



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

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

Tuesday, May 7, 2024

9:00 AM

Room 3500B

1. **CALL TO ORDER**

2. **ROLL CALL**

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

3.A. Update on Electricity Bid

4. **PUBLIC COMMENT**

5. **APPROVAL OF MINUTES**

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

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

6. **BUDGET TRANSFERS**

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

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

7. **CLAIMS REPORT**

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

Payment of Claims - Public Works and Facilities Management

8. **BID AWARD**

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

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

9. OTHER PROFESSIONAL SERVICES**9.A. [24-1387](#)**

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

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

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

10. CREDIT APPLICATIONS**10.A. [24-1388](#)**

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

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

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

11. ELECTRICITY SUPPLY AND DISTRIBUTION SERVICES**11.A. [FM-P-0017-24](#)**

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

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

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

12. INFORMATIONAL

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

Waterfall Glen Lift Station Easement

13. PRESENTATION

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

14. OLD BUSINESS

15. NEW BUSINESS

16. ADJOURNMENT



Minutes

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

File #: 24-1384

Agenda Date: 5/7/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, April 16, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

9:00 AM meeting was called to order by Chair Garcia at 9:03 AM.

2. ROLL CALL

Other Board Members in attendance: Member Evans

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

Chair Garcia let the committee know that at the upcoming County Board meeting on April 23rd, there will be an Environmental Progress Report presentation.

Chair Garcia also said that item 11.A. on this agenda, PW-O-0003-24, is going to be tabled to a future meeting.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-1195](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, April 2, 2024

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

6. CONSENT ITEMS

MOTION TO COMBINE ITEMS 6.A. TO 6.L.

A motion was made by Member Cahill and seconded by Member DeSart to combine items 6.A. to 6.L. All ayes, motion carried.

6.A. [24-1196](#)

PW - CDM Smith, Inc.- Provide professional engineering and project management services for the current Public Works and Facilities Management electrical infrastructure upgrades at the Woodridge Greene Valley and Knollwood Wastewater Treatment Facilities, and Wheaton campus, due to the contractor schedule for completion. Contract extension with no change in contract total.

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

6.B. [24-1221](#)

PW – J Congdon Sewer Services 5466 SERV – This contract is decreasing in the amount of \$96,343.50 and closing due to the Timberlake Water Main Extension project coming to a close.

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

6.C. [24-1222](#)

PW – Kemira Water Solutions 6335 SERV – This contract is decreasing in the amount of \$20,571.64 and closing to due to the contract expiring.

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

6.D. [24-1197](#)

FM – Allied Universal Technology Services 5566-0001 SERV – This contract is decreasing in the amount of \$41,138 and closing due to the contract expiring.

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

6.E. [24-1198](#)

FM – Anchor Mechanical, Inc. 6012-0001 SERV – This contract is decreasing in the amount of \$29,500 and closing due to the contract expiring.

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

6.F. [24-1199](#)

FM - Best Technology Systems, Inc. 5626-0001 SERV – This contract is decreasing in the amount of \$20,200 and closing due to the contract expiring.

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

6.G. [24-1200](#)

FM – Arlington Glass & Mirror, Co. 5475-0001 SERV – This contract is decreasing in the amount of \$52,908.40 and closing due to the contract expiring.

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

6.H. [24-1201](#)

FM – Genserve, LLC 6377-0001 SERV - This contract is decreasing in the amount of \$55,038.16 and closing due to the contract expiring.

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

6.I. [24-1202](#)

FM – Petroleum Traders Corporation 6344-0001 SERV - This contract is decreasing in the amount of \$67,270.39 and closing due to the contract expiring.

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

6.J. [24-1203](#)

FM – PPG Architectural Finishes 5904-0001 SERV - This contract is decreasing in the amount of \$36,726.54 and closing due to the contract expiring.

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

6.K. [24-1204](#)

FM – SNI Solutions, Inc. – 6089-0001 SERV - This contract is decreasing in the amount of \$22,400 and closing due to the contract expiring.

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

6.L. [24-1205](#)

FM – Valdes, LLC 6125-0001 SERV - This contract is decreasing in the amount of \$24,124.10 and closing due to the contract expiring.

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

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Cynthia Cronin Cahill
SECONDER:	Dawn DeSart

7. CLAIMS REPORT

7.A. [24-1206](#)

Payment of Claims - Public Works and Facilities Management

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

8. JOINT PURCHASING AGREEMENT

8.A. [FM-P-0019-24](#)

Recommendation for the approval of a contract to Arends Hogan Walker LLC D/B/A AHW LLC, to furnish and deliver one (1) John Deere 4075R Compact Utility Tractor, for Facilities Management-Grounds, for the period through November 30, 2024, for a total contract amount not to exceed \$53,302.23. Contract pursuant to the Intergovernmental Cooperation Act - Sourcewell Grounds Maintenance cooperative contract #031121-DAC. Job #24-02600.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Dawn DeSart

9. BID AWARD

9.A. [FM-P-0020-24](#)

Recommendation for the approval of a contract to Berglund Construction Company, to install fall protection, which will improve safety and access to existing equipment at the Power Plant, for Facilities Management, for the period of April 23, 2024 through April 22, 2025, for a contract total amount not to exceed \$240,350, per lowest responsible bid #24-030-FM.

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

10. BID RENEWAL

10.A. [PW-P-0010-24](#)

Recommendation for the approval of a contract to Groot, Inc., for refuse disposal and recycling services for the Woodridge Greene Valley Wastewater Treatment Facility and the Knollwood Wastewater Treatment Facility, for Public Works, for the period of June 1, 2024 to May 31, 2025, for a total contract amount not to exceed \$117,500, per most qualified offer, per bid #22-026-FM, first of three possible options to renew.

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

10.B. [FM-P-0021-24](#)

Recommendation for the approval of a contract to Groot, Inc., to provide refuse disposal, recycling, and asbestos pick-up services for DuPage County facilities, for Facilities Management, for the period of June 1, 2024 through May 31, 2025, for a contract total amount not to exceed \$125,045.78, per renewal option under bid #22-026-FM, first of three options to renew. (\$1,125.14 for Animal Services, \$40,800 for the DuPage Care Center, and \$83,120.64 for Facilities Management)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Jim Zay

11. ACTION ITEM

11.A. [PW-O-0003-24](#)

An ordinance regulating parking facilities for Electric Vehicles on the DuPage County campus.

RESULT: TABLED

12. OLD BUSINESS

No old business was discussed.

13. NEW BUSINESS

No new business to discuss.

14. ADJOURNMENT



Budget Transfer

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

File #: 24-1385

Agenda Date: 5/7/2024

Agenda #: 6.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 22, 2024

From: 1000
Company #

FACILITIES MANAGEMENT
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	53400		RENTAL OF OFFICE SPACE	\$ 385,950.00	285,587.19	(100,362.81)	4/23/24
Total				\$ 385,950.00			

To: 1000
Company #

FACILITIES MANAGEMENT
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	54000	0700	BUILDING LEASES	\$ 385,950.00	0	385,950.00	4/23/24
Total				\$ 385,950.00			

Reason for Request:

The county changed how some leases are recorded per GASB 87. A budget transfer is needed for TGA Park 88 (election warehouse) and Village of Glendale Heights (traffic court) building leases for Facilities Management.

Activity

_____ (optional)

Chief Financial Officer

(Signature)

4/23/24
Date
4/24/24
Date

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

Finance Department Use Only		
Fiscal Year <u>24</u>	Budget Journal # _____	Acctg Period _____
Entered By/Date _____	Released & Posted By/Date _____	

PW - 5/7/24
FIN/CB - 5/14/24

(Handwritten mark)



Payment of Claims

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

File #: 24-1386

Agenda Date: 5/7/2024

Agenda #: 7.A.

