County of DuPage, hereinafter called ("County"), and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Veterans' Affairs ("DVA"), hereinafter called "State", agree to the use of the premises described herein below on the following terms and conditions.

1. **PURPOSE:** The purpose of this Agreement is to allow the State use of certain County- owned space as authorized by the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
2. **NOTICE:** All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

County of DuPage
Attn: Facilities Management
421 North County Farm Road
Wheaton, IL. 60187
Phone: 630-407-5670

Dept. of Central Management Services
Manager of Transactions
Bureau of Property Management
313 S. Sixth Street
Springfield, IL 62701
Phone: 217-782-9117
Fax: 217-557-1036

3. **PREMISES:** The County agrees to provide for use by the State certain real property consisting of approximately four hundred (400) square feet of office space and two hundred (200) square feet of waiting room space to be shared with the DuPage County Veterans Assistance Commission space in the building known as Jack T. Knuepfer Administration Building located at 421 North County Farm Road, in the City of Wheaton, State of Illinois, hereinafter called "Premises", as graphically depicted on the site drawing attached hereto and incorporated herein as Exhibit A. The State shall have available for its use parking for five (5) vehicles, including one (1) handicap accessible spaces.
4. **TERM:** The term of this Agreement is for forty- eight (48) months commencing the first day of December 1, 2024, and expiring the thirtieth day of November 30, 2028, unless the Term shall be terminated or cancelled sooner, as hereinafter provided.
5. **HOLDOVER:** If, after expiration of the Agreement, the State retains possession of the Premises with the County's consent, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated or renegotiated.
6. **REPLACEMENT PREMISES:** During the term of the Agreement, the County may be required to provide replacement Premises (temporary or permanently) due to maintenance, repairs or construction on the Premises, or the County's need to reallocate the original Premises' office space for a different public purpose. The replacement Premises shall be at mutually accepted locations. The Parties herein agree that any office space consisting of approximately Four Hundred (400) square feet of area located within the Jack T. Knuepfer Administration Building in Wheaton, Illinois shall be mutually acceptable at this time and in the future.
7. **RENT:** The State shall pay the County as annual rent for said Premises the sum of One Dollar and No Cents (\$1.00). All payments shall be made payable to the County of DuPage c/o Facilities Management, 421 North County Road, Wheaton Illinois 60187, the first payment being due on or before the first day of

March each year that this Agreement is in effect. As further consideration for this Agreement the Illinois Department of Veterans' Affairs, or such other successor State department or agency to the Illinois Department of Veterans' Affairs, which provides social services to Illinois veterans, shall provide valuable assistance to veterans residing in DuPage County, Illinois.

8. **AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS:** This Agreement is contingent upon and subject to the availability of sufficient funds. The State may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the State [or sufficient Federal funds have not been made available to the State by the Federal funding source], (ii) the Governor or the State reserves appropriated funds, or (iii) the Governor or the State determines that appropriated funds [or Federal funds] may not be available for payment. The State shall provide notice, in writing, to County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon County receipt of notice and the State shall vacate the premises within thirty (30) business days of such termination or suspension.
9. **USE OF PREMISES:** The State agrees to use the Premises solely for the purpose of conducting State Business.
10. **TERMINATION:** Both parties have the option to terminate this Agreement at any time by giving one hundred twenty (120) days' written notice prior to termination.
11. **MAINTENANCE & OPERATING FEES:** The County shall be responsible for all maintenance and repairs of the Premises and parking facilities. In addition to maintenance and repairs, the County will also be responsible for i) electricity to the Premises as may be required by the State; ii) heating and cooling of the Premises during normal work hours when weather and temperature requires; iii) all necessary maintenance and repairs to all fixtures and equipment; excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the State, its agents, employees or guests/customers to observe due care; and iv) janitorial services to keep Premises in a clean, sightly and healthful condition. The State shall replace, at its own expense, or compensate the County for the cost of replacing, any glass or fixtures or other equipment damaged or broken, or which the State, its agents, employees, or guests/ customers permit to be damaged or broken, by the failure of the State, its agents, employees, or guests/ customers to exercise due care during their use and occupancy of the Premises.
12. **MODIFICATION:** State will not make any modifications to the Premises without the prior written consent of the County.
13. **FREEDOM OF INFORMATION ACT:** This Agreement and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
14. **CONTRACTUAL AUTHORITY:** CMS, as Lessee, shall be the only State entity responsible for payment under this Agreement, unless said Agreement is also signed by the Using Agency. In that case, the Using Agency shall be the only State entity responsible for payment under the Agreement.
15. **OPERATION OF PROGRAMS:** The parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.
16. **ASSIGNMENT:** The State shall not assign or sublease its rights under this Agreement.

