



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

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

Tuesday, July 11, 2023

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. [23-2326](#)
Public Works Committee Minutes - Regular Meeting - Tuesday, June 20, 2023
6. CLAIMS REPORT
 - 6.A. [23-2317](#)
Payment of Claims - Public Works and Facilities Management
7. BUDGET TRANSFERS
 - 7.A. [23-2318](#)
Facilities Management - \$200,000 budget transfer needed to cover overtime costs due to employee staffing shortages and additional overtime related to projects on campus. Funds will move from account 1000-1100-53210 (Electricity) to account 1000-1100-50010 (Overtime) in the amount of \$150,000 and 1000-1100-53220 (Water & Sewer) to account 1000-1100-50010 (Overtime) in the amount of \$50,000.
 - 7.B. [23-2319](#)
Facilities Management - \$2,500,000 budget transfer for parking deck design, sidewalk design and campus Stormwater detention project. Funds will move from account 6000-1195-53828 (Infrastructure Contingencies) to account 6000-1220-54010 (Building Improvements) in the amount of \$2,500,000.
8. CONSENT ITEMS
 - 8.A. [23-2320](#)
C. Armbrust Plumbing & Heating 5777-1 SERV – Decrease & Close
 - 8.B. [23-2321](#)
Kone, Inc. 3782-1 SERV – Decrease & Close

8.C. [23-2322](#)

Wight Construction Services, Inc. - Contract Extension to December 31, 2025, in order to complete various capital projects that were made part of the existing agreement, and for projects being prepared for consideration by the County Board which require planning, preliminary design and construction cost estimating. No change to contract total.

9. PROFESSIONAL SERVICES AGREEMENT9.A. [FM-P-0073-23](#)

Recommendation for the approval of a contract to WSP USA Design, Inc., to provide on-call Professional Architectural and Engineering Services, as needed, for window design at the South Wing Care Center and construction administration for the DuPage County Historical Museum masonry and building stabilization, façade and gutter repairs, for Facilities Management, for the period of July 18, 2023, through November 30, 2026, for a total contract amount not to exceed \$95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et seq.

10. BID AWARD10.A. [FM-P-0074-23](#)

Recommendation for the approval of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales and installation, as needed for County facilities, for Facilities Management, for the period of July 19, 2023 through July 18, 2024, for a contract total amount not to exceed \$30,000, per lowest responsible bid #23-080-FM.

10.B. [23-2323](#)

Recommendation for the approval of a contract to Ashland Lock & Security Solutions, to provide lock smith services, maintenance & installation, as needed for County facilities, for Facilities Management, for the period July 19, 2023 through July 18, 2024, for a contract total amount not to exceed \$25,000, per lowest responsible bid #23-079-FM.

10.C. [FM-P-0075-23](#)

Recommendation for the approval of a contract to Berglund Construction Company, for the DuPage County Historical Museum masonry and building stabilization, facade and gutter rebuilding, for Facilities Management, for the period of July 18, 2023, through August 31, 2024, for a contract total amount not to exceed \$725,000, per lowest responsible bid #23-066-FM. (IDNR Grant Funded)

11. SOLE SOURCE11.A. [23-2324](#)

Recommendation for the approval of a contract to Xylem Water Solutions USA, for two (2) Flygt pumps to be used at the Emerald Ridge Lift Station, for Public Works, for the period of July 18, 2023 to July 17, 2024, for a contract total amount not to exceed \$26,028.60; per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

12. INFORMATIONAL12.A. [FI-R-0160-23](#)

Additional appropriation for the County Infrastructure Fund, Company 6000, Accounting Unit 1220, \$750,000.

12.B. [23-2325](#)

FM-P-0103A-22 - Amendment to Resolution FM-P-0103-22, issued to Door Systems ASSA ABLOY US Inc., for preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed for County Facilities, for Facilities Management, for a change order to include the DuPage Care Center and increase the contract in the amount of \$35,000, resulting in a new total contract amount not to exceed \$95,780, an increase of 57.58%

13. PRESENTATION

13.A. Facilities Management 2024 Proposed Capital Budget Presentation

14. OLD BUSINESS

14.A. 2023 Ribfest to utilize the Fairgrounds from September 15, 2023, to September 17, 2023
- Jim McGuire, Manager CEO, DuPage County Fair Association

15. NEW BUSINESS**16. ADJOURN**



Minutes

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

File #: 23-2326

Agenda Date: 7/11/2023

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Draft Summary

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

Tuesday, June 20, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:08 AM.

2. ROLL CALL

Member Kari Galassi arrived at 9:14 a.m. due to attending other committee meeting.

Other Board Members present: Member Liz Chaplin, Member Michael Childress

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

MOTION TO ALLOW REMOTE PARTICIPATION

Motion to allow Member Zay to participate remotely.

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Dawn DeSart

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-2116](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, June 6, 2023

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

6. CLAIMS REPORT

6.A. [23-2117](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

7. JOINT PURCHASING AGREEMENT

7.A. [PW-P-0036-23](#)

Recommendation for the approval of a contract purchase order to CDW Government, LLC, for computer hardware, peripherals, software and licensing, on an as-needed basis, for Public Works facilities, for the period of June 27, 2023 to February 28, 2025, for a total contract amount not to exceed \$35,000; contract pursuant to the Intergovernmental Cooperation Act, per the National IPA Contract #2018011.

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

8. PROFESSIONAL SERVICES AGREEMENT

8.A. [PW-P-0037-23](#)

Recommendation for the approval of an agreement between the County of DuPage, Illinois and HBK Engineering, LLC, for on-call professional engineering services for water distribution and sewer collection systems for various regions around DuPage County, for the period of June 27, 2023 to November 30, 2026, for a total amount not to exceed \$95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

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

9. BID RENEWAL

9.A. [FM-P-0071-23](#)

Recommendation for the approval of a contract to The Standard Companies, to furnish and deliver plastic trash and recycling can liners, as needed for County facilities, for Facilities Management, for the period of July 14, 2023 through July 13, 2024, for a contract total amount not to exceed \$40,000, per renewal option under bid award #21-036-FM, first option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Cynthia Cronin Cahill

10. CONTRACT INCREASE

10.A. [FM-CO-0072-23](#)

Amendment to Resolution FM-P-0385-21, issued to Builders Chicago Corporation, to provide preventative maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for a change order to increase the contract in the amount of \$20,000, resulting in a new total contract amount not to exceed \$212,520, an increase of 10.39%.

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

11. ACTION ITEMS

11.A. [PW-P-0038-23](#)

Approval is requested for the County of DuPage to renew its membership with the Lower Des Plaines Watershed Group, for Public Works, for an amount not to exceed \$93,000, for 2023 to 2026 membership dues.

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

11.B. [FM-P-0072-23](#)

Recommendation for the approval of a contract issued to Ron Tirapelli Ford, for the purchase of one (1) 2024 Ford F-650 Diesel, for Facilities Management – Grounds Maintenance, for a total cost not to exceed \$113,297.66; not suitable for competitive bids per 55 ILCS 5/5-1022 (c) ‘Competitive Bids’.

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

12. INFORMATIONAL

12.A. [23-2118](#)

Pursuant to DT-R-0306B-22, Vehicle Replacement Purchase Order for the Division of Transportation, for FY2023 – FY2024 has been issued through Willowbrook Ford, in the amount of \$51,935.26, for Facilities Management - Grounds.

There was no discussion regarding this informational item.

12.B. [23-2119](#)

Arboretum Accreditation for DuPage County Campus Arboretum

Director of Public Works Nick Kottmeyer explained that the County Campus has been accredited again from the Morton Arboretum as an arboretum status. To be certified as an arboretum you must have a minimum of 25 tree species and the campus currently has 43.

13. PRESENTATIONS

Item 13.B. 2022 Audit Presentation was presented to the committee before 13.A. Public Works Capital Improvement Plan Presentation.

13.A. Public Works Capital Improvement Plan Presentation

Nick Kottmeyer explained that Public Works is an Enterprise fund and exists on the revenue that comes in. The Public Works collection system is some of the biggest in the state and serves the SouthEast portion of the County.

Public Works Operations Manager Sean Reese went through the presentation, explaining that the Nordic project will be fully complete this fall. He then went on to present future capital projects, such as, electric and power plant improvements, new grit removers, bar screens and blowers.

Nick Kottmeyer explained to the committee that these projects have all been planned in the 20 year capital plan.

RESULT:	ACCEPTED AND PLACED ON FILE
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13.B. 2022 Audit Presentation

Nick Kottmeyer explained that every year there is an independent audit of Public Works conducted by a third party, Baker Tilly. Joe Lightcap from Baker Tilly said that there are a few high level reports that Baker Tilly prepares for DuPage County Public Works. The first report is the fiscal year 2022 Audited Financial Statements and issued a clean or unmodified opinion which is the highest level of assurance you can receive from outside auditors.

Member Cahill asked Mr. Lightcap to explain the system of internal controls and how they have assurance on the system of internal controls how they were operating effectively and efficiently and Mr. Lightcap gave the committee an explanation.

Mr. Lightcap also briefed the committee on the reporting of insights letter and found no material weakness for the internal controls.

Nick Kottmeyer said, he is very happy with overall performance of the department over the past year. He said that the net position, cash, & cash equivalents increased and the debt service was either met or exceeded.

RESULT: ACCEPTED AND PLACED ON FILE
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14. OLD BUSINESS

Member Liz Chaplin, Nick Kottmeyer, Chair Garcia thanked Public Works Project Manager Greg Phillips for all the hard work that he did to help the residents in Westmont regarding their properties connecting to from well water to Lake Michigan water. The project has been closed, as the residents did not want to move forward with connecting to Lake Michigan water, and the ARPA funds are going to be used on a different project moving forward.

15. NEW BUSINESS

No new business was discussed.

16. ADJOURN

With no further business, the meeting was adjourned.



Payment of Claims

421 N. COUNTY FARM
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WHEATON, IL 60187
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File #: 23-2317

Agenda Date: 7/11/2023

Agenda #: 6.A.