Facilities Management Department

Schedule of Purchases Under \$15,000

May 7, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24029	Wheaton Park District	Matching Funds/Contributions	1000	1100	53700	\$40,900.00
24051	Nicor Gas	Natural Gas	1000	1100	53200	\$1,329.67
24132	DPC Finance	Operating Supplies & Materials	1000	1100	52200	\$59.63
24196	Advanced Physicians	Medical Services	1000	1100	53070	\$1,430.00
24197	DPCC Support Services	Food & Beverages	1000	1100	52210	\$60.00
24198	Holcim-MAMR, Inc.	Maintenance Supplies	1000	1102	52270	\$570.75
24199	Hatchell & Associates, Inc	Auto/Mach/Equip Parts	1000	1100	52250	\$14,590.00
24200	ATS Commercial Group LLC dba ATS Acoustics	Furn/Mach/Equip Small Value	1000	1100	52000	\$2,744.13
24201	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$1,405.87
24202	Hilti Inc.	Maintenance Supplies	1000	1100	52270	\$398.59
24203	Midwest Office Interiors	Building Improvements	6000	1220	54010	\$7,650.00
24204	Grimco, Inc.	Furn/Mach/Equip Small Value	1000	1102	52000	\$657.77
24205	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$64.32
24207	National Fleet Products Inc.	Furn/Mach/Equip Small Value	1000	1100	52000	\$4,923.00
24208	Regional Truck Equipment	Repair & Maintenance Auto Equipment	1000	1100	53380	\$1,063.00
24210	Graybar Electric Company	Furn/Mach/Equip Small Value and Operating Supplies & Materials	1000	1100	52000 52200	\$445.55
24211	Batteries Plus Bulbs (Facil Investments)	Operating Supplies & Materials	1000	1100	52200	\$203.10
24212	Batteries Plus Bulbs (Facil Investments)	Operating Supplies & Materials	1000	1100	52200	\$33.60
24213	Waukegan Roofing	Repair & Maintenance Facilities	1000	1100	53300	\$2,500.00
24214	GTM Manufacturing, Inc.	Auto/Mach/Equip Parts	1000	1102	52250	\$1,098.50
24215	Ashland Door Solutions	Maintenance Supplies	1000	1100	52270	\$447.00

Facilities Management Department

Schedule of Other Payments

May 7, 2024

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6341-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$6,330.00
6642-0001 SERV	Air Filter Solutions, LLC	Maintenance Supplies	1000	1100	52270	\$25,755.14
6778-0001 SERV	Amazon.com LLC	Furn/Mach/Equip Small Value, I.T. Equipment Small Value, Operating Supplies & Materials, Wearing Apparel, Auto/Mach/Equip Parts, Fuel & Lubricants and Maintenance Supplies	1000	1100 1102	52000 52100 52200 52250 52260 52270	\$4,706.49
6836-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$8,013.24
5410-0001 SERV	City of Wheaton	Water & Sewer	1000	1100	53220	\$44,007.60
5423-0001 SERV	ComEd	Electricity	1000	1100	53210	\$1,439.18
6368-0001 SERV	DESMAN, Inc.	Building Improvements	6000	1220	54010	\$6,940.00
6837-0001 SERV	Donohue & Associates, Inc.	Building Improvements	6000	1220	54010	\$8,622.12
5723-0001 SERV	Door Systems ASSA ABLOY	Repair & Maintenance Facilities	1000	1100	53300	\$447.00
6337-0001 SERV	Gehrke Technology Group, Inc.	Building Improvements	6000	1220	54010	\$45,840.00
6753-0001 SERV	Gehrke Technology Group, Inc.	Other Professional Services	1000	1100	53090	\$2,330.00
6793-0001 SERV	GenServe LLC	Repair & Maintenance Facilities	1000	1100	53300	\$14,525.22
6816-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Auto/Mach/Equip Parts and Maintenance Supplies	1000	1100	52000 52200 52250 52270	\$7,915.36
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies and Building Improvements	1000 6000	1100 1220	52270 54010	\$15,408.26
6355-0001 SERV	Hampton, Lenzini & Renwick, Inc. (HLR)	Building Improvements	6000	1220	54010	\$11,377.80
6374-0001 SERV	Hobart Service	Repair & Maintenance Other Equipment	1000	1100	53370	\$7,622.99
5599-0001 SERV	Home Depot	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Maintenance Supplies and Cleaning Supplies	1000	1100	52000 52200 52270 52280	\$1,972.77
6904-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$625.00
5900-0001 SERV	Kone, Inc.	Repair & Maintenance Infrastructure and Building Improvements	1000 6000	1100 1220	53310 54010	\$130,112.39
6042-0001 SERV	Lamp Incorporated	Building Improvements	6000	1220	54010	\$32,336.00
6293-0001 SERV	Luetkehans, Brady, Garner & Armstrong	Legal Services	1000	1100	53030	\$300.00
5448-0001 SERV	Mansfield Power and Gas LLC	Natural Gas	1000	1100	53200	\$62,053.56
6694-0001 SERV	MBE Fence Inc (Must Buy Enough Fence Inc)	Building Improvements	6000	1220	54010	\$26,988.50
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$1,921.78
6795-0001 SERV	ODP Business Solutions LLC	Operating Supplies & Materials	1000	1100	52200	\$407.01
6803-0001 SERV	PPG Architectural Finishes, Inc.	Maintenance Supplies	1000	1100	52270	\$309.10
6889-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$6,925.12
6472-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Rental of Office Space	1000	1100	53400	\$24,199.95

Facilities Management Department

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6119-0001 SERV	The Home Depot Pro	Furn/Mach/Equip Small Value	1000	1100	52000	\$2,177.36
5442-0001 SERV	Trane U.S. Inc	Repair & Maintenance Facilities	1000	1100	53300	\$10,918.75
6724-0001 SERV	Valdes Supply	Cleaning Supplies	1000	1100	52280	\$17,572.40
5972-0001 SERV	Village of Glendale Heights	Rental of Office Space	1000	1100	53400	\$6,235.53
5425-0001 SERV	Village of Winfield	Water & Sewer	1000	1100	53220	\$460.69
4639-0001 SERV	Weatherproofing Technologies, Inc. (subsidiary of Tremco)	Repair & Maintenance Facilities	1000	1100	53300	\$79,829.04
5403-0001 SERV	Wheaton Sanitary	Water & Sewer	1000	1100	53220	\$31,381.53