17. EXHIBITS: The following Exhibits are appended hereto and by reference made a part of this Agreement:
Exhibit A: Site Drawing; Exhibit G Disclosures Statement; Standard Certification for Intergovernmental Agreements; Exhibit I Federal Taxpayer Identification Number and IRS Form W9; Exhibit K Disclosure of Business Operations with Iran.

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed by authorized parties on the dates shown below.

GOVT ENTITY:

DuPage County
421 North County Far Road
Wheaton, IL 60187
Phone: 630-407-5670

Signed: _____
Printed Name: Deborah A. Conroy
Title: Chair, DuPage County Board
Date: _____

STATE OF ILLINOIS, LESSOR, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Department of Central Management Services
Manager of Transactions
313 S. Sixth Street
Springfield, IL 62701

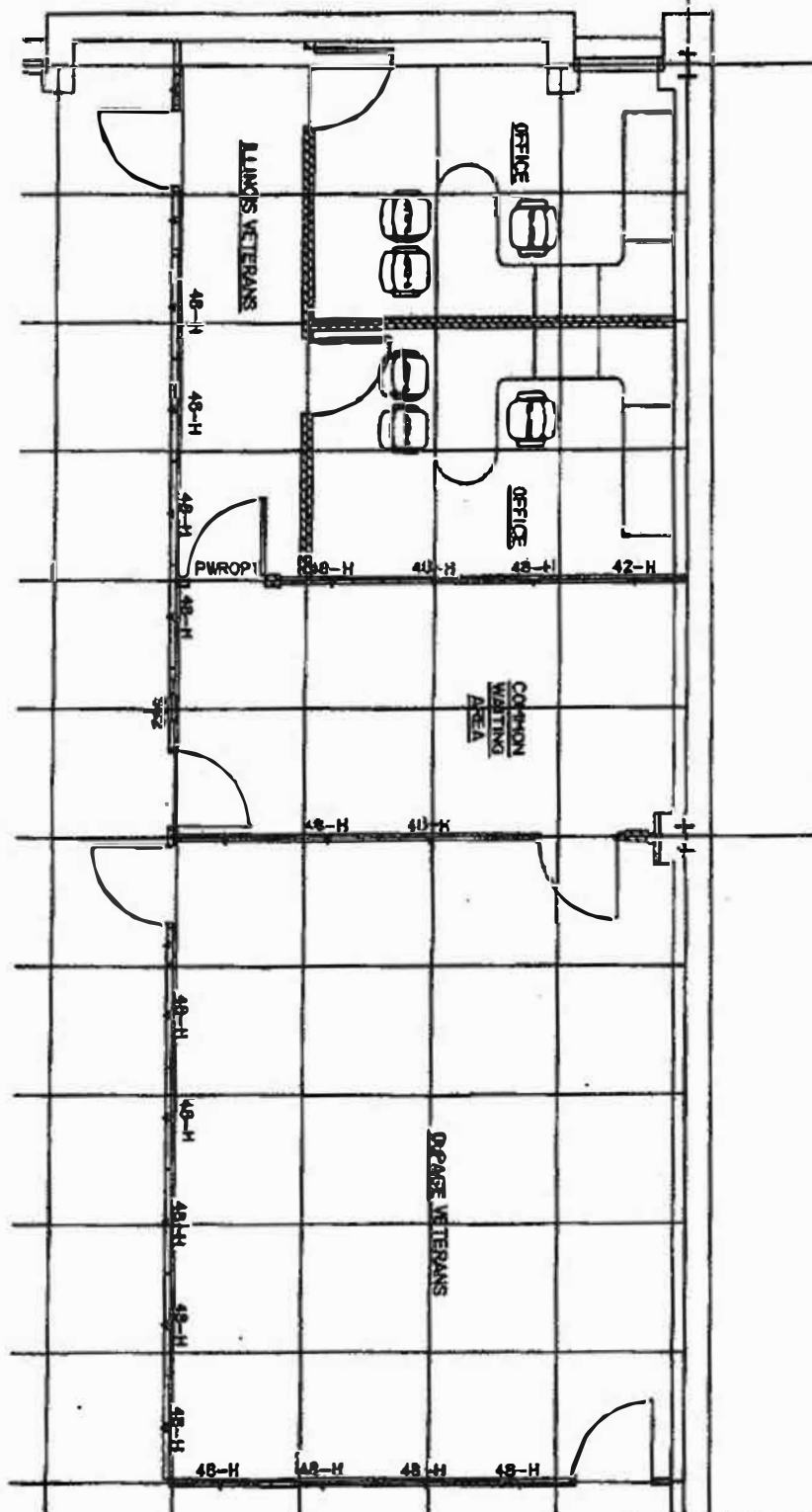
Signed: Signature on File
Printed Name: Raven DeV Vaughn
Title: Director
Date: 8/8/2024