Public Works			
Schedule of Claims			
7/11/2023			
Pay Vendor Name	Description	Check Date	Amount
AMERICAN WATER WORKS ASSN	Book	6/16/2023	\$151.50
AT&T	Phone Service	6/16/2023	\$1,964.79
BAKER TILLY US, LLP	Audit	6/16/2023	\$6,774.00
BARRETT HARDWARE & INDUSTRIAL	Tape	6/16/2023	\$331.55
CITY OF DARIEN	Reimbursement/DuPage Water Costs	6/16/2023	\$1,101,089.89
CONSERV FS INC	Greenskeeper mix	6/16/2023	\$490.00
ENZ USA INC	Service kit	6/16/2023	\$318.00
FAVIA INVESTMENTS LTD	Service kit	6/16/2023	\$2,395.45
GASVODA & ASSOCIATES INC.	Refrigeration sled	6/16/2023	\$6,945.39
GRAINGER INC	Traffic cone	6/16/2023	\$267.30
GRAYBAR	Seal tight	6/16/2023	\$826.44
GROOT, INC	Waste/recycling removal	6/16/2023	\$8,674.02
HARRINGTON INDUSTRIAL PLASTICS	Strainer basket	6/16/2023	\$710.65
IL OFFICE OF THE STATE	Boiler inspection	6/16/2023	\$140.00
INDEPENDENT BEARING INC	Belt	6/16/2023	\$635.58
JOHN SAKASH COMPANY INC	Swivel hook	6/16/2023	\$1,737.90
MCMASTER-CARR	Hose fitting	6/16/2023	\$1,326.17
NAPA AUTO PARTS	Fuid, mud flap	6/16/2023	\$111.82
NORTHERN SAFETY CO INC	Nitrile gloves	6/16/2023	\$847.11
PEREGRINE CORPORATION	Utility billing	6/16/2023	\$2,860.92
PITNEY BOWES INC	Ink cartridge	6/16/2023	\$182.58
POLYDYNE INC	Clarifloc	6/16/2023	\$39,085.20
ROYAL PIPE & SUPPLY CO.	Rubber kit	6/16/2023	\$86.44
SOUTH SIDE CONTROL SUPPLY CO	Refrigerant	6/16/2023	\$4,933.89
STAVRAKOS, MARIA	Refund for overpayment	6/16/2023	\$125.64
UNIVAR USA INC	Sodium bisulfite	6/16/2023	\$10,156.01
USA BLUEBOOK	Tube assembly	6/16/2023	\$943.10
VILLAGE OF WILLOWBROOK	Meter reads	6/16/2023	\$112.50
WASTEBOX INC	Dumpster	6/16/2023	\$320.00
WEST SIDE TRACTOR SALES	Filter	6/16/2023	\$128.01
WILLOWBROOK FORD INC	Service	6/16/2023	\$98.94
ZIBELL WATER SERVICE PRODUCTS	Cast coupling	6/16/2023	\$492.00
AEP ENERGY	Electric supply	6/23/2023	\$13,116.89
ALLDATA	Subscription renewal	6/23/2023	\$1,500.00
ASSOCIATED TECHNICAL SERVICES	Leak location services	6/23/2023	\$836.00
AT&T	Phone Service	6/23/2023	\$437.12
BLAINS FARM & FLEET	Overalls	6/23/2023	\$357.95
CITY OF NAPERVILLE	Meter reads	6/23/2023	\$287.50
COM ED	Electricity	6/23/2023	\$10,938.35
COMCAST	Internet	6/23/2023	\$248.85
DUPAGE COUNTY LIHWAP	Overpayment	6/23/2023	\$44.77
FEDEX	Shipping	6/23/2023	\$144.40
FISHER SCIENTIFIC	Lab supplies	6/23/2023	\$473.52
GRAYBAR	Fluke	6/23/2023	\$5,961.36
HILTI INC	Epoxy grout	6/23/2023	\$266.53
HOME DEPOT CREDIT SERVICES	Supplies	6/23/2023	\$2,603.33
JOHN SAKASH COMPANY INC	Plain trolley	6/23/2023	\$397.71
MCMASTER-CARR	Screws	6/23/2023	\$45.63
MENARDS	Board	6/23/2023	\$646.73
MENARDS - GLENDALE HEIGHTS	Pothole patch	6/23/2023	\$56.96
NEENAH FOUNDRY COMPANY	Frame	6/23/2023	\$995.00
NEOGEN CORPORATION	Reagents	6/23/2023	\$241.48

Public Works			
Schedule of Claims			
7/11/2023			
Pay Vendor Name	Description	Check Date	Amount
NICOR GAS	Gas	6/23/2023	\$1,522.61
PITNEY BOWES GLOBAL FINANCIAL	Postage meter lease	6/23/2023	\$313.71
REDWING BUSINESS ADVANTAGE	Safety shoes	6/23/2023	\$200.00
SYN-TECH SYSTEMS INC	Maintenance	6/23/2023	\$550.00
THE HOME DEPOT PRO	Cleaning supplies	6/23/2023	\$1,774.42
VILLAGE OF LOMBARD	Sewer service fees	6/23/2023	\$4,977.01
BAXTER & WOODMAN INC	Pretreatment ordinance review	6/27/2023	\$1,621.58
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	6/27/2023	\$49,079.23
HARRINGTON INDUSTRIAL PLASTICS	Couplings	6/27/2023	\$1,044.57
JOLIET ELECTRIC MOTORS, LLC	Motor	6/27/2023	\$457.60
MCMMASTER-CARR	Threaded rod	6/27/2023	\$1,452.26
MENARDS	Paint, hose	6/27/2023	\$577.36
WATER PRODUCTS-AURORA	Tee	6/27/2023	\$376.63
AMERICAN WATER	Meter reads	6/30/2023	\$333.45
ANDERSON PEST SOLUTIONS	Preventive services	6/30/2023	\$293.40
AT&T	Phone Service	6/30/2023	\$1,684.84
AT&T MOBILITY	Cellular service	6/30/2023	\$6,764.25
BAXTER & WOODMAN INC	Pretreatment ordinance review	6/30/2023	\$5,107.66
BLAINS FARM & FLEET	Boots	6/30/2023	\$448.94
BRIDGESTONE RETAIL OPERATIONS	Tires	6/30/2023	\$1,027.91
CARROLL CONSTRUCTION SUPPLY	Water stopper	6/30/2023	\$541.87
CDW GOVERNMENT INC	HP workstation	6/30/2023	\$5,857.11
COM ED	Electricity	6/30/2023	\$15,061.94
COMCAST	Internet	6/30/2023	\$248.85
CONCORDE SIGNS LLC	Signs	6/30/2023	\$186.00
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	6/30/2023	\$111,141.36
GRAYBAR	Electrical supplies	6/30/2023	\$752.24
MENARDS	Brass ball	6/30/2023	\$819.86
STEWART SPREADING INC	Biosolid disposal	6/30/2023	\$91,415.23
VERIZON	Cell phone service	6/30/2023	\$308.64
VULCAN CONSTRUCTION MATERIALS	Stone	6/30/2023	\$2,302.08
	Total		\$1,543,105.48

Facilities Management Department

Schedule of Purchases Under \$15,000

July 11, 2023

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23445	Advanced Physicians	Medical Services	1000	1100	53070	\$390.00
23446	Harris Equipment	Operating Supplies & Materials and Maintenance Supplies	1000	1100	52200 52270	\$5,106.39
23447	Cleaver Brooks Sales & Service, Inc.	Maintenance supplies to repair rear manhole access to firebox on HTW Generator #2 at the Power Plant	1000	1100	52270	\$629.17
23448	State Supply Co., Inc	Furn/Mach/Equip Small Value	1000	1100	52000	\$684.26
23449	State Supply Co., Inc	Auto/Mach/Equip Parts	1000	1100	52250	\$665.99
23450	State Supply Co., Inc	Auto/Mach/Equip Parts	1000	1100	52250	\$573.76
23451	Amazon.com LLC	Operating Supplies & Materials	1000	1100	52200	\$29.30
23452	Clear Loss Prevention Inc.	Repair & Maintenance Other Equipment	1000	1100	53370	\$1,076.00
23453	Russo Power	Maintenance Supplies	1000	1102	52270	\$634.95
23454	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$39.19
23455	Trellis Farm & Garden	Maintenance Supplies	1000	1102	52270	\$345.88
23456	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$445.29
23457	Parts Town, LLC	Auto/Mach/Equip Parts	1000	1100	52250	\$894.00
23458	Xylem Water Solutions	Maintenance Supplies	1000	1100	52270	\$1,332.10
23459	Amazon.com LLC	Furn/Mach/Equip Small Value and Maintenance Supplies	1000	1100	52000 52270	\$501.97
23460	Landscape Material & Firewood Sales, Inc.	Maintenance Supplies	1000	1102	52270	\$2,325.00
23461	Earthwise Environmental, Inc.	Maintenance Supplies	1000	1100	52270	\$927.00
23462	USA Blue Book	Auto/Mach/Equip Parts and Fuel & Lubricants	1000	1100	52250 52260	\$503.83
23463	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$689.86
23464	G.W. Berkheimer Co., Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$204.64
23465	CDW Government	Operating Supplies & Materials	1000	1100	52200	\$44.29
23468	Real Time Automation, Inc.	Maintenance Supplies	1000	1100	52270	\$1,004.49
23469	Konica Minolta	Repair & Maintenance Other Equipment	1000	1100	53370	\$250.00
23470	Conserv FS, Inc.	Maintenance Supplies	1000	1102	52270	\$344.00
23471	Johnstone Supply	Furn/Mach/Equip Small Value	1000	1100	52000	\$397.50
23473	Northern Safety Co., Inc	Cleaning Supplies	1000	1100	52280	\$107.00
23474	A.M. Leonard	Maintenance Supplies	1000	1102	52270	\$2,602.05