**Public Works
Schedule of Claims
5/7/2024**

Pay Vendor Name	Description	Check Date	Amount
1ST CHOICE EQUIPMENT LLC	Roller carrier	4/12/2024	\$345.85
ALFA LAVAL INC	Seal horizon washbox	4/12/2024	\$769.18
ANDERSON PEST SOLUTIONS	Preventive services	4/12/2024	\$880.20
COMCAST	Internet	4/12/2024	\$712.07
EJ USA INC	4" risers	4/12/2024	\$2,398.50
FEDEX	Shipping	4/12/2024	\$174.42
GRAINGER INC	Electrical supplies	4/12/2024	\$298.59
GROOT INC	Waste/Recycling Removal	4/12/2024	\$2,194.77
JOHN SAKASH COMPANY INC	Swivel hooks	4/12/2024	\$674.00
MCMASTER-CARR	Parts for metal lathe	4/12/2024	\$592.67
MIDLAND SCIENTIFIC INC	Lab supplies	4/12/2024	\$63.23
NALCO COMPANY LLC	DI Express	4/12/2024	\$548.64
NEOGEN CORPORATION	Reagents	4/12/2024	\$182.56
POPOVICH, ERIC	Refund overpayment	4/12/2024	\$65.29
RADWELL INTERNATIONAL, INC.	Cooling fan	4/12/2024	\$33.40
RELIABLE EQUIPMENT & SERVICE	Pump	4/12/2024	\$555.37
WELCH BROS INC	1 1/2"-3" manhole rings	4/12/2024	\$818.28
XYLEM WATER SOLUTIONS USA INC	Mini-CASII/FUS	4/12/2024	\$701.70
AMAZON CAPITAL SERVICES	Asso Equip 6012AGM charger	4/16/2024	\$945.03
CDW GOVERNMENT INC	Laptop	4/16/2024	\$1,552.99
FIRST ENVIRONMENTAL LABS INC	Lab testing	4/16/2024	\$360.10
GREAT LAKES CONCRETE, LLC	Non shear rubber repair coupling	4/16/2024	\$562.64
INDEPENDENT BEARING INC	Bearings	4/16/2024	\$165.62
KARDON ENTERPRISES INC	Lab testing	4/16/2024	\$1,025.00
LIBERTY PROCESS EQUIPMENT INC	Set screws, set collar, retaining sleeve	4/16/2024	\$3,585.00
METROPOLITAN INDUSTRIES, INC	Repair kit for A-390 ejector	4/16/2024	\$1,688.14
MID AMERICAN WATER INC	PVC pipe	4/16/2024	\$7,945.98
NCL OF WISCONSIN INC	Lab supplies	4/16/2024	\$194.50
NEENAH FOUNDRY COMPANY	Nordic manhole lid and frame	4/16/2024	\$924.00
NEOGEN CORPORATION	Reagents	4/16/2024	\$250.88
NEUCO INC	Motors	4/16/2024	\$2,145.09
POLYDYNE INC	Clarifloc	4/16/2024	\$44,135.20
RHINO LININGS OF DUPAGE	Wheel wells	4/16/2024	\$1,318.00
ROTORK CONTROLS INC	Service call for Bailey vault actuator	4/16/2024	\$575.54
SERVICE INDUSTRIAL SUPPLY INC	Clamps, hoses	4/16/2024	\$2,122.51
USA BLUEBOOK	Equip for lab testing	4/16/2024	\$1,201.73
WILLOWBROOK FORD INC	Service	4/16/2024	\$86.94
A & W TRAILER	Ramp spring, bracket	4/19/2024	\$118.94
AMAZON CAPITAL SERVICES	Brady labels	4/19/2024	\$258.54
AT&T	Phone Service	4/19/2024	\$1,505.96
AUTOZONE INC	Hoses, gaskets and belts	4/19/2024	\$164.31
BLAINS FARM & FLEET	Boots	4/19/2024	\$144.99
CDW GOVERNMENT INC	Laptop	4/19/2024	\$698.34
CHICAGO PARTS & SOUND LLC	Replace water pump	4/19/2024	\$186.51
COLE-PARMER	Replace water meter	4/19/2024	\$2,648.40
CONSERV FS INC	Greenskeeper value plus mix	4/19/2024	\$230.00
EJ USA INC	Sewer manhole lids	4/19/2024	\$3,168.80
FEDEX	Shipping	4/19/2024	\$66.53
FIRST ENVIRONMENTAL LABS INC	Lab testing	4/19/2024	\$230.10
FSS TECHNOLOGIES, LLC	Central station monitoring	4/19/2024	\$468.00
GRAINGER INC	Electrical supplies	4/19/2024	\$333.08
HANNA INSTRUMENTS INC	Replace broken flouride module	4/19/2024	\$186.38
HOME DEPOT CREDIT SERVICES	Supplies	4/19/2024	\$624.96
K-FIVE CONSTRUCTION CORP	High performance cold patch	4/19/2024	\$495.00

**Public Works
Schedule of Claims
5/7/2024**

Pay Vendor Name	Description	Check Date	Amount
LAI LTD	Replacement filters	4/19/2024	\$998.06
LIBERTY PROCESS EQUIPMENT INC	Parts	4/19/2024	\$4,936.00
MANSFIELD POWER AND GAS	Gas	4/19/2024	\$8,309.79
MCMASTER-CARR	Adjusting cone, internal jaw	4/19/2024	\$64.94
MIDLAND SCIENTIFIC INC	Lab supplies	4/19/2024	\$260.20
MOTION INDUSTRIES, INC	Gear coupling hub	4/19/2024	\$518.80
NCL OF WISCONSIN INC	Lab supplies	4/19/2024	\$690.24
PACKEY WEBB FORD	Replace valve	4/19/2024	\$152.07
REDWING BUSINESS ADVANTAGE	Safety shoes	4/19/2024	\$200.00
SIUE - SOUTHERN ILLINOIS	Class	4/19/2024	\$825.00
TERRACE SUPPLY CO	Gas Cylinder Rental	4/19/2024	\$1,760.04
USA BLUEBOOK	Pump tube	4/19/2024	\$340.29
VILLAGE OF DOWNERS GROVE	Meter Reads	4/19/2024	\$55.35
VWR INTERNATIONAL LLC	Lab equipment	4/19/2024	\$1,109.30
WILLOWBROOK FORD INC	Service	4/19/2024	\$136.85
ALTA CONSTRUCTION EQUIPMENT	Blades	4/23/2024	\$148.80
CORE & MAIN LP	Hydrant meter	4/23/2024	\$2,298.19
GRAINGER INC	Electrical supplies	4/23/2024	\$45.58
GRAYBAR	Electrical supplies	4/23/2024	\$3,755.11
HAWKINS INC	Restock treatment chemicals	4/23/2024	\$3,081.25
IL ENVIRONMENTAL PROTECTION	Loan Principal/Interest	4/23/2024	\$278,458.03
WATER PRODUCTS-AURORA	Parts	4/23/2024	\$190.00
AL WARREN OIL CO INC	Fuel	4/26/2024	\$27,715.15
COMCAST	Internet	4/26/2024	\$248.85
FIRST ENVIRONMENTAL LABS INC	Lab testing	4/26/2024	\$1,190.80
GRAINGER INC	Electrical supplies	4/26/2024	\$584.81
HAWKINS INC	Chlorine cylinder rental	4/26/2024	\$50.00
HAYES MECHANICAL	Completed replacement RAS Pipe	4/26/2024	\$15,800.00
LABBRUZZO, KAREN	Refund overpayment	4/26/2024	\$4.92
MCMASTER-CARR	Auto Shop Supplies	4/26/2024	\$35.44
MIDLAND SCIENTIFIC INC	Lab supplies	4/26/2024	\$146.46
SERVICE WEAR APPAREL INC	Uniform	4/26/2024	\$35.87
A & W TRAILER	Drop insert, jack, lynch pins	4/30/2024	\$109.95
ALLDATA	Online truck manuals	4/30/2024	\$1,500.00
AMAZON CAPITAL SERVICES	US flag	4/30/2024	\$203.03
AT&T	Phone Service	4/30/2024	\$52.44
AT&T MOBILITY	Cellular service	4/30/2024	\$2,819.99
CDM SMITH INC	Electrical infrastructure	4/30/2024	\$33,806.28
CITY OF WHEATON	Meter reads	4/30/2024	\$950.60
COM ED	Electricity	4/30/2024	\$2,229.40
COMCAST	Internet	4/30/2024	\$248.85
DORNER COMPANY	Claval, pilot kit	4/30/2024	\$3,756.13
FEDEX	Shipping	4/30/2024	\$42.44
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	4/30/2024	\$114.79
FLEETPRIDE	Tire inflator, hydraulic couplers	4/30/2024	\$95.26
GLOBAL INDUSTRIAL	ALS 40004 Sand blaster	4/30/2024	\$1,192.99
HARRINGTON INDUSTRIAL PLASTICS	Parts	4/30/2024	\$127.48
HAWKINS INC	Chlorine cylinder rental	4/30/2024	\$50.00
MCMAHON, SCOTT S	Boot reimbursement	4/30/2024	\$200.00
NAVIONICS RESEARCH INC.	Ethermeter SCADA	4/30/2024	\$898.75
NORTHERN SAFETY CO., INC.	Lab supplies	4/30/2024	\$874.50
PACE ANALYTICAL SERVICES INC	Contaminated testing for water system	4/30/2024	\$1,062.50
PAYMENTUS CORP	Transaction fees	4/30/2024	\$589.10
PEREGRINE CORPORATION	Utility Billing	4/30/2024	\$1,836.56