Negotiated by: Dont'a Taylor

Date: 07/18/2024

EXHIBIT A

FLOOR PLAN
SCALE: 1/2" = 1'-0"



DUPAGE COUNTY
FACILITIES MANAGEMENT
421 NORTH COUNTY FARM ROAD
630.407.5700 FAX: 630.407.5704

421 ADMINISTRATION BUILDING
VETERANS GROUPS RELOCATION
MODULE 2-600 CAFETERIA

PROJ NO:

DATE: 07/08/10

DRN BY: S.L.J

FILE:

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SUBSCRIBED UNDER OATH BY
A MEMBER, OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, GENERAL PARTNER, MANAGING AGENT,
MANAGING MEMBER, OR AUTHORIZED ATTORNEY AGENT

Illinois Law (50 ILCS 105/3.1) requires completion of this form. Disclosure is required of the identity of every owner and beneficiary (whether an individual or entity) having any interest, real or personal, in the real estate where the leased premises are situated. Every member, shareholder, limited partner, or general partner entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation or limited partnership with an interest in the lease must be disclosed. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

- I A. Address of Premises 421 N. County Farm Road
B. Real Estate Tax Index Number(s) 0518107001

II INDICATE INTERESTS OF ALL RECORD TITLE OWNERS, LESSOR AND ANY OTHERS IN REAL PROPERTY BY CHECKING ALL APPLICABLE BOXES AND PROVIDING REQUESTED INFORMATION AS INSTRUCTED.

[NOTE: MORE THAN ONE BOX MAY REQUIRE COMPLETION.] IF ADDITIONAL SPACE IS NEEDED TO ADEQUATELY PROVIDE REQUESTED INFORMATION, ATTACH A SEPARATE SHEET TO THIS DOCUMENT.



IDENTITY OF FEE SIMPLE RECORD TITLE HOLDER

INSTRUCTIONS: LIST NAMES OF ALL OWNERS OF RECORD & DESCRIBE MANNER OR CAPACITY IN WHICH TITLE HELD (SOLE OWNER, JOINT TENANCY, TENANTS BY THE ENTIRETY, TENANTS IN COMMON, TRUSTEE UNDER LAND TRUST, TRUSTEE UNDER INTER VIVOS OR TESTAMENTARY TRUST, ETC).

County of DuPage, An Illinois County



LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: LIST THE NAME(S) OF THE PRINCIPAL LESSOR (AND LESSEE IF YOU ARE A SUB-LESSEE) AND INDICATE THE BEGINNING AND ENDING DATES FOR THE TERM OF PRINCIPAL LEASE OR THE SUBLEASE TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO SUBLEASE IS REQUIRED.



LAND TRUST OR OTHER TRUST

INSTRUCTIONS: LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. NOTE: IF THE REAL ESTATE IS HELD IN A LAND TRUST, A SEPARATE "LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION" MUST ALSO BE FULLY COMPLETED AND PROVIDED.

**HOLDER OF OPTION TO PURCHASE OR INSTALLMENT CONTRACT PURCHASER**

INSTRUCTIONS: DESCRIBE LESSOR'S INTEREST IN THE REAL ESTATE FULLY. LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE AS CONTRACT SELLER (AND ASSIGNOR IF YOU ARE AND ASSIGNEE OF CONTRACT PURCHASER) AND INDICATE THE BEGINNING AND ENDING DATES FOR TERM OF CONTRACT TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO LEASE OR ASSIGNMENT IS REQUIRED OF CONTRACT SELLER. IF HOLDER OF OPTION TO PURCHASE SPECIFY EXPIRATION DATE OF OPTION.