Facilities Management Department

Schedule of Other Payments								
July 11, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
5186-0001 SERV	AEP Energy, Inc	Electricity	04/11/23	05/10/23	1000	1100	53210	\$58,481.01
5276-0001 SERV	Airways Systems, Inc.	Custodial Services	05/01/23	10/31/23	1000	1100	53810	\$1,750.00
5471-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	11/01/21	10/31/23	1000	1100	53300	\$5,152.00
5410-0001 SERV	City of Wheaton	Water & Sewer	04/04/23	05/04/23	1000	1100	53220	\$551.66
5216-0001 SERV	ComEd	Electricity	04/11/23	05/10/23	1000	1100	53210	\$69,442.38
5984-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	08/28/22	08/27/23	1000	1100	53300	\$5,095.00
6337-0001 SERV	Gehrke Technology Group, Inc.	Chemical Supplies	03/23/23	03/22/24	1000	1100	52330	\$15,062.00
6195-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Fuel & Lubricants, Maintenance Supplies and Cleaning Supplies	12/14/22	12/31/23	1000	1100	52000 52200 52260 52270 52280	\$2,925.77
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/01/23	01/31/25	1000	1100	52270	\$15,974.21
5827-0001 SERV	Groot, Inc.	Custodial Services	04/01/23	04/30/23	1000	1100	53810	\$369.64
5832-0001 SERV	Hobart Service	Repair & Maintenance Other Equipment	04/20/22	04/19/23	1000	1100	53370	\$1,029.92
5599-0001 SERV	Home Depot	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Fuel & Lubricants and Maintenance Supplies	01/01/22	12/31/26	1000	1100	52000 52200 52260 52270	\$2,951.04
5611-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	05/01/23	05/31/23	1000	1102	53830	\$600.00
5900-0001 SERV	Kone, Inc.	Repair & Maintenance Facilities	07/01/22	12/04/26	1000	1100	53300	\$19,194.33
6042-0001 SERV	Lamp Incorporated	Building Improvements	04/01/23	04/30/23	6000	1220	54010	\$137,242.49
5448-0001 SERV	Mansfield Power and Gas LLC	Natural Gas	03/01/23	03/31/23	1000	1100	53200	\$57,472.59
5461-0001 SERV	Nicor Gas	Natural Gas	04/01/23	05/01/23	1000	1100	53200	\$16,375.98
6290-0001 SERV	Red Wing Brands of America Inc.	Operating Supplies & Materials	02/23/23	02/22/24	1000	1100	52200	\$634.47
6284-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	02/24/23	02/23/24	1000	1100	52270	\$3,093.03
4243-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Rental Of Office Space	06/01/23	06/30/23	1000	1100	53400	\$23,949.07
6119-0001 SERV	The Home Depot Pro	Cleaning Supplies	11/09/22	10/31/25	1000	1100	52280	\$2,333.14
5384-0001 SERV	The Standard Companies	Cleaning Supplies	07/14/21	07/13/23	1000	1100	52280	\$25,858.55
5215-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	04/14/21	04/13/23	1000	1100	53300	\$7,555.00
6125-0001 SERV	Valdes Supply	Cleaning Supplies	05/01/23	05/31/23	1000	1100	52280	\$6,564.90
5425-0001 SERV	Village of Winfield	Water & Sewer	04/10/23	05/11/23	1000	1100	53220	\$439.04
4639-0001 SERV	Weatherproofing Technologies, Inc. (subsidiary of Tremco)	Repair & Maintenance Facilities	05/01/20	03/31/24	1000	1100	53300	\$1,427.55
5403-0001 SERV	Wheaton Sanitary	Water & Sewer	04/04/23	05/04/23	1000	1100	53220	\$23,162.42
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	02/01/23	02/28/23	6000	1220	54010	\$36,001.22
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	04/01/23	04/30/23	6000	1220	54010	\$1,678,470.42



Budget Transfer

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

File #: 23-2318

Agenda Date: 7/11/2023

Agenda #: 7.A.

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

FACILITIES MANAGEMENT

From: 1000
Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1100	53210		ELECTRICITY	\$ 150,000.00	1,571,605.04	1,421,605.04	6/28/23
1100	53220		WATER & SEWER	\$ 50,000.00	574,067.46	524,067.46	6/28/23
			Total	\$ 200,000.00			

FACILITIES MANAGEMENT

To: 1000
Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1100	50010		OVERTIME	\$ 200,000.00	39,538.62	239,538.62	6/28/23
			Total	\$ 200,000.00			

Reason for Request:

Facilities management - \$200,000 budget transfer needed to cover overtime costs due to employee staffing shortages and additional overtime related to projects on campus. Funds will move from account 1000-1100-53210 (Electricity) to account 1000-1100-50010 (Overtime) in the amount of \$150,000 and 1000-1100-53220 (Water & Sewer) to account 1000-1100-50010 (Overtime) in the amount of \$50,000.

Signature on File

Department Head

CM

Chief Financial Officer

6/27/23

Date: *6/30/23*

Date

Activity

(optional)

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

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

PW - 7/1/23

FIN/CB - 7/18/23

(Signature)



Budget Transfer

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

File #: 23-2319

Agenda Date: 7/11/2023

Agenda #: 7.B.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective May 3, 2023

INFRASTRUCTURE CONTINGENCY
 From: Company/Accounting Unit Name

From: 6000
 Company #

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1195	53828		CONTINGENCIES	\$ 2,500,000.00	2,876,457.00	376,457.00	6/2/23
Total				\$ 2,500,000.00			

FAC MGMT CTY INFRASTRUCTURE
 To: Company/Accounting Unit Name

To: 6000
 Company #

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
1220	54010		BUILDING IMPROVEMENTS	\$ 2,500,000.00	11,645,740.83	14,145,740.83	6/2/23
Total				\$ 2,500,000.00			

Reason for Request:

Requesting transfer from Infrastructure Contingency to Building Improvements for parking decks, sidewalks and campus stormwater.

[Signature]
 Department Head
[Signature]
 Chief Financial Officer

6/27/23
 Date
6/23/23
 Date

Activity _____
 (optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

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

PW - 7/11/23

FIN/CLB - 7/18/23



Consent Item

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

File #: 23-2320

Agenda Date: 7/11/2023

Agenda #: 8.A.

Consent
PW 7/11
CB 7/18



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 20, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5777-1 SERV	Original Purchase Order Date: May 15, 2022	Change Order #: 1	Department: Facilities Management
Vendor Name: C. Armbrust Plumbing & Heating	Vendor #: 12671		Dept Contact: Katie Boffa
Background and/or Reason for Change Order Request:	Change order to decrease line 1 \$25,000.00, line 3 \$25,000.00 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 \$50,000.00
B	Net \$ change for previous Change Orders \$0.00
C	Current contract amount (A + B) \$50,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease (\$50,000.00)
E	New contract amount (C + D) \$0.00
F	Percent of current contract value this Change Order represents (D / C) -100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) -100.00%

DECISION MEMO NOT REQUIRED

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

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

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

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

OTHER - explain below: _____

KB	5695	Jun 20, 2023	<i>mwk</i>	x 6800	6/20/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>klc</i> Procurement Officer		Date	07/01/2023
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date	



Consent Item

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

File #: 23-2321

Agenda Date: 7/11/2023

Agenda #: 8.B.

consent
PW 7/11
CB 7/18



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

Date: Jun 20, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 3782-1 SERV	Original Purchase Order Date: Apr 1, 2019	Change Order #: 3	Department: Facilities Management
Vendor Name: Kone Inc	Vendor #: 12101	Dept Contact: Katie Boffa	
Background and/or Reason for Change Order Request:	Change order to decrease line 1 \$226,213.81, line 2 \$270.26, line 3 \$192.38, line 4 \$420.15 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	\$1,998,063.69
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$1,998,063.69
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$227,096.60)
E	New contract amount (C + D)	\$1,770,967.09
F	Percent of current contract value this Change Order represents (D / C)	-11.37%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-11.37%
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	Jun 20, 2023	<i>MWK</i>	*6800	6/21/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>MCA</i>	Procurement Officer	Date	<i>07/05/2023</i>
Chief Financial Officer (Decision Memos Over \$25,000)	Date		Chairman's Office (Decision Memos Over \$25,000)	Date	



Consent Item

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

File #: 23-2322

Agenda Date: 7/11/2023

Agenda #: 8.C.

Consent
PW 7/11
CB 7/18



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: May 9, 2023

MinuteTraq (IQM2) ID #: 23-1796

Purchase Order #: 4715-1 SERV	Original Purchase Order Date: Jul 14, 2020	Change Order #: 7	Department: Facilities Management
Vendor Name: Wight Construction Services, Inc.		Vendor #: 26311	Dept Contact: Cathie Figlewski
Background and/or Reason for Change Order Request:	Extend contract 4715-0001 SERV to December 31, 2025. No change in contract amount.		
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	\$20,250,000.00
B	Net \$ change for previous Change Orders	\$1,039,431.00
C	Current contract amount (A + B)	\$21,289,431.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$21,289,431.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	5.13%

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: Nov 30, 2023 to: Dec 31, 2025
- Increase \geq \$2,500.00, or \geq 10%, of current contract amount Funding Source _____
- OTHER - explain below:

CAF	5665	May 9, 2023	<i>[Signature]</i> Signature on file	r6800	5/9/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	<i>[Signature]</i> Procurement Officer		<u>07/05/2023</u> Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



Decision Memo

Procurement Services Division

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

Date: May 9, 2023

MinuteTraq (IQM2) ID #: 23-1796

Department Requisition #: _____

Requesting Department: Facilities Management	Department Contact: Tim Harbaugh
Contact Email: tim.harbaugh@dupageco.org	Contact Phone: x5670
Vendor Name: Wight Construction Services, Inc.	Vendor #: 26311

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

Change order to extend contract to December 31, 2025, in order to complete various capital projects that were made part of the existing agreement; additional work with uncommitted dollars is being pursued. No change in contract total.

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

Requesting to extend this agreement in order to complete various capital projects that were made part of the existing agreement, and for projects being prepared for consideration by the county Board which requires planning, preliminary design and construction cost estimating. No change to contract total.

Strategic Impact

Financial Planning

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

Staff is working at maximum work load to manage majority of the construction projects on campus.

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

The selection of this firm was based on the need to complete work as expeditiously and efficiently as practical to provide the needed benefits these projects will provide, and past experience of the two most recent construction projects completed on the County Campus, the DU-COMM "911" facility and the Linda Kurzawa Community Center by Wight Construction Services, Inc.

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

1. Approve a change order to extend the contract expiration date to December 31, 2025. No change in contract total.
2. Go through the bidding / Quality Based Selection process to look for a vendor with the same qualifications, knowledgeable staff and overall experience as Wight Construction Services, Inc.

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

No fiscal impact. Contract extension only.