Public Works			
Schedule of Claims			
5/7/2024			
Pay Vendor Name	Description	Check Date	Amount
REESE, SEAN	Mileage for conference	4/30/2024	\$209.04
ROWELL CHEMICAL CORPORATION	Sodium hypochlorite	4/30/2024	\$8,903.72
STANDARD EQUIPMENT COMPANY	Push lock fittings, debris basket	4/30/2024	\$302.18
UNIVAR USA INC	Sodium Bisulfite	4/30/2024	\$2,996.42
USA BLUEBOOK	Lab supplies	4/30/2024	\$2,619.67
WASTEBOX INC	16 yd dumpster WGV	4/30/2024	\$640.00
ZIEBELL WATER SERVICE PRODUCTS	Tees, band, lube	4/30/2024	\$795.29
	Total		\$517,696.00



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0011-24

Agenda Date: 5/7/2024

Agenda #: 8.A.

AWARDING RESOLUTION
ISSUED TO MID-AMERICAN WATER
TO FURNISH AND DELIVER SEWER AND WATER
REPLACEMENT PARTS ON AN AS NEEDED BASIS
FOR PUBLIC WORKS
(CONTRACT TOTAL AMOUNT: \$120,000)

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

WHEREAS, the Public Works Committee recommends County Board approval to furnish and deliver sewer and water replacement parts on an as needed basis, for Public Works, for the period of May 14, 2024 to May 13, 2027; and

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver sewer and water replacement parts on an as needed basis, for Public Works, for the period of May 14, 2024 to May 13, 2027, be, and it is hereby approved for issuance of a contract by the Procurement Division to Mid-American Water, 1500 Mountain St, Aurora, Illinois, 60502, for a total contract amount not to exceed \$120,000, per lowest responsible bid #24-037-PW.

Enacted and approved this 14th day of May, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1351	RFP, BID, QUOTE OR RENEWAL #: 24-037-PW	INITIAL TERM WITH RENEWALS: 3 YRS + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$120,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$120,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Mid-American Water	VENDOR #: 11215	DEPT: Public Works	DEPT CONTACT NAME: Dwane Kozak
VENDOR CONTACT: Eric Lowe	VENDOR CONTACT PHONE: 847-345-7388	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: dwane.kozak@dupagecounty.gov
VENDOR CONTACT EMAIL: ericlowe@midamericanwater.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.). Furnish and deliver sewer and water replacement parts on an as needed basis for DuPage County Public Works per Bid 24-037-PW not to exceed \$120,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Sewer and water repair parts, such as clamps, pipes, gaskets, etc. are needed for the DuPage County Public Works Underground Maintenance Department to repair existing fire hydrants in the instance of damage or ware due to the elements.			

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: Mid-American Water	Vendor#: 11215	Dept: Public Works	Division: Public Works
Attn: Eric Lowe	Email: ericlowe@midamericanwater.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 1500 Mountain St	City: Aurora	Address: 7900 S Rt 53	City: Woodridge
State: Illinois	Zip: 60502	State: Illinois	Zip: 60517
Phone: 847-345-7388	Fax:	Phone: 630-985-7400	Fax:
<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): May 14, 2024	Contract End Date (PO25): May 13, 2027
Contract Administrator (PO25): Drew Cormican/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		Furnish and deliver sewer and water replacement parts on an as needed basis for DCPW per Bid 24-037-PW not to exceed \$120,000.00	FY24	2000	2555	52250		25,000.00	25,000.00
2	1	EA		Furnish and deliver sewer and water replacement parts on an as needed basis for DCPW per Bid 24-037-PW not to exceed \$120,000.00	FY25	2000	2555	52250		40,000.00	40,000.00
3	1	EA		Furnish and deliver sewer and water replacement parts on an as needed basis for DCPW per Bid 24-037-PW not to exceed \$120,000.00	FY26	2000	2555	52250		40,000.00	40,000.00
4	1	EA		Furnish and deliver sewer and water replacement parts on an as needed basis for DCPW per Bid 24-037-PW not to exceed \$120,000.00	FY27	2000	2555	52250		15,000.00	15,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 120,000.00

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

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 SEWER REPAIR PARTS 24-037-PW
 BID TABULATION



NO.	ITEM	UOM	QTY	Mid-American Water	Core & Main LP	Ziebell Water Service
				PRICE	PRICE	PRICE
1	4 X 6 CLAY X PVC	EA	1	\$ 51.09	\$ 62.00	\$ 58.75
2	4 X 6 CAST IRON X PVC	EA	1	\$ 52.72	\$ 64.50	\$ 61.25
3	6" X 6" CLAY X PVC	EA	1	\$ 52.72	\$ 65.00	\$ 61.50
4	8" X 8" CLAY X PVC	EA	1	\$ 59.17	\$ 74.00	\$ 69.50
5	10" X 10" CLAY X PVC	EA	1	\$ 79.63	\$ 96.00	\$ 91.25
6	6" X 6" PVC X PVC	EA	1	\$ 41.22	\$ 50.00	\$ 47.50
7	8" X 8" PVC X PVC	EA	1	\$ 60.52	\$ 74.00	\$ 69.50
8	10" X 10" PVC X PVC	EA	1	\$ 78.72	\$ 128.50	\$ 91.25
9	4" TRANSITION GASKETS	EA	1	\$ 7.00	\$ 19.50	\$ 8.95
10	6" TRANSITION GASKETS	EA	1	\$ 8.00	\$ 23.50	\$ 13.75
11	4" SDR-26 SEWER PIPE	EA	1	\$ 3.46	\$ 3.86	\$ 53.90
12	6" SDR-26 SEWER PIPE	EA	1	\$ 7.65	\$ 8.64	\$ 119.00
13	8" SDR-26 SEWER PIPE	EA	1	\$ 13.84	\$ 15.62	\$ 172.90
14	10" SDR-26 SEWER PIPE	EA	1	\$ 21.56	\$ 24.33	\$ 323.40
15	12" SDR-26 SEWER PIPE	EA	1	\$ 30.92	\$ 34.97	\$ 462.00
16	6" 2241 PVC PIPE	EA	1	\$ 10.02	\$ 9.21	\$ 175.00
17	8" 2241 PVC PIPE	EA	1	\$ 16.82	\$ 15.69	\$ 250.00
18	6" 22 BELL X SPIGOT SDR-26 HW	EA	1	\$ 60.95	\$ 64.50	\$ 69.00
19	6" 22 BELL X BELL SDR-26 HW	EA	1	\$ 58.29	\$ 67.50	\$ 71.50
20	6" 45 BELL X SPIGOT SDR-26 HW	EA	1	\$ 31.58	\$ 36.50	\$ 39.00
21	6" 45 BELL X BELL SDR-26 HW	EA	1	\$ 42.76	\$ 49.50	\$ 52.75
22	6" X 6" X 6" TEE SDR-26 HW	EA	1	\$ 75.45	\$ 93.50	\$ 93.25
23	8" X 8" X 6" TEE WYE SDR-26 HW	EA	1	\$ 108.43	\$ 134.50	\$ 134.00
24	6" 2 PART CLEANOUT WITH PLUG (PLASTIC)	EA	1	\$ 45.23	\$ 52.50	\$ 55.90
25	10" X 10" X 6" TEES - HW	EA	1	\$ 236.57	\$ 280.00	\$ 298.00
26	12" X 12" X 6" TEES - HW	EA	1	\$ 313.79	\$ 367.00	\$ 392.00
27	9 QUARTS PIPE LUBE	EA	1	\$ 45.00	\$ 7.50	\$ 6.50
28	4" X 8" REPAIR CLAMPS	EA	1	\$ 83.91	\$ 77.50	\$ 82.50
29	4" X 8" X 1" REPAIR CLAMPS	EA	1	\$ 103.66	\$ 110.50	\$ 127.50