**OTHER (PLEASE DESCRIBE IN DETAIL)**

INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE ANY OTHER OWNERSHIP INTEREST, LEGAL OR EQUITABLE CLAIM OF ANY TYPE TO THE REAL ESTATE

III IF A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY HAS AN INTEREST IN THE LEASE, COMPLETE THE APPROPRIATE PARAGRAPH(S)

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE ENTITY AND THE INTERESTS, STOCK, OR SHARES IN A LIMITED LIABILITY COMPANY, CORPORATION, OR GENERAL PARTNERSHIP ARE PUBLICLY TRADED -- THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

CORPORATION - INSTRUCTIONS: PLEASE LIST

1. The names of the president and secretary: _____
2. The name and address of the registered agent: _____
3. The names of all shareholders entitled to receive more than 7½% of the total distributable income of the corporation: _____
4. The name of the person(s) authorized to execute the lease on behalf of the corporation: _____

LIMITED OR GENERAL PARTNERSHIP - instructions: please list

1. The names of all partners (both limited and general partners): _____
2. The names and addresses of all partners entitled to receive more than 7½% of the total distributable income of the partnership: _____
3. The name of the person(s) authorized to execute the lease on behalf of the partnership: _____

LIMITED LIABILITY COMPANY - INSTRUCTIONS: PLEASE LIST

1. The name of the managing member: _____
2. The names and addresses of all members entitled to receive more than 7½ % of the total distributable income of the limited liability company: _____
3. The name of the person(s) authorized to execute the lease on behalf of the limited liability company: _____

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

☐ NO ☐ YES If "YES", explain employment status and identify familial relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, (print name) Timothy Harbaugh, state on oath or affirm that I am (title/capacity) Deputy Director of (firm/name) DuPage County Facilities Management and that the disclosure made above is true and correct. The undersigned certifies that any additional documentation requested by the State of Illinois will be provided.

Signature on File

Signature Timothy Harbaugh Date 4/11/24
Title Deputy Director

ACKNOWLEDGMENT

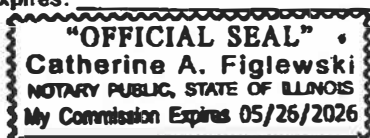
STATE OF Illinois

COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tim Harbaugh, who is the Deputy Director of Facilities Management and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Deputy Director he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 11 day of July 2024.

Commission Expires: _____



(Signature on File

Notary Public

G-3

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

IGA No. 4925

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law;
- the State may void the contract, and
- the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$50,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

PUBLIC AGENCY: (show name of Agency)

Signed: Signature on File
Printed Name: Tim Harbaugh
Title: Deputy Director Date: 7/11/24

EXHIBIT I - TAXPAYER IDENTIFICATION NUMBER

IGA No. 4925

I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - For an individual, enter your name and SSN as it appears on your Social Security Card.
 - For a sole proprietor or a disregarded entity owned by an individual, enter the owner's name on "Name" line, and owner's SSN. Add name of business on "Business Name" line.
 - For a single-member LLC that is disregarded as an entity separate from its owner, or other disregarded entity not owned by an individual, enter the owner's name and EIN.
 - For a partnership or multi-member LLC, enter the partnership and EIN.
 - For an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation and attach a copy of IRS acceptance letter stating you are treated as a corporation under your LLC (Form CP261 or CP271).
 - For a revocable trust where grantor is trustee, enter the grantor-trustee and SSN. For other trust or estate, enter the legal entity and EIN.
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Jeffery MartynowiczBusiness Name: DuPage County, Illinois

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 36-6006551

Legal Status (check one):

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> (C) Corporation | <input type="checkbox"/> Trust/Estate |
| <input type="checkbox"/> (S) Corporation | <input type="checkbox"/> Tax-exempt |
| <input checked="" type="checkbox"/> Governmental | |
| <input type="checkbox"/> Limited Liability Company (select applicable tax classification) | |
| <input type="checkbox"/> C = corporation | |
| <input type="checkbox"/> S = corporation | |
| <input type="checkbox"/> P = partnership | |

☐ Other _____Signature: _____
Signature on FileDate: 7/11/24