Required Vendor Ethics Disclosure Statement

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

Date: Jun 9, 2023

Bid/Contract/PO #: _____

Company Name: Wight & Company	Company Contact: Carol Roglin
Contact Phone: 630.969.7000	Contact Email: croglin@wightco.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Mark Wight	630.739.7373	mwight@wightco.com
Patrick Cermak	630.739.6520	pcermak@wightco.com
Jason Dwyer	630.739.6921	jdwyer@wightco.com
Ragan Freitag Pattison	630.739.6937	rpattison@wightco.com
Carol Roglin	630.739.6496	croglin@wightco.com
Jim Nagle	630.739.6932	jnagle@wightco.com

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Carol Roglin

Title Chief Financial Officer, Secretary, and Treasurer

Date Jun 9, 2023

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



Required Vendor Ethics Disclosure Statement

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

Date: Jun 9, 2023

Bid/Contract/PO #: _____

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

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Mark Wight	630.739.7373	mwight@wightco.com
Pat Cermak	630.739.6520	pcermak@wightco.com
Jason Dwyer	630.739.6921	jdwyer@wightco.com
Ragan Freitag Pattison	630.739.6937	rpattison@wightco.com
Carol Roglin	630.739.6496	croglin@wightco.com
Jim Nagle	630.739.6932	jnagle@wightco.com

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

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

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

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

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

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

Authorized Signature Signature on file
 Printed Name Carol Roglin
 Title Chief Financial Officer, Secretary, and Treasurer
 Date Jun 9, 2023

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



File #: FM-P-0073-23

Agenda Date: 7/11/2023

Agenda #: 9.A.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WSP USA DESIGN, INC.
FOR ON-CALL PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT

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

WHEREAS, the COUNTY requires professional architectural and engineering services on an on-call as needed basis, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for various projects to maintain and repair assorted County buildings; and

WHEREAS, the COUNTY requires professional architectural and engineering services for Window Design at the South Wing Care Center and construction administration for the DuPage County Historical Museum Masonry/Building Stabilization, Façade, and Gutter Repairs; and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional architectural and engineering services and is willing to perform the required services for an amount not to exceed ninety-five thousand dollars and no cents (\$95,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353 of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and WSP USA Design, Inc. is hereby accepted and approved in an amount not to exceed ninety-five thousand dollars and no cents (\$95,000.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to WSP USA Design, Inc., P.O. Box 21120, New York, NY 10087-1120 and Civil Division / State's Attorney's Office.

Enacted and approved this 18th day of July, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2213	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: WSP USA Design, Inc.	VENDOR #: 28067	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Roxanne Knapp	VENDOR CONTACT PHONE: 312-577-3319	DEPT CONTACT PHONE #: 630-407-5670	DEPT CONTACT EMAIL: Tim.harbaugh@dupageco.org
VENDOR CONTACT EMAIL: Roxanne.Knapp@wsp.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to WSP USA Design, Inc., to provide on-call Professional Architectural and Engineering Services, as needed, window design at the South Wing Care Center and construction administration for the DuPage County Historical Museum masonry/building stabilization, façade and gutter repairs, for Facilities Management, for the period July 18, 2023, through November 30, 2026, for a total contract amount not to exceed \$95,000, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/01 et. seq			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Architectural and engineering services are required but not limited to, facilitate mechanical and structural review, code review during the design process, cost estimating for project feasibility and alternatives, specifications for repairs or upgrades, architectural investigations, recommendations and specifications for maintenance projects, small projects requiring architecture or engineer stamped drawings for permit, and grant projects requiring a timely submittal.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. A request for Statement of Interest for Architectural and Engineering Services was issued, six firms responded. Staff has reviewed the qualifications of these firms and narrowed the selection to three firms to perform this consulting on behalf of the County and has determined that WSP USA Design, Inc. possesses the qualified architectural and engineering staff to provide professional architectural and engineering consulting services on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends approval of a professional services contract with WSP USA Design, Inc. to provide architectural and engineering services as needed for the County campus, window design at the South Wing Care Center and construction administration for the DuPage County Historical Museum masonry, facade and gutter repairs, for Facilities Management, for a not to exceed contract in the amount of \$95,000. 2) Select another firm to provide these consulting services. However, staff does not recommend this, and has determined that WSP USA Design, Inc. possesses the qualified architectural and engineering staff to provide professional architectural and engineering consulting services on behalf of the County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: WSP USA Design, Inc.	Vendor#: 28067	Dept: Facilities Management	Division: FMAccountsPayable@dupageco.org
Attn: Roxanne Kanpp	Email: Roxanne.Knapp@wsp.com	Attn:	Email:
Address: One Penn Plaza, 4th Floor	City: New York	Address: 421 N. County Farm Rd.	City: Wheaton
State: NY	Zip: 10119	State: IL	Zip: 60187
Phone: 312-577-3319	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: WSP USA Design, Inc.	Vendor#: 28067	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupageco.org
Address:	City:	Address: 421 N. County Farm Rd.	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 18, 2023	Contract End Date (PO25): Nov 30, 2026
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Architectural and Engineering	FY23	6000	1220	54010	2205620	34,000.00	34,000.00
2	1	LO		Architectural and Engineering	FY24	1200	2040	53010		17,250.00	17,250.00
3	1	LO		On-Call Architectural and Engineering	FY24	1000	1100	53010		14,000.00	14,000.00
4	1	EA		On-Call Architectural and Engineering	FY25	1000	1100	53010		14,750.00	14,750.00
5	1	EA		On-Call Architectural and Engineering	FY26	1000	1100	53010		15,000.00	15,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 95,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Architectural and Engineering Services
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Christine Kliebhan, Cathie Figlewski & Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW 7/11/23 CB 7/18/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WSP USA DESIGN, INC.
FOR ON-CALL PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT

This Professional Service Agreement (“AGREEMENT”), is made this 18th day of July, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and WSP USA Design, Inc., licensed to do business in the State of Illinois, with offices at P.O. Box 21120, New York, NY 10087-1120; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

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

WHEREAS, the COUNTY requires professional architectural and engineering services on an on-call as needed basis, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates, and Scheduling Projections), for various projects to maintain and repair assorted County buildings; and

WHEREAS, the COUNTY requires professional architectural and engineering services for Window Design at the South Wing Care Center and construction administration for the DuPage County Historical Museum Masonry, Façade and Gutter repairs project; and

WHEREAS, the Consultant has experience and expertise in this area and is in the business of providing such professional architectural and engineering services and is willing to perform the required services for an amount not to exceed Ninety-five thousand dollars and no cents (\$95,000.00); and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and WSP USA Design, Inc. is hereby accepted and approved in an amount not to exceed Ninety-five thousand dollars and no cents (\$95,000.00)and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 SCOPE OF SERVICES.

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

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Deputy Director of the of the DuPage County Facilities Management Department, (hereinafter referred to as the "DEPUTY DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the DEPUTY DIRECTOR or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DEPUTY DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All services required hereunder shall be completed by November 30, 2026, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

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

7.0 COMPENSATION.

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed Ninety-five thousand dollars and no cents (\$95,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

- 7.3 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit "C." The CONSULTANT may periodically invoice the COUNTY for payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the staff time spent for each particular work item or assignment.
- 7.4 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
- 7.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.6 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.7 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.8 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates

have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

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

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

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

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

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An**

Endorsement must also be provided naming the County of DuPage c/o Facilities Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

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

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

- 8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending

through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S, and its vendors', standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage

resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS.

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

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

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

- 13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

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

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

- (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2026, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2026.

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

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a

violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

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

19.0 SEVERABILITY.

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

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

WSP USA Design, Inc.
P.O. Box 21120
New York, NY 10087-1120
ATTN: Matt Herman, Sr Vice President

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

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

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday-Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

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

24.0 QUALIFICATIONS

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

24.2 The CONSULTANT’s key personnel specified in the AGREEMENT (List Titles:) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor’s name and resume of their qualifications.

The COUNTY shall have the right to approve or reject the proposed successor.

- 24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.
- 24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

- 25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

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

COUNTY OF DUPAGE

WSP USA Design, Inc.

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

BY: Signature on file
MATT HERMAN
SR. VICE PRESIDENT

ATTEST:

ATTEST:

BY: _____
JEAN KACZMAREK
DU PAGE COUNTY CLERK

BY: Signature on file
NAME:
TITLE:

EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional architectural and engineering services contract, for the period, from July 18, 2023 through November 30, 2026.

Historic Museum Stabilization:

Permitting

1. Prepare application for permit submittal
2. Coordinate submittal of scaffolding and public safety documentation with contractor
3. Respond to commentary as needed for final issuance

Bidding

1. Review and coordination of procurement documents with County staff
2. Preparation of Bid Forms
3. Attending Mandatory Pre-Bid Meeting(s) – 2 Anticipated
4. Respond to Bidder Requests for Information
5. Preparation of Addenda as Needed
6. Attendance at Bid Opening
7. Development of Bid Comparisons
8. Communication with References for Confirmation of Past Performance
9. Development of Professional Recommendation

Construction Administration

1. Review of Shop Submittals for Design Intent.
2. Respond to Contractor generated Requests for Information.
4. Participation in weekly on-site Meetings
5. Site Visits
 - a. Interior work (6 weeks) – 2 visits per week by Project PM - Scott Flanagan
 - b. Exterior work (6 weeks) - 2 visits per week by Project PM - Scott Flanagan
6. Review and Approval of Contractor Pay Applications
7. Construction Review and preparation of final Punch List.

Care Center Window Replacement:

Documentation

Develop bidding and construction documentation to address the replacement of all remaining original windows at the Care Center South Wing.

Construction Administration

Review of Shop Submittals for Design Intent, Respond to Requests for Information and attend (3) coordination site visits.

On-Call Architectural Services:

Professional Architectural services on an On-Call basis for additional On-Campus or County Buildings. The scope of work for this section is yet to be determined and will be assigned at the discretion of Facilities Management.

EXHIBIT B
DELIVERABLES

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

Historic Museum Stabilization:

1. Bid Forms
2. Requests for Information Responses
3. Addenda as Needed
4. Bid Comparisons
5. Professional Recommendation of Bidders
6. Pay application reviews
7. Final Punch list

Care Center Window Replacement:

1. Construction Drawings and Specifications with Bid Forms
2. Requests for Information Responses
3. Addenda as Needed
4. Bid Comparisons
5. Professional Recommendation of Bidders
6. Pay application reviews
7. Final Punch list

On-Call Architectural Services:

To be Determined as scope is established.

EXHIBIT C

SCHEDULE OF FEES (AND)(HOURLY RATES FOR CONSULTANT'S STAFF)

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of fees.

COMPENSATION

Payment for work shall be for actual hours spent at the billing rate indicated below + reimbursables and a not to exceed limitation as follows:

Compensation for the services described herein are outlined below. WSP will, at its discretion, allocate fees across tasks based on the ongoing needs of the project while managing the overall fee.

Historic Museum Stabilization	Hours	Rate	FEES
Permitting	16	\$170	\$ 2,720
Bidding	40	\$170	\$ 6,800
Construction Administration			
Interior Scope of Work	72	\$170	\$ 12,240
Exterior Scope of Work - Arch	72	\$170	\$ 12,240
Sub-Total			\$ 34,000
Care Center Window Replacement			
Documentation	85	\$150	\$ 12,750
Construction Administration	30	\$150	\$ 4,500
Sub-Total			\$ 17,250
On-Call Architectural Services			
Professional Architectural Services	TBD	\$150	\$ 43,750
TOTAL			\$ 95,000

Note: Billing Rate will escalate by 3% on January 1 of each new year.