NO.	ITEM	UOM	QTY	Mid-American Water	Core & Main LP	Ziebell Water Service
				PRICE	PRICE	PRICE
30	4" X 12" REPAIR CLAMPS	EA	1	\$ 102.01	\$ 119.00	\$ 131.00
31	4" X 12" X 1" REPAIR CLAMPS	EA	1	\$ 124.10	\$ 151.50	\$ 177.50
32	4" X 12" X 2" REPAIR CLAMPS	EA	1	\$ 149.17	\$ 173.00	\$ 204.50
33	4" X 15" REPAIR CLAMPS	EA	1	\$ 121.31	\$ 132.00	\$ 142.00
34	4" X 15" X 1" REPAIR CLAMPS	EA	1	\$ 140.41	\$ 164.50	\$ 187.50
35	4" X 20" REPAIR CLAMPS	EA	1	\$ 190.20	\$ 194.50	\$ 230.00
36	4" X 24" REPAIR CLAMPS	EA	1	\$ 218.54	\$ 254.50	\$ 293.00
37	4" X 30" REPAIR CLAMPS	EA	1	\$ 249.96	\$ 268.00	\$ 318.50
38	4" X 36" REPAIR CLAMPS	EA	1	\$ 404.53	\$ 667.00	\$ 425.00
39	6" X 8" REPAIR CLAMPS	EA	1	\$ 96.85	\$ 90.50	\$ 97.50
40	6" X 8" X 1" REPAIR CLAMPS	EA	1	\$ 116.96	\$ 123.00	\$ 142.00
41	6" X 12" REPAIR CLAMPS	EA	1	\$ 111.00	\$ 144.50	\$ 153.00
42	6" X 12" X 1" REPAIR CLAMPS	EA	1	\$ 131.68	\$ 177.50	\$ 198.50
43	6" X 12" X 1 1/2" REPAIR CLAMPS	EA	1	\$ 146.13	\$ 188.50	\$ 210.00
44	6" X 12" X 2" REPAIR CLAMPS	EA	1	\$ 149.45	\$ 154.00	\$ 225.00
45	6" X 18" REPAIR CLAMPS	EA	1	\$ 189.35	\$ 250.00	\$ 284.00
46	6" X 24" REPAIR CLAMPS	EA	1	\$ 244.13	\$ 312.50	\$ 345.00
47	6" X 36" REPAIR CLAMPS	EA	1	\$ 437.27	\$ 873.50	\$ 487.00
48	8" X 8" REPAIR CLAMPS	EA	1	\$ 108.06	\$ 105.50	\$ 115.00
49	8" X 12" REPAIR CLAMPS	EA	1	\$ 122.25	\$ 144.50	\$ 185.00
50	8" X 12" X 1" REPAIR CLAMPS	EA	1	\$ 141.63	\$ 177.50	\$ 230.00
51	8" X 12" X 1 1/2" REPAIR CLAMPS	EA	1	\$ 158.23	\$ 188.50	\$ 244.00
52	8" X 12" X 2" REPAIR CLAMPS	EA	1	\$ 161.43	\$ 222.50	\$ 257.50
53	8" X 16" REPAIR CLAMPS	EA	1	\$ 146.31	\$ 193.50	\$ 213.00
54	8" X 24" REPAIR CLAMPS	EA	1	\$ 260.10	\$ 351.00	\$ 383.50
55	10" X 8" REPAIR CLAMPS	EA	1	\$ 137.44	\$ 137.50	\$ 160.00
56	10" X 12" REPAIR CLAMPS	EA	1	\$ 170.68	\$ 215.00	\$ 250.00
57	10" X 12" X 1" REPAIR CLAMPS	EA	1	\$ 190.28	\$ 247.50	\$ 295.00
58	10" X 12" X 1 1/2 REPAIR CLAMPS	EA	1	\$ 209.66	\$ 258.50	\$ 309.00
59	10" X 12" X 2" REPAIR CLAMPS	EA	1	\$ 211.71	\$ 269.00	\$ 323.00
60	10" X 15" REPAIR CLAMPS	EA	1	\$ 203.32	\$ 249.50	\$ 284.00
61	10" X 24" REPAIR CLAMPS	EA	1	\$ 328.45	\$ 423.00	\$ 568.00
62	12" X 8" REPAIR CLAMPS	EA	1	\$ 152.00	\$ 162.50	\$ 179.00

NO.	ITEM	UOM	QTY	Mid-American Water	Core & Main LP	Ziebell Water Service
				PRICE	PRICE	PRICE
63	12" X 12" REPAIR CLAMPS	EA	1	\$ 183.83	\$ 260.00	\$ 288.00
64	12" X 12" X 1" REPAIR CLAMPS	EA	1	\$ 200.04	\$ 293.00	\$ 333.00
65	12" X 12" X 1 1/2" REPAIR CLAMPS	EA	1	\$ 220.19	\$ 304.00	\$ 568.00
66	12" X 12" X 2" REPAIR CLAMPS	EA	1	\$ 220.19	\$ 314.00	\$ 360.00
67	12" X 16" REPAIR CLAMPS	EA	1	\$ 217.05	\$ 296.00	\$ 324.00
68	12" X 24" REPAIR CLAMPS	EA	1	\$ 363.09	\$ 484.50	\$ 620.00
69	4" BELL JOINT ENCAPSULATING SLEEVE	EA	1	\$ 1,352.00	\$ 1,432.50	\$ 1,225.00
70	6" BELL JOINT ENCAPSULATING SLEEVE	EA	1	\$ 1,473.00	\$ 1,560.00	\$ 1,490.00
71	8" BELL JOINT ENCAPSULATING SLEEVE	EA	1	\$ 1,706.00	\$ 1,848.00	\$ 1,725.00
72	10" BELL JOINT ENCAPSULATING SLEEVE	EA	1	\$ 2,252.00	\$ 2,438.50	\$ 2,300.00
73	12" BELL JOINT ENCAPSULATING SLEEVE	EA	1	\$ 2,405.00	\$ 2,604.00	\$ 2,450.00
GRAND TOTAL				\$ 18,417.67	\$ 21,728.32	\$ 23,481.30

NOTES

1. Mid-American Water's corrected Grand Total is \$18,417.67.
2. Core & Main LP's corrected Grand Total is \$21,728.32.

Bid Opening 04/15/2024 @ 2:30 PM	NE, BR
Invitations Sent	5
Total Vendors Requesting Documents	0
Total Bid Responses	3

SECTION 7 - BID FORM PRICING

Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to the DuPage County Public Works Underground Maintenance, 17W440 N. Frontage, Darien, IL 60561. Bidders shall provide supplier part numbers.