<i>Staff Classification</i>	Hourly Billing Rate (USD \$)
<i>Intern/Coordinator</i>	\$69.00
<i>Assistant Consultant, Arch.</i>	\$79.00
<i>Assistant Consultant, BE</i>	\$89.00
<i>Assistant Consultant, Mech. Eng.</i>	\$89.00
<i>Assistant Consultant, Struct. Eng.</i>	\$96.00
<i>Assistant VP, Arch</i>	\$150.00
<i>Assistant VP, Encl.</i>	\$179.00
<i>Assistant VP, Struct. Eng.</i>	\$189.00
<i>Associate Consultant, Arch.</i>	\$91.00
<i>Associate Consultant, Mech. Eng.</i>	\$104.00
<i>Associate Consultant, Struct. Eng.</i>	\$106.00
<i>Consultant, Arch.</i>	\$109.00
<i>Consultant, Mech. Eng.</i>	\$124.00
<i>Consultant, Plumb. Eng.</i>	\$129.00
<i>Lead Consultant, Arch.</i>	\$142.00
<i>Lead Consultant, Encl.</i>	\$134.00
<i>Lead Consultant, Struct. Eng.</i>	\$132.00
<i>Lead Tech. Arch. Support Specialist</i>	\$109.00
<i>Lead Tech. Eng. Support Specialist</i>	\$134.00
<i>Sr. Consultant, Arch.</i>	\$116.00
<i>Sr. Consultant, BE</i>	\$116.00
<i>Sr. Consultant, Finance</i>	\$114.00
<i>Sr. Consultant, Elec. Eng.</i>	\$126.00
<i>Sr. Consultant, PFP. Eng.</i>	\$157.00
<i>Sr. Consultant, Struct. Eng.</i>	\$142.00
<i>Sr. Coordinator, Tech. Eng. Support</i>	\$86.00
<i>Sr. Lead Consultant, Arch.</i>	\$170.00
<i>Sr. VP I, District Business Line</i>	\$341.00
<i>Sr. VP, LBL, Struct.</i>	\$303.00
<i>Sr. VP, Local Business Leader</i>	\$258.00
<i>Sr. VP, Elec. Eng.</i>	\$227.00
<i>VP, Architect</i>	\$242.00
<i>VP, Mech. Eng.</i>	\$245.00



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: WSP USA Design Inc.	Company Contact: Laura Unger, Asst. General Counsel
Contact Phone: 206-382-5282	Contact Email: complianceusa@wsp.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Donald Puchalski	WSP USA Inc. (1/3 owner)	Political Contribution - check	\$2,500.00	Sep 20, 2022

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file
 Printed Name Hillary F. Jassey
 Title Secretary
 Date Jun 9, 2023

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0074-23

Agenda Date: 7/11/2023

Agenda #: 10.A.

AWARDING RESOLUTION
ISSUED TO ASHLAND DOOR SOLUTIONS LLC
TO PROVIDE DOOR MAINTENANCE, DOOR SALES
AND INSTALLATION
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$30,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales and installation, as needed for County Facilities, for the period July 19, 2023 through July 18, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide door maintenance, door sales and installation, as needed for County Facilities, for the period July 19, 2023 through July 18, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Ashland Door Solutions LLC, 185 Martin Lane, Elk Grove Village, IL 60007, for a contract total amount not to exceed \$30,000.00.

Enacted and approved this 18th day of July, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2229	RFP, BID, QUOTE OR RENEWAL #: 23-080-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$30,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Ashland Door Solutions LLC	VENDOR #: 22435	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Denise Boyd	VENDOR CONTACT PHONE: 773-348-5106 x102	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: denise@ashlanddoor.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales and installation, as needed for County facilities, for Facilities Management, for the period July 19, 2023 through July 18, 2024, for a contract total amount not to exceed \$30,000, per lowest responsible bid #23-080-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Facilities Management requires door hardware, doors, frames and parts to repair and replace worn doors, door hardware and services to install new doors, frames and hardware in order to maintain security and to ensure the integrity of the County facilities building envelope.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ashland Door Solutions LLC	Vendor#: 22435	Dept: Facilities Management	Division:
Attn: Denise Boyd	Email: denise@ashlanddoor.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 185 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 773-348-5106 x102	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ashland Door Solutions LLC	Vendor#: 22435	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 2510 N. Ashland Avenue	City: Chicago	Address: various locations	City: Wheaton
State: IL	Zip: 60614	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 19, 2023	Contract End Date (PO25): Jul 18, 2024
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Materials & Supplies	FY23	1000	1100	52270		1.00	1.00
2	1	LO		Labor & Miscellaneous Services	FY23	1000	1100	53300		1.00	1.00
3	1	LO		Materials & Supplies	FY24	1000	1100	52270		499.00	499.00
4	1	LO		Labor & Miscellaneous Services	FY24	1000	1100	53300		29,499.00	29,499.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 30,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide door maintenance, door sales and installation, as needed for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 07/11/23 County Board: 07/18/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
DOOR MAINTENANCE, DOOR SALES, AND INSTALLATION 23-080-FM
BID TABULATION**

NO.	ITEM	UOM	QTY	ASHLAND DOOR SOLUTIONS		UNITED DOOR AND DOCK LLC		BUILDERS CHICAGO CORPORATION		MR. HANDYMAN WHEATON-HINSDALE	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00	\$ 139.00	\$ 13,900.00	\$ 140.00	\$ 14,000.00	\$ 157.00	\$ 15,700.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00	\$ 189.00	\$ 1,512.00	\$ 183.00	\$ 1,464.00	\$ 235.00	\$ 1,880.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00	\$ 195.00	\$ 1,560.00	\$ 215.00	\$ 1,720.00	NO BID	
NO.	ITEM	VALUE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	
4	Von Duprin	\$5,000	-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00	
5	Schlage	\$5,000	-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00	
6	Adams Rite	\$5,000	-25%	\$ 3,750.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00	
7	LCN	\$5,000	-15%	\$ 4,250.00	20.00%	\$ 6,000.00	20.00%	\$ 6,000.00	30.00%	\$ 6,500.00	
8	Sargent	\$2,000	-25%	\$ 1,500.00	20.00%	\$ 2,400.00	20.00%	\$ 2,400.00	30.00%	\$ 2,600.00	
9	Folger Adams	\$2,000	-25%	\$ 1,500.00	20.00%	\$ 2,400.00	20.00%	\$ 2,400.00	30.00%	\$ 2,600.00	
10	Curries	\$10,000	-20%	\$ 8,000.00	20.00%	\$ 12,000.00	20.00%	\$ 12,000.00	20.00%	\$ 12,000.00	
11	Steelcraft	\$15,000	-20%	\$ 12,000.00	20.00%	\$ 18,000.00	20.00%	\$ 18,000.00	20.00%	\$ 18,000.00	
12	Roton	\$500	-15%	\$ 425.00	20.00%	\$ 600.00	20.00%	\$ 600.00	40.00%	\$ 700.00	
13	Hager	\$1,000	-15%	\$ 850.00	20.00%	\$ 1,200.00	20.00%	\$ 1,200.00	30.00%	\$ 1,300.00	
14	Other Door & Frame Manufactures	\$20,000	-20%	\$ 16,000.00	20.00%	\$ 24,000.00	20.00%	\$ 24,000.00	20.00%	\$ 24,000.00	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00	\$ 75.00	\$ 375.00	\$ 100.00	\$ 500.00	\$ 245.00	\$ 1,225.00
16	Labor Charge for Door & Frame Installation	HR	80	\$ 165.00	\$ 13,200.00	\$ 139.00	\$ 11,120.00	\$ 140.00	\$ 11,200.00	\$ 157.00	\$ 12,560.00
GRAND TOTAL				\$	91,670.00	\$	113,067.00	\$	113,484.00	\$	118,565.00

NOTES

Bid Opening 6/13/2023 @ 2:30 PM	
Invitations Sent	24
Total Vendors Requesting Documents	2
Total Bid Responses	4

SECTION 7 - BID FORM PRICING

Bidder shall provide pricing for Sections 1 – 3. Hourly rates shall include overhead. Quantity listed are canvassing quantities. Goods shall be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	RATE	EXTENDED PRICE
SECTION 1: Hourly Rates					
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00
NO.	ITEM	VALUE	MARKUP/DISCOUNT OF ADJUSTMENT (-, +) %	EXTENDED PRICE	
Section 2: Materials & Supplies Fabrication of doors or frames that is subcontracted shall be pre-approved by the County and Contractor's markup shall be 5%.					
4	Von Duprin	\$5,000	% 15	\$ 4,250.00	
5	Schlage	\$5,000	% 15	\$ 4,250.00	
6	Adams Rite	\$5,000	% 25	\$ 3,750.00	
7	LCN	\$5,000	% 15	\$ 4,250.00	
8	Sargent	\$2,000	% 25	\$ 1,500.00	
9	Folger Adams	\$2,000	% 25	\$ 1,500.00	
10	Curries	\$10,000	% 20	\$ 8,000.00	
11	Steelcraft	\$15,000	% 20	\$ 12,000.00	
12	Roton	\$500	% 15	\$ 425.00	
13	Hager	\$1,000	% 15	\$ 850.00	
14	Other Door & Frame Manufacturers	\$20,000	% 20	\$ 16,000.00	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 3: Miscellaneous Services					
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00
16	Labor Charge for Door & Frame Installation	HR	80	\$ 165.00	\$ 13,200.00
GRAND TOTAL					\$ 91,670.00
GRAND TOTAL (In words) Ninety One Thousand, Six Hundred and Seventy Dollars, Zero Cents					

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File

X

(Signature and Title)

VP Operations

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 31st day of May AD, 2023

Signature on File

✓

(Notary Public)

My Commission Expires: 6-1-23



SEAL

**SECTION 9 - MANDATORY FORM
DOOR MAINTENANCE, DOOR SALES, AND INSTALLATION 23-080-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Ashland Door Solutions		
Main Business Address	185 Martin Lane		
City, State, Zip Code	Elk Grove Village, IL 60007		
Telephone Number	773-348-5106 x 102	Email Address	denise@ashlanddoor.com
Bid Contact Person	Denise Boyd		

The undersigned certifies that he is:

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

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

Anne Gruber *Signature on File*

(President or Partner) (Vice-President or Partner)

James Gruber *Signature on File*

(Secretary or Partner) (Treasurer or Partner)

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

Addenda No. __, ____, ____, and ____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Ashland Door Solutions	NAME	Ashland Door Solutions
CONTACT	Denise Boyd	CONTACT	Denise Boyd
ADDRESS	185 Martin Lane	ADDRESS	2510 N Ashland Avenue
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Chicago, IL 60614
TX	773-348-5106 x 102	TX	773-348-5106 x 102
FX		FX	
EMAIL	denise@ashlanddoor.com	EMAIL	denise@ashlanddoor.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road 2-700 Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: Mary.Ventrella@dupageco.org	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED

(FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

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

Date: **5-26-2023**

Bid/Contract/PO #: **23-080-FM**

Company Name: Ashland Door Solutions	Company Contact: Denise Boyd
Contact Phone: 773-348-5106 x 102	Contact Email: denise@ashlanddoor.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on File** _____
 Printed Name **Denise Boyd** _____
 Title **VP Operations** _____
 Date **5-26-2023** _____

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



Facilities Management Requisition Under \$30K

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

File #: 23-2323

Agenda Date: 7/11/2023

Agenda #: 10.B.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2228	RFP, BID, QUOTE OR RENEWAL #: 23-079-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Ashland Lock & Security Solutions	VENDOR #: 30938	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Denise Boyd	VENDOR CONTACT PHONE: 773-348-5106 x102	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: denise@ashlanddoor.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Ashland Lock & Security Solutions, to provide lock smith services, maintenance & installation, as needed for County facilities, for Facilities Management, for the period July 19, 2023 through July 18, 2024, for a contract total amount not to exceed \$25,000, per lowest responsible bid #23-079-FM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Facilities Management requires door hardware, locks, keys and parts to repair and replace door hardware and services to install door hardware in order to maintain security and to ensure the integrity of the County facilities building envelope.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ashland Lock & Security Solutions	Vendor#: 30938	Dept: Facilities Management	Division:
Attn: Denise Boyd	Email: denise@ashlanddoor.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 185 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 773-348-5106 x102	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ashland Lock & Security Solutions	Vendor#: 30938	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 2510 N. Ashland Avenue	City: Chicago	Address: various locations	City: Wheaton
State: IL	Zip: 60614	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 19, 2023	Contract End Date (PO25): Jul 18, 2024
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Materials & Supplies	FY23	1000	1100	52270		11,500.00	11,500.00
2	1	LO		Labor & Miscellaneous Services	FY23	1000	1100	53300		1,000.00	1,000.00
3	1	LO		Materials & Supplies	FY24	1000	1100	52270		11,500.00	11,500.00
4	1	LO		Labor & Miscellaneous Services	FY24	1000	1100	53300		1,000.00	1,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 25,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide lock smith services, maintenance & installation, as needed for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 07/11/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 LOCKSMITH SERVICES, MAINTENANCE, AND
 INSTALLATION 23-079-FM
 BID TABULATION



				ASHLAND LOCK & SECURITY SOLUTIONS	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00
NO.	ITEM	VALUE		MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE
4	Schlage	\$5,000		-15%	\$ 4,250.00
5	Schlage Primus Level-3	\$15,000		-10%	\$ 13,500.00
6	Medeco	\$1,000		-20%	\$ 800.00
7	Corbin Russwin	\$5,000		-15%	\$ 4,250.00
8	Von Duprin	\$5,000		-15%	\$ 4,250.00
9	Adams Rite	\$2,000		-25%	\$ 1,500.00
10	LCN	\$5,000		-15%	\$ 4,250.00
11	Folger Adams	\$2,000		-25%	\$ 1,500.00
12	ILCO	\$200		-10%	\$ 180.00
13	Master Lock	\$500		-10%	\$ 450.00
14	Sargent	\$2,000		-25%	\$ 1,500.00



ASHLAND LOCK & SECURITY SOLUTIONS

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00
16	Re-Keying Cylinders (Off-Site)	EA	30	\$ 45.00	\$ 1,350.00
17	Primus Cut Keys	EA	25	\$ 25.00	\$ 625.00
18	Misc. Key Cuts - Single Sided	EA	100	\$ 6.00	\$ 600.00
19	Misc. Key Cuts - Double Sided	EA	100	\$ 10.00	\$ 1,000.00
20	Barrel Cut Keys	EA	25	\$ 20.00	\$ 500.00
GRAND TOTAL					\$ 62,200.00

NOTES

Bid Opening 6/13/2023 @ 2:30 PM	VC, NE
Invitations Sent	35
Total Vendors Requesting Documents	2
Total Bid Responses	1

SECTION 7 - BID FORM PRICING

Bidder shall provide pricing for Sections 1 – 3. Hourly rates shall include overhead. Quantity listed are canvassing quantities. Goods shall be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	RATE	EXTENDED PRICE
SECTION 1: Locksmith Hourly Rates					
1	Hourly Rates - Normal Hours M - F 6:30 am - 4:30 pm	HR	100	\$ 165.00	\$ 16,500.00
2	Hourly Rates - After Normal Hours and Saturday	HR	8	\$ 247.50	\$ 1,980.00
3	Hourly Rates - Sundays and Holidays	HR	8	\$ 330.00	\$ 2,640.00

NO.	ITEM	VALUE	MARKUP/DISCOUNT OF ADJUSTMENT (-, +) %	EXTENDED PRICE
Section 2: Materials & Supplies				
4	Schlage	\$5,000	% 15	\$ 4,250.00
5	Schlage Primus Level-3	\$15,000	% 10	\$ 13,500.00
6	Medeco	\$1,000	% 20	\$ 800.00
7	Corbin Russwin	\$5,000	% 15	\$ 4,250.00
8	Von Duprin	\$5,000	% 15	\$ 4,250.00
9	Adams Rite	\$2,000	% 25	\$ 1,500.00
10	LCN	\$5,000	% 15	\$ 4,250.00
11	Folgers Adams	\$2,000	% 25	\$ 1,500.00
12	ILCO	\$200	% 10	\$ 180.00
13	Master Lock	\$500	% 10	\$ 450.00
14	Sargent	\$2,000	% 25	\$ 1,500.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 3: Miscellaneous Services					
15	Service/Mobilization/Cartage Charge per Job	EA	5	\$ 115.00	\$ 575.00
16	Re-keying Cylinders (Off-site)	EA	30	\$ 45.00	\$ 1,350.00
17	Primus Cut Keys	EA	25	\$ 25.00	\$ 625.00
18	Misc. Key Cuts - Single Sided	EA	100	\$ 6.00	\$ 600.00
19	Misc. Key Cuts - Double Sided	EA	100	\$ 10.00	\$ 1,000.00
20	Barrel Cut Keys	EA	25	\$ 20.00	\$ 500.00
GRAND TOTAL					\$ 62,200.00
GRAND TOTAL (In words)		Sixty Two Thousand, Two Hundred Dollars, and Zero Cents			

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File

X

VP Operations

(Signature and Title)

CORPORATE SEAL
(If available)

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

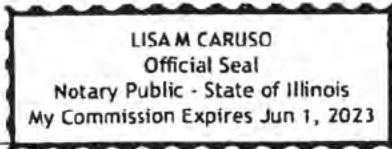
Subscribed and sworn to before me this 31st day of May AD, 2023

Signature on File

—

(Notary Public)

My Commission Expires: 6-1-23



SEAL

**SECTION 9 - MANDATORY FORM
LOCKSMITH SERVICES 23-079-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Ashland Lock & Security Solutions		
Main Business Address	2510 N Ashland Avenue		
City, State, Zip Code	Chicago, IL 60614		
Telephone Number	773-248-5106	Email Address	denise@ashlanddoor.com
Bid Contact Person	Denise Boyd		

The undersigned certifies that he is:

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

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

Anne Gruber

(President or Partner)

Signature on File

(Vice-President or Partner)

James Gruber

(Secretary or Treasurer)

Signature on File

(Treasurer or Partner)

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

Addenda No. _____, _____, and _____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Ashland Lock & Security Solutions	NAME	Ashland Lock & Security Solutions
CONTACT	Denise Boyd	CONTACT	Denise Boyd
ADDRESS	185 Martin Lane	ADDRESS	2510 N Ashland Avenue
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Chicago, IL 60614
TX	773-348-5106 x 102	TX	773-348-5106 x 102
FX		FX	
EMAIL	denise@ashlanddoor.com	EMAIL	denise@ashlanddoor.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road 2-700 Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	

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

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

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

Date: 5-26-2023

Bid/Contract/PO #: 23-079-FM

Company Name: Ashland Lock & Security Solutions	Company Contact: Anne Gruber
Contact Phone: 773-348-5106 x 101	Contact Email: anne@ashlandlock.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: Signature on File

Printed Name: Anne Gruber

Title: President

Date: 5-26-2023

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0075-23

Agenda Date: 7/11/2023

Agenda #: 10.C.

AWARDING RESOLUTION
ISSUED TO BERGLUND CONSTRUCTION COMPANY
FOR THE DU PAGE COUNTY HISTORICAL MUSEUM
MASONRY AND BUILDING STABILIZATION PROJECT
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$725,000)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Berglund Construction Company for the DuPage County Historical Museum masonry and building stabilization, facade and gutter rebuilding, for the period July 18, 2023 through August 31, 2024, for Facilities Management; and

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for the DuPage County Historical Museum masonry and building stabilization, facade and gutter rebuilding, for the period July 18, 2023 through August 31, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Department to Berglund Construction Company; 8410 S. South Chicago Avenue, Chicago, IL 60617, for a contract total amount not to exceed \$725,000, per lowest responsible bid #23-066-FM. (IDNR Grant Funded)