NO.	ITEM	SUPPLIER PART NUMBER	UOM	QTY	PRICE
1	4" X 6" CLAY X PVC	1002-46RC	EA	1	\$ 51.09
2	4" X 6" CAST IRON X PVC	1056-64RC	EA	1	\$ 52.72
3	6" X 6" CLAY X PVC	1002-66RC	EA	1	\$ 52.72
4	8" X 8" CLAY X PVC	1002-88RC	EA	1	\$ 59.17
5	10" X 10" CLAY X PVC	1002-1010RC	EA	1	\$ 79.63
6	6" X 6" PVC X PVC	1056-66RC	EA	1	\$ 41.22
7	8" X 8" PVC X PVC	1056-88RC	EA	1	\$ 60.52
8	10" X 10" PVC X PVC	1056-1010RC	EA	1	\$ 78.72
9	4" TRANSITION GASKETS	N/A -	EA	1	\$ 7.00
10	6" TRANSITION GASKETS	N/A -	EA	1	\$ 8.00
11	4" SDR-26 SEWER PIPE 14 feet	-	EA	1	\$ 3.46 per ft
12	6" SDR-26 SEWER PIPE 14 feet	-	EA	1	\$ 7.65 per foot
13	8" SDR-26 SEWER PIPE 14 feet	-	EA	1	\$ 13.84 per foot
14	10" SDR-26 SEWER PIPE 14 feet	-	EA	1	\$ 21.56 per foot
15	12" SDR-26 SEWER PIPE 14 feet	-	EA	1	\$ 30.92 per foot
16	6" 2241 PVC PIPE 14 feet	-	EA	1	\$ 10.02 per foot
17	8" 2241 PVC PIPE 14 feet	-	EA	1	\$ 16.82 per foot
18	6" 22 BELL X SPIGOT SDR-26 HW	-	EA	1	\$ 60.95
19	6" 22 BELL X BELL SDR-26 HW	-	EA	1	\$ 58.29
20	6" 45 BELL X SPIGOT SDR-26 HW	-	EA	1	\$ 31.58
21	6" 45 BELL X BELL SDR-26 HW	-	EA	1	\$ 42.76
22	6" X 6" X 6" TEE SDR-26 HW	-	EA	1	\$ 75.45
23	8" X 8" X 6" TEE WYE SDR-26 HW	-	EA	1	\$ 108.43
24	6" 2 PART CLEANOUT WITH PLUG (PLASTIC)	-	EA	1	\$ 45.23

NÓ.	ITEM	SUPPLIER PART NUMBER	UOM	QTY	PRICE
25	10" X 10" X 6" TEES - HW	-	EA	1	\$ 236.57
26	12" X 12" X 6" TEES - HW	-	EA	1	\$ 313.79
27	9 QUARTS PIPE LUBE	-	EA	1	\$ 40.00 45.00
28	4" X ¹⁰ 8 " REPAIR CLAMPS	FSL-514-10	EA	1	\$ 83.91
29	4" X ¹⁶ 8 " X 1" REPAIR CLAMPS	FSL-514-10-CC4	EA	1	\$ 103.66
30	4" X 12" REPAIR CLAMPS	FSL-514-125	EA	1	\$ 102.01
31	4" X 12" X 1" REPAIR CLAMPS	FSL-514-125-CC4	EA	1	\$ 124.10
32	4" X 12" X 2" REPAIR CLAMPS	FSL-514-125-CC7	EA	1	\$ 149.17
33	4" X 15" REPAIR CLAMPS	FSL-514-15	EA	1	\$ 121.31
34	4" X 15" X 1" REPAIR CLAMPS	FSL-514-15-CC4	EA	1	\$ 140.41
35	4" X 20" REPAIR CLAMPS	FSL-514-20	EA	1	\$ 190.20
36	4" X 24" REPAIR CLAMPS	FSL-514-24	EA	1	\$ 218.54
37	4" X 30" REPAIR CLAMPS	FSL-514-30	EA	1	\$ 249.96
38	4" X 36" REPAIR CLAMPS	FSL-514-36	EA	1	\$ 404.53
39	6" X ¹⁰ 8 " REPAIR CLAMPS	FSL-724-10	EA	1	\$ 96.85
40	6" X ¹⁰ 8 " X 1" REPAIR CLAMPS	FSL-724-10-CC4	EA	1	\$ 116.46
41	6" X 12" REPAIR CLAMPS	FSL-724-125	EA	1	\$ 111.00
42	6" X 12" X 1" REPAIR CLAMPS	FSL-724-125-CC4	EA	1	\$ 131.68
43	6" X 12" X 1 1/2" REPAIR CLAMPS	FSL-724-125-CC6	EA	1	\$ 146.13
44	6" X 12" X 2" REPAIR CLAMPS	FSL-724-125-CC7	EA	1	\$ 149.45
45	6" X 18" REPAIR CLAMPS	FSL-724-20	EA	1	\$ 189.35
46	6" X 24" REPAIR CLAMPS	FSL-724-24	EA	1	\$ 244.13
47	6" X 36" REPAIR CLAMPS	FSL-724-36	EA	1	\$ 437.27
48	8" X 8" REPAIR CLAMPS	FSL-939-10	EA	1	\$ 108.06
49	8" X 12" REPAIR CLAMPS	FSL-939-125	EA	1	\$ 122.25
50	8" X 12" X 1" REPAIR CLAMPS	FSL-939-125-CC4	EA	1	\$ 141.63

NO.	ITEM	SUPPLIER PART NUMBER	UOM	QTY	PRICE
51	8" X 12" X 1 1/2" REPAIR CLAMPS	FSL-939-125-CC6	EA	1	\$ 158.23
52	8" X 12" X 2" REPAIR CLAMPS	FSL-939-125-CC7	EA	1	\$ 161.43
53	8" X 16" REPAIR CLAMPS	FSL-939-16	EA	1	\$ 146.31
54	8" X 24" REPAIR CLAMPS	FSL-939-24	EA	1	\$ 260.10
55	10" X 8" REPAIR CLAMPS	FSL-1144-10	EA	1	\$ 137.44
56	10" X 12" REPAIR CLAMPS	FSL-1144-125	EA	1	\$ 170.68
57	10" X 12" X 1" REPAIR CLAMPS	FSL-1144-125-CC4	EA	1	\$ 190.28
58	10" X 12" X 1 1/2" REPAIR CLAMPS	FSL-1144-125-CC6	EA	1	\$ 209.66
59	10" X 12" X 2" REPAIR CLAMPS	FSL-1144-125-CC7	EA	1	\$ 211.71
60	10" X 15" REPAIR CLAMPS	FSL-1144-15	EA	1	\$ 203.32
61	10" X 24" REPAIR CLAMPS	FSL-1144-24	EA	1	\$ 328.45
62	12" X 8" REPAIR CLAMPS	FSL-1350-10	EA	1	\$ 152
63	12" X 12" REPAIR CLAMPS	FSL-1350-125	EA	1	\$ 183.83
64	12" X 12" X 1" REPAIR CLAMPS	FSL-1350-125-CC4	EA	1	\$ 200.04
65	12" X 12" X 1 1/2" REPAIR CLAMPS	FSL-1350-125-CC6	EA	1	\$ 220.19
66	12" X 12" X 2" REPAIR CLAMPS	FSL-1350-125-CC7	EA	1	\$ 220.19
67	12" X 16" REPAIR CLAMPS	FSL-1350-16	EA	1	\$ 217.05
68	12" X 24" REPAIR CLAMPS	FSL-1350-24	EA	1	\$ 363.09
69	4" BELL JOINT ENCAPSULATING SLEEVE	TPS	EA	1	\$ 1352.00
70	6" BELL JOINT ENCAPSULATING SLEEVE	TPS	EA	1	\$ 1473.00 1473.00
71	8" BELL JOINT ENCAPSULATING SLEEVE	TPS	EA	1	\$ 1706.00
72	10" BELL JOINT ENCAPSULATING SLEEVE	TPS	EA	1	\$ 2252.00
73	12" BELL JOINT ENCAPSULATING SLEEVE	TPS	EA	1	\$ 2405.00
GRAND TOTAL					\$ 19,773.18

GRAND TOTAL
(In words) *Nineteen thousand sevenhundred seventy three and Eighteen 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.