Enacted and approved this 18th day of July, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2252	RFP, BID, QUOTE OR RENEWAL #: 23-066-FM	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$725,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$725,000.00
	CURRENT TERM TOTAL COST: \$725,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Berglund Construction Company	VENDOR #:	DEPT: Facilities Mangement	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: John McHugh	VENDOR CONTACT PHONE: 773-374-1000 X2205	DEPT CONTACT PHONE #: 630-407-5670	DEPT CONTACT EMAIL: Tim.harbaugh@dupageco.org
VENDOR CONTACT EMAIL: jmchugh@berglundco.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Berglund Construction Company, for the DuPage County Historical Museum masonry/building stabilization, facade and gutter rebuilding, for Facilities Management, for the period July 18, 2023 through August 31, 2024, for a contract total amount not to exceed \$725,000, per lowest responsible bid #23-066-FM. (IDNR Grant Funded)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Illinois Department of Natural Resources has awarded a grant to the DuPage County Historical Museum (Wheaton Park District) to complete a much needed building restoration project that includes masonry/building stabilization, facade and gutter rebuilding.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Berglund Construction Company	Vendor#:	Dept: Facilities Management	Division:
Attn: John McHugh	Email: jmchugh@berglundco.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 8410 S. South Chicago Ave.	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60617	State: IL	Zip: 60187
Phone: 773-374-1000 X2205	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Berglund Construction Company	Vendor#:	Dept: DuPage County Historical Museum	Division:
Attn: Carol Hall	Email: chall@berglundco.com	Attn: Michelle Podkowa	Email: mpodkowa@wheatonparks.org
Address: 8410 S. South Chicago Ave.	City: Chicago	Address: 102 E. Wesley St.	City: Wheaton
State: IL	Zip: 60617	State: IL	Zip: 60187
Phone: 773-374-1000 X2227	Fax:	Phone: 630-510-4956	Fax: 630-665-5880
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 18, 2023	Contract End Date (PO25): Aug 31, 2024
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Building Improvements	FY23	6000	1220	54010	2205620	725,000.00	725,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 725,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. DuPage County Historical Museum Masonry, Facade and Gutter Repairs
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Katie Boffa & Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW 7/11/23 CB 7/18/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 DUPAGE COUNTY HISTORICAL MUSEUM MASONRY FACADE AND GUTTER
 IMPROVEMENTS 23-066-FM
 BID TABULATION



NO.	ITEM	UOM	QTY	Berglund Construction Company PRICE	Bulley & Andrews Masonry Restoration LLC PRICE	AGAE Contractors Inc. PRICE
1	Lump Sum	LS	1	\$ 725,000.00	\$ 927,056.50	\$ 1,100,000.00

NOTES

Bid Opening 6/23/2023 @ 11:00 AM	VC, NF
Invitations Sent	98
Total Vendors Requesting Documents	0
Total Bid Responses	3

BID PRICING

The undersigned hereby proposes to provide all labor, services, and materials necessary to remove and replace exterior masonry facade and gutter improvements DuPage County Historical Museum Masonry Facade and Gutter Improvements (including Masonry/Building Stabilization at the Gables and Historical Gutter Replication) according to the Drawings and Specifications of Bid #23-066-FM.

Bids shall be itemized as follows (each line item shall include related General Conditions).

NO	ITEM	UOM	QTY	PRICE
1.	Lump Sum to include all Scopes indicated on Lines A, B, C, D, E, F, and G.	LS	1	\$ 715,000 725,000
GRAND TOTAL				\$ 715,000 725,000
GRAND TOTAL (In words)		Seven hundred and fifteen thousand dollars		

Seven hundred and twenty five thousand dollars

PRICE	LINE ITEM
\$ 103,000	A – Interior Non-structural Work as described below.
\$ 125,000	B – Interior Structural Work as described below.
\$ 113,000	C – Exterior Work related to Exterior Masonry Restoration of Gables as described below.
\$ 75,000	D – Exterior work related to Masonry Reconstruction of Chimney as described below.
\$ 5,000	E – Exterior work related to Exterior Lightning Protection Scope as described below.
<u>179,000</u> \$ 169,000	F – Exterior work related to Exterior Scaffolding Scope as described below.
\$ 25,000	G – Exterior work related to Gutter Scope as described below.

INTERIOR WORK

Line A

All Interior Carpentry/Millwork/Plaster/Paint etc. shown on Sheets A1.0 AND A1.1. Include any necessary Scaffolding, Platforms, Protection, Barriers, etc. required for this Interior Scope. General Notes, Specification Sheets and Bid Document Instructions/Sheets/Forms also apply.

Line B

All interior structural reinforcement scope as shown on Sheets S1.0, S2.0, S2.1, S2.2, and S3.0. Include any necessary scaffolding, platforms, protection, barriers, etc. required for this interior scope. General Notes, Specification Sheets, and Bid Document Instructions/Sheets/Forms also apply.

Bid Alternate #1: \$ 22,000

Remove and salvage all carpet within the multi-purpose room. Remove all laminate flooring within the multi-purpose room. Re-install all existing carpeting within the multi-purpose room. Refer to Sheet A1.1.

EXTERIOR WORK

Line C

All masonry reinforcement, restoration, and tuckpointing shown on the gable ends of the north, east, south, and west elevations - above the eave line. Reference sheets A2.1 and A2.2.

Bid Alternate #2: \$ 22,000

Provide alternate bid value to add copper roof and gutter removal and replacement on lower bay refer to photos A/A1.2 & B/A1.2. Refer to Sheet A1.2.

Line D – Exterior/Interior Chimney Scope

Include all interior/exterior scope to reconstruct the existing chimney flue liner, cap, flashing, limestone, and masonry to make it fully operational. Reference Sheets A2.1 and A2.2.

Line E – Exterior Lightning Protection Scope

Include removal and re-installation of existing lightning protection system as required to perform masonry tuckpointing and gutter work. Re-install per existing conditions as required to maintain warranties.

Line F - Exterior Scaffolding, Lifts, and Sidewalk Protection Scope

Include Exterior Scaffolding, Lifts, and Sidewalk protection as required to perform all exterior work.

Line G - Exterior Gutter and Metal Flashing Scope

Remove added gutter profiles and expose existing original gutters. Include all roofing and flashing modifications to peel back roof overlay and expose the existing copper gutters. Patch any holes, splices, tears, or open joints with new copper infills/patches and solder all connections/joints. interior of gutters to be coated with fluid applied waterproofing.

Exterior Gutter Scope

Bid Alternate #3: \$ ~~82,000~~ 82,000

Remove added gutter profiles and expose existing original gutters. Include all roofing and flashing modifications to peel back roof overlay and expose the existing copper gutters. Remove original historical gutters from building. remove gutter overlay/wrap from existing gutter core/substrate. Re-wrap gutters with new copper and re-install gutters with new downspouts leading to the existing gutter box scuppers. Interior of new gutter wrap to be coated with fluid applied waterproofing.

Exterior Gutter Scope

Bid Alternate #3A: \$ 130,000

Remove added gutter profiles and expose existing original gutters. include all roofing and flashing modifications to peel back roof overlay and expose the existing copper gutters. Remove original historical gutters from building. Replicate entire gutter profile with new substrate, wrap, and detailing. Install new gutters with new downspouts leading to the existing gutter box scuppers. Interior of new gutter wrap to be coated with fluid applied waterproofing.

UNIT COST

Grind and Repoint Limestone Joints \$ 40.00 per linear foot.

Remove existing joint mortar by hand and/or using mechanical grinders taking care not to damage the face of the stone. see notes and specification for details, procedure, and products.

Remove and Reset Limestone Masonry Unit \$ 400.00 per linear foot.

Remove and salvage limestone unit for reinstallation. Number individual stones keyed to the elevation drawings for reinstallation in the same location. reinstall with stainless steel strap anchors or ties if accessible. For coping stones, include decorative volutes. See drawings for details.

Remove and Reset Limestone Coping \$ 400.00 per linear foot.

Remove and salvage limestone coping stone, install copper sawtooth flashing (no exposed drip flashing) and SS pins in epoxy; 2 per stone. install mortar sealant in skyward joints w/ bond breaker tape.

Patched Damaged Limestone Units in Place \$ 350.00 per linear foot.

- Sawcut perimeter of damaged area to a depth of 1/2" vertically or horizontally, chip back damaged stone until solid surface with hand tools, if possible, to a 1/4 surface magnitude. Consult with Architect for patching individual stones.
- Prepare surface as required for installation of the patch material.
- Install patch material per manufacturers recommendations and shape and texture to match adjacent stone.
- The installing technician should be experienced with patch material.

Masonry Anchor – Helical \$ 100.00 per linear foot.

Install stainless steel helical anchor (Helifix Dryfix); patch hole to match surrounding with specified patching material. Install stainless steel joint reinforcement (Helifix Helibar), including Helibound; repoint as shown on documents.

Copper Roof Flashing at Parapet \$ 300.00 per linear foot.

Install new surface mounted copper roof termination flashing of the newly repaired Parapets. Tie into existing underlayment and extend counter-flashing over roofing material similar to existing. include copper crickets and vent stack flashing as required.

Limestone Crack Injection Adhesive \$ 100.00 per linear foot.

Install high-flow adhesive into existing hairline cracks.

Windows \$ 20.00 per linear foot (sealant).

Replace window sealant - remove existing sealant from masonry 100%; prep, prime and install new hybrid sealant (NP-100).

Windows \$ 1,500 per 4' x 2' window unit (paint)

\$ 1,500 per 4' x 4.5" window unit (paint)

\$ 1,500 per 4' x 7' window unit (paint)

\$ 1,500 per 3' x 5' window unit (paint)

Refinish window frames - prime and paint window frames on main facade. Color TBD.

SIGNATURE PAGE

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

X Signature on file _____
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 23rd day of June AD, 2023

April L Franklin Wilson
Signature on file _____ My Commission Expires: March 23, 2027
(Notary Public)



Commission No. 969157
SEAL



Required Vendor Ethics Disclosure Statement

Date: June 23, 2023

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

Bid/Contract/PO #: 23-266-FM

Company Name: <u>Berglund Construction Company</u>	Company Contact: <u>John McHugh</u>
Contact Phone: <u>773-374-1000</u>	Contact Email: <u>jmchugh@berglundco.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Jack Tribbia

Title President - Restoration

Date June 23, 2023

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



Public Works Requisition under \$30,000

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

File #: 23-2324

Agenda Date: 7/11/2023

Agenda #: 11.A.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$26,028.60
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$26,028.60	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Xylem Water Solutions USA	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Chris Tuinstra	VENDOR CONTACT PHONE: 708-342-0484	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: christopher.tuinstra@xylem.com	VENDOR WEBSITE: www.xylem.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Sole Source purchase of two (2) Flygt pumps in the amount of \$26,028.60 to be used at the Emerald Ridge Lift Station lift stations in order to move wastewater from lower to higher elevation.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The current pumps at the Emerald Ridge Lift Station are over 20 years old and in need of replacement at this time. Flygt pumps are currently being used in other County lift stations. Having Flygt pumps in all of our lift stations helps maintain consistency and stocked parts for repairs and regular maintenance of the lift station pumps.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Public Works currently has standardized Flygt pumps in other County owned lift stations. These pumps are interchangeable with other lift stations and have parts readily available. Other pumps are not easily interchangeable with the mating flange, rail system, or pump capacity.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. Staff verified Xylem is currently the only manufacturers representative for this area.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Staff continually considers various manufacturers. Flygt pumps continue to best fit the need of the Emerald Ridge Lift Stations design and operation.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Xylem Water Solutions USA	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Chris Tuinstra	Email: christopher.tuinstra@xylem.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 9661 194th Street	City: Mokena	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60448	State: Illinois	Zip: 60517
Phone: 708-342-0484	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 18, 2023	Contract End Date (PO25): Jul 17, 2024
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Two (2) Flygt pumps to be used at the Emerald Ridge Lift Station.	FY23	2000	2555	54070		26,028.60	26,028.60
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 26,028.60

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

Xylem Water Solutions USA, Inc. 9661 194 Ave.
Mokena, IL 60448
Tel 708-342-0484
Fax 708-342-0491



June 22, 2023

DuPage County Public Works

421 N County Farm Road

Wheaton, IL 60187

Attn: Dupage County

RE: Sole Source Letter Request

To whom it may concern,

First and foremost, thank you for allowing Xylem/Flygt the opportunity to work with Dupage County Public Works in assisting with your pumping needs. Per your recent request, this letter is to confirm that we are the only direct sales and service center with access to genuine Flygt products ,parts and components . Furthermore, the only Flygt authorized sales and service center in the Chicago area is the Xylem /Flygt office located here at 9661 194th Ave. , Mokena, IL 60448. We are the manufacturer of the products for which you have requested service.