X  outside sales
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 15 day of April AD, 20 24

(Notary Public) My Commission Expires: _____

SEAL



Required Vendor Ethics Disclosure Statement

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

Date: 4/15/24

Bid/Contract/PO #:

Company Name: <u>Mid-American Water</u>	Company Contact: <u>Eric Lowe</u>
Contact Phone: <u>847-345-7388</u>	Contact Email: <u>Eric.Lowe@midAmericanWater.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



Printed Name

Eric Lowe

Title

Sales Rep

Date

4/15/24

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



Facilities Management Requisition Under \$30K

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

File #: 24-1387

Agenda Date: 5/7/2024

Agenda #: 9.A.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1256	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$20,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$20,000.00
	CURRENT TERM TOTAL COST: \$20,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Donnelly & Associates, Inc.	VENDOR #: 11341	DEPT: Facilities Management	DEPT CONTACT NAME: Mark Thomas
VENDOR CONTACT: Joe Donnelly	VENDOR CONTACT PHONE: 847-902-7917	DEPT CONTACT PHONE #: 630-816-2979	DEPT CONTACT EMAIL: mark.thomas@dupagecounty.gov
VENDOR CONTACT EMAIL: jpdpe@comcast.net	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
<p>DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation of a contract to Donnelly & Associates, Inc., to provide professional on-call elevator consulting services, for the period May 7, 2024 through May 6, 2026, for an amount not to exceed \$20,000.00. Other Professional Service not subject to competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). This is a highly technical elevator and escalator consulting service and not suitable for competitive bid. (Facilities Management)</p> <p>JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Professional consulting services are necessary to ensure code compliances are met for elevators and escalators, to provide required elevator safety education for building mechanics and security staff, to perform equipment assessments needed to create bid specifications for maintenance, repairs and upgrades and to prepare the Elevator Maintenance Agreement.</p>			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

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. Three consulting firms were contacted to perform elevator consulting work on behalf of the County. Staff has reviewed the qualifications of these firms. Donnelly & Associates possesses the staff and resources with experience in elevator equipment to provide comprehensive equipment assessment. The consultant has provided similar consulting services for the County in the past.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Approve a contract to be issued to Donnelly & Associates, Inc., to provide professional elevator consulting services upon request. 2. Select another elevator consulting firm to provide the consulting services. However, staff has reviewed the qualifications of other firms in order to select the most qualified firm to provide the consulting work for the County. Donnelly & Associates Inc. has successfully provided these services for the County in the past and has the qualified staff and resources to provide the consulting services required.

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: Donnelly & Associates, Inc.	Vendor#: 11341	Dept: Facilities Management	Division:
Attn: Joe Donnelly	Email: jpdpe@comcast.net	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 920 Burnham Court	City: Glenview	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60025	State: IL	Zip: 60187
Phone: 847-902-7917	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Donnelly & Associates, Inc.	Vendor#: 11341	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Mark Thomas	Email: mark.thomas@dupagecounty.gov
Address: 920 Burnham Court	City: Glenview	Address: Various	City: Wheaton
State: IL	Zip: 60025	State: IL	Zip: 60187
Phone: 847-902-7917	Fax:	Phone: 630-816-2979	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 7, 2024	Contract End Date (PO25): May 6, 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		Other Professional Services	FY24	1000	1100	53090		15,360.00	15,360.00
2	1	LO		Other Professional Services	FY25	1000	1100	53090		3,000.00	3,000.00
3	1	LO		Other Professional Services	FY26	1000	1100	53090		1,640.00	1,640.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 20,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Other Professional Services for Elevators and Escalators
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 5/7/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND DONNELLY & ASSOCIATES, INC.
FOR PROFESSIONAL ON-CALL ELEVATOR CONSULTING SERVICES
FOR FACILITIES MANAGEMENT**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 7th day of May, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Donnelly & Associates, Inc., licensed to do business in the State of Illinois, with offices at 920 Burnham Court, Glenview, Illinois 60025; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional elevator consulting services, on an on-call basis, related to preventive maintenance, code compliance, modification designs, contract document, development and oversight of maintenance and education programs, specification drafting and safety inspections (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional elevator consulting services and is willing to perform the required services for an amount **not to exceed** \$20,000; and

WHEREAS, the CONSULTANT acknowledges that it is qualified and has experience and expertise in this area to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

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

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

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

3.0 NOTICE TO PROCEED

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

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

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

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

4.0 TECHNICAL SUBCONSULTANTS

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 6, 2026, unless

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

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

6.0 DELIVERABLES

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

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$20,000. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide

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

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

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

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

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice

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

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

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

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

performance of the CONSULTANT'S services under this AGREEMENT.

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

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on May 6, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 6, 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. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

Donnelly & Associates, Inc.
920 Burnham Court
Glenview, IL 60025
ATTN: Joseph P. Donnelly, P.E.
Phone: 847.729.7917

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

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

Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

For Phase I & II

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

For Phase III

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

so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

26.2 Reserved

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

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

(Remainder of page left intentionally blank)

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

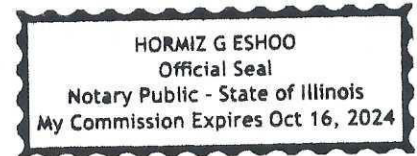
COUNTY OF DUPAGE

DONNELLY & ASSOCIATES, INC.

Signature on File

TIM HARBAUGH, PE, DEE
DEPUTY DIRECTOR

Joseph P. Donnelly, PE
Vice President



ATTEST BY:

ATTEST BY:

Signature on File

CATHERINE FIGLEWSKI

Signature

Hormiz G Eshoo

Print Name

Branch Manager

Title

EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional consulting services for COUNTY-operated elevators, escalators and dumbwaiters related to preventive maintenance, code compliance, modification designs, contract document, development and oversight of maintenance and education programs, specification drafting and safety inspections, for the period, from May 14, 2024 through May 13, 2026.

CONSULTANT will provide COUNTY with professional elevator consulting services, upon request by the COUNTY. The scope of each task will be defined at the time of the request for services. Each particular work item and, or, assignment may include, but not limited to, CONSULTANT's preparation of: i) conduct equipment reviews and safety inspections; ii) draft specifications and contract documents; iii) code compliance measures; iv) permit submittals, plan reviews and meetings; v) develop and oversee elevator education and performance-based maintenance programs.

EXHIBIT B

DELIVERABLES

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

This contract is upon request with deliverables to be specified by COUNTY staff. These deliverables may include; but may not be limited to the following:

- Equipment Reviews
- Inspection Reports
- Submittal Reviews and Meetings
- Code Compliance Reports
- Written Acceptance Reviews
- Elevator Specification Based on Master Specifications
- Elevator Education Program
- Elevator Maintenance Program

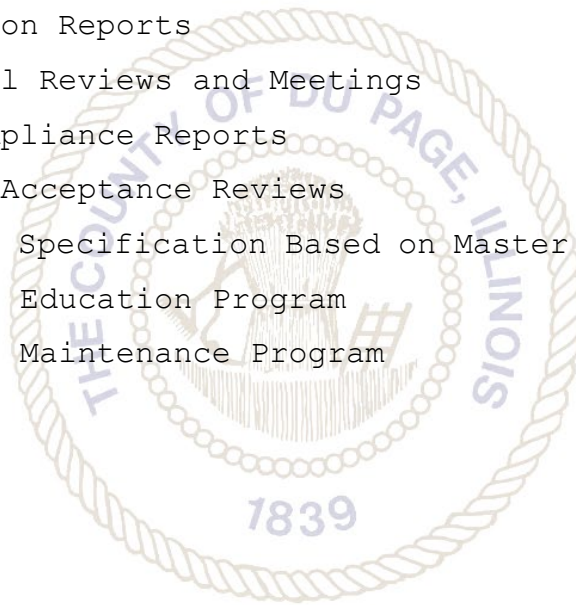


EXHIBIT C

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

CONSULTANT: DONNELLY & ASSOCIATES, INC.