We sincerely appreciate your business and look forward to assisting you with your future submersible pumping requirements. Please feel free to contact me at any time for sales, service and rental needs.

Sincerely,



Chris Tuinstra

Direct Sales Rep

Flygt products

Phone: 708-781-0177

Cell: 708-990-4919

christopher.tuinstra@xylem.com





**Xylem Water Solutions USA, Inc.
Flygt Products**

May 31, 2023

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

DUPAGE CNTY PUB WORK
7900 ROUTE 53
WOODRIDGE IL 60517-3277

Quote # 2023-CHI-0461
Project Name: Dupage MTM Hydroamtic replacement
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

pump and mini-cas

Qty	Description
2	NX-3 HT/HC 3/380-480/3/CH FM+ 50' WC FLS (pumps)
2	MINI-CASII/FUS 120/24VAC,24VDC > (electric parts)
2	SOCKET,11 PIN OCTAL DIN MOUNT >
2	KIT,SLIDING BRACKET DN80 ENF - adaptiw to Flygt pump

pump and mini-cas Price USD \$ 21,797.60

Base elbow and upper bracket

Qty	Description
2	CONNECTION,DISCH 3X3" CI >
2	BRACKET,GUIDE BAR UPPER 2" 316 > if we change base elbow

Base elbow and upper bracket Price USD\$ 2,760.00

Total Price \$ 24,557.60

Freight Charge \$ 1,471.00

Total Price \$ 26,028.60

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.



Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Validity: This Quote is valid for ninety (90) days.

Other: Seller's payment shall not be dependent upon Buyer being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by Seller.

Customer Acceptance:

A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____

COVID 19: The, as of today, lead-time for equipment delivery is as indicated above, however due to the continuing disruptions of COVID-19, including extended production timeframes from our suppliers as a result of raw materials shortages, related labor constraints, and transportation and logistics-related delays due to a shortage of both truckers and containers, we can at this time only state what our current lead-time is expected to be. We will work closely with you to meet your needs as best possible in this uncertain time.



Sincerely,



Chris Tuinstra
Direct Sales Representative
Phone: 708-781-0177
Cell: 708-990-4919
christopher.tuinstra@xylem.com
Fax: 708-342-0491





Required Vendor Ethics Disclosure Statement

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

Date: 6-22-23

Bid/Contract/PO #: _____

Company Name: <u>Xylem Water Utilities</u>	Company Contact: <u>Chris Tuinstra</u>
Contact Phone: <u>708-990-4919</u>	Contact Email: <u>christopher.tuinstra@xylem.com</u>

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

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

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

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

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

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

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


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

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

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

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

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

Authorized Signature 

Printed Name Christopher Tuinstra

Title Direct Sales Rep

Date 6-22-23

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



Finance Resolution

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

File #: FI-R-0160-23

Agenda Date: 7/18/2023

Agenda #: 12.A.

ADDITIONAL APPROPRIATION FOR
THE COUNTY INFRASTRUCTURE FUND
COMPANY 6000, ACCOUNTING UNIT 1220
\$750,000

WHEREAS, appropriations for the COUNTY INFRASTRUCTURE FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, there is a need for an additional appropriation in the COUNTY INFRASTRUCTURE FUND - COMPANY 6000, ACCOUNTING UNIT 1220 for masonry/building stabilization and gutter rebuilding of the DuPage County Historical Museum in the amount of \$750,000 (SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS). The Wheaton Park District received a \$750,000 grant from the Illinois Department of Natural Resources, agreement number MC 21-036, and DuPage County will be fully reimbursed the \$750,000 as the project progresses; and

WHEREAS, there is sufficient unappropriated cash in the COUNTY INFRASTRUCTURE FUND - COMPANY 6000, ACCOUNTING UNIT 1220 to support an additional appropriation of \$750,000 (SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the need to provide an additional appropriation in the amount of \$750,000 (SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS); in the COUNTY INFRASTRUCTURE FUND - COMPANY 6000, ACCOUNTING UNIT 1220 creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that an additional appropriation (Attachment) in the amount of \$750,000 (SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS); in the COUNTY INFRASTRUCTURE FUND - COMPANY 6000, ACCOUNTING UNIT 1220 is hereby approved and added to the Fiscal Year 2023 Appropriation Ordinance.

Enacted and approved this 18th day of July, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ADDITIONAL APPROPRIATION FOR
THE COUNTY INFRASTRUCTURE FUND
COMPANY 6000, ACCOUNTING UNIT 1220
\$750,000

FUNDING SOURCE

30000-0000 – Fund Balance – Unassigned	\$750,000
TOTAL FUNDING SOURCE	<u>\$750,000</u>

EXPENDITURES

CAPITAL OUTLAY

54010-0000 – Building Improvements	\$750,000
TOTAL CAPITAL OUTLAY	<u>\$750,000</u>
TOTAL ADDITIONAL APPROPRIATION	<u>\$750,000</u>



Change Order

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

File #: 23-2325

Agenda Date: 7/11/2023

Agenda #: 12.B.

FM-P-0103A-22

AMENDMENT TO RESOLUTION FM-P-0103-22
ISSUED TO DOOR SYSTEMS ASSA ABLOY US INC.
FOR PREVENTIVE MAINTENANCE AND REPAIR SERVICES FOR AUTOMATIC AND MANUAL
DOORS WITH THRESHOLD CLOSURES
FOR FACILITIES MANAGEMENT
(ADD LINE FOR THE DUPAGE CARE CENTER AND TO INCREASE ENCUMBRANCE \$35,000.00)

WHEREAS, Resolution FM-P-0103-22 was approved by the DuPage County Board on March 22, 2022; and

WHEREAS, the Public Works Committee recommends changes as stated in the Change Order Notice to County Contract 5723-0001 SERV, issued to Door Systems ASSA ABLOY US Inc., for preventive maintenance and repair services for automatic and manual doors with threshold closures, for Facilities Management, to add a line for the DuPage Care Center and increase the contract by \$35,000.00 resulting in an amended contract total of \$95,780.00, an increase of 57.58%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 5723-0001 SERV, issued to Door Systems ASSA ABLOY US Inc., for preventive maintenance and repair services for automatic and manual doors with threshold closures, for Facilities Management, to add a line for the DuPage Care Center and increase the contract by \$35,000.00, resulting in an amended contract total of \$95,780.00, an increase of 57.58%.

Enacted and approved this 18th day of July, 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

FM+HS 7/11
 FI+CB 7/18



Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Jun 27, 2023

MinuteTraq (IQM2) ID #: 23-2264

Purchase Order #: 5723-0001 SERV	Original Purchase Order Date: Apr 1, 2022	Change Order #: 1	Department: DuPage Care Center
Vendor Name: Door Systems ASSA ABLOY US Inc.	Vendor #: 11107	Dept Contact: Tim Harbaugh	

Background and/or Reason for Change Order Request:
 Contract for preventive maintenance and repair services for automatic and manual doors with threshold closers, as needed for the County facilities, for Facilities Management, for a two-year period April 1, 2022 through March 31, 2024, per lowest responsible bid #22-018-FM.
 Increase and add additional lines to incorporate the DuPage Care Center to the contract.
 Add line 17, 1200-2040-52270 for parts in the amount of \$15,000.00 for the DuPage Care Center (FY23)
 Add line 18, 1200-2040-53300 for labor in the amount of \$10,000.00 for the DuPage Care Center (FY23)
 Add line 19, 1200-2040-52270 for parts in the amount of \$ 5,000.00 for the DuPage Care Center (FY24)
 Add line 20, 1200-2040-53300 for labor in the amount of \$ 5,000.00 for the DuPage Care Center (FY24)

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	\$60,780.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$60,780.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$35,000.00
E	New contract amount (C + D)	\$95,780.00
F	Percent of current contract value this Change Order represents (D / C)	57.58%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	57.58%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

cdk	4208	Jun 27, 2023	TH	5670	Jun 27, 2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer
		Date



Decision Memo

Procurement Services Division

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

Date: Jun 28, 2023

MinuteTraq (IQM2) ID #: 23-2264

Department Requisition #: 5273-0001 SERV

Requesting Department: <u>DuPage Care Center</u>	Department Contact: <u>Nick Jensen</u>
Contact Email: <u>Nicholas.jensen@dupageco.org</u>	Contact Phone: <u>630-784-4435</u>
Vendor Name: <u>Door Systems ASSA ABLOY US, Inc.</u>	Vendor #: <u>11107</u>

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

Create line for the DuPage Care Center and increase in the amount of \$35,000.00

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

Facilities Management has an existing contract for a time and material contract, 5723-0001 SERV. The DuPage Care Center has had some doors repaired - most work should have been done in FY22, however, due to supply issues, work was not completed until FY23. Also, allowing future work being done at the DuPage Care Center.

Strategic Impact

Financial Planning

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

By adding a line into existing contract, it will allow the Care Center to continue with future work that will need to be completed for upcoming repairs.

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

#22-018-FM

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

- 1) Approval to Create line for the DuPage Care Center and increase in the amount of \$35,000.00.
- 2) Do not approve change order to create line and add money, however, repairs need to be completed to stay in compliance with IDPH guidelines and regulations, as well as not being in compliance with Procurement Ordinance.

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

1200-2040-52270
1200-2040-53300

An updated Vendor Ethics Disclosure form has been requested.