PROJECT: ELEVATORS, ESCALATORS AND DUMBWAITERS CONSULTING SERVICES

The CONSULTANT shall bill the COUNTY for all tasks, assignments, and work performed, as ordered by the COUNTY, in accordance with the following schedule of hourly rates by assignment/task. The CONSULTANT shall not bill the COUNTY for any specific work item in excess of the sub-amount stated for that particular assignment or task without the COUNTY'S prior approval (in accordance with Paragraph 7.2 and Section 14.0 of the AGREEMENT).

All work listed under Exhibit "A", Scope of Work, shall be billed at the following hourly rates:

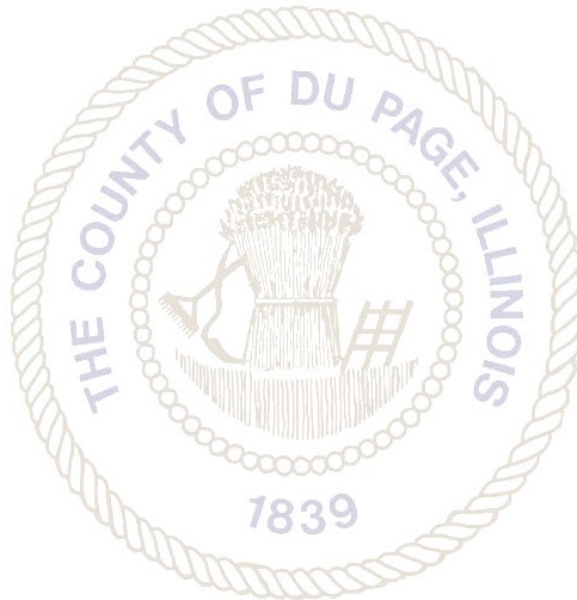
Elevator Consulting Services:
\$320.00 per hour

Authorized Expenses to be billed at cost:
(documentation, reproduction, special handling requirements, elevator education expenses [slides, handouts])

TOTAL NOT TO EXCEED FEE/EXPENSES \$20,000.00

Exhibit C Notes

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





Required Vendor Ethics Disclosure Statement

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

Date: 4/15/24

Bid/Contract/PO #: _____

Company Name: <u>Donnelly & Associates, Inc.</u>	Company Contact: <u>Joseph Donnelly</u>
Contact Phone: <u>847-902-7917</u>	Contact Email: <u>JPDPE@comcast.net</u>

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

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

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

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

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

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

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

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

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

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

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

<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	<u>Joseph P. Donnelly</u>
Title	<u>Vice President</u>
Date	<u>4/15/24</u>

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0022-24

Agenda Date: 5/7/2024

Agenda #: 9.B.

JOINT AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS,
WHEATON PARK DISTRICT, AND TAYLOR STUDIOS, INC.
FOR PROFESSIONAL DESIGN SERVICES
FOR FACILITIES MANAGEMENT
(NOT TO EXCEED \$45,000)

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to the “Counties Code” (55 ILCS 5/5-1001 *et seq.*) and “County Offices, Equipment and Expenditures” (55 ILCS 5/5-1106, *et. seq.*); and

WHEREAS, the Wheaton Park District (“PARK DISTRICT”) by virtue of its power set forth in the “Park District Code” (70 ILCS 1205/1-1 *et seq.*) is authorized to enter into agreements for purposes of improving PARK DISTRICT property; and

WHEREAS, the PARK DISTRICT and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the COUNTY’s Public Works Committee requires professional design services at the Heritage Gallery in the JTK Building, including both “Initial Services” and “Additional Services” as outlined below. “Initial Services,” as defined in the Scope of Services, may include but is not limited to: Resource Analysis, Schematic Design, Concept Workshop, Survey and Focus Group Materials, and Concept Design. “Additional Services,” as defined in the Scope of Services, may include but is not limited to detail designs such as: a final floor plan, colored exhibit sketches with final narratives, CAD drawings, and final graphic templates; and

WHEREAS, Taylor Studios, Inc. (“CONSULTANT”) has experience and expertise providing professional design services of this nature and is willing to perform the required services, as ordered by the County, including Initial Services for an amount of \$30,000, and Additional Services (detailed design) for an additional \$15,000; for a total amount not to exceed forty-five thousand dollars and no cents (\$45,000.00); and

WHEREAS, the Taylor Studios, Inc. AGREEMENT calls for the scope of services to be implemented in two phases: Initial Services (Phase I) and Additional Services (Phase II), and Facilities Management staff shall not authorize Phase II of the work to begin until approval from the Public Works Committee to proceed is received; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with 55 ILCS 5/5-1022(c) - Vendor selected pursuant to DuPage County Procurement Ordinance, Section 2-353(1)(b) (“Other Professional Services”); 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, PARK DISTRICT, and Taylor Studios, Inc. is hereby accepted and approved in an amount not to exceed forty-five thousand dollars and no cents (\$45,000.00) paid by the COUNTY, and the Chair 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 Deputy Director of Facilities Management is hereby authorized to approve completion of such Additional Services as are contemplated in the AGREEMENT upon receiving the consent of the Public Works Committee; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Taylor Studios, Inc. 1320 Harmon Drive, Rantoul, IL 61866, Wheaton Park District 102 E. Wesley Street, Wheaton, IL 60187, and Civil Division / State's Attorney's Office.

Enacted and approved this 14th day of May, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1346	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$45,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$45,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Taylor Studios, Inc.	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Grace Carroll	VENDOR CONTACT PHONE: 217-893-4874	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.gov
VENDOR CONTACT EMAIL: gcarroll@taylorstudios.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 Taylor Studios, Inc, for professional design services for the Heritage Gallery in the JTK Building for Facilities Management, for the period May 15, 2024 through November 30, 2025, amount not to exceed \$45,000. Other Professional Service not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The existing Heritage Gallery exhibit on the ground floor of 421 JTK Administration Building has outlived its useful life and is in need of review and replacement. This design work will provide options to remove the existing displays and modernize the space in coordination with planned exhibit work at the DuPage County Historical Museum.			

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.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

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 a statement of interest for the design for the DuPage County Historical Museum Enduring Values and County Heritage Gallery was issued, two firms responded. Staff has reviewed the qualifications of these firms and determined that Taylor Studios, Inc. possesses the qualified design 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 Taylor Studios, Inc. to provide design services for the Heritage Gallery, for Facilities Management, for a not to exceed contract in the amount of \$45,000.00. 2) Select another firm to provide these design services. However, staff does not recommend this, and has determined that Taylor Studios, Inc. possesses the qualified professional design 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: Taylor Studios, Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn: Grace Carroll	Email: gcarroll@taylorstudios.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 1320 Harmon Dr.	City: Rantoul	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 61866	State: IL	Zip: 60187
Phone: 217-893-4874	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Taylor Studios, Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupagecounty.gov
Address: 1320 Harmon Dr.	City: Rantoul	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 61866	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 15, 2024	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Phase I Professional Services	FY24	1000	1100	53090		30,000.00	30,000.00
2	1	LO		Phase II Professional Services	FY25	1000	1100	53090		15,000.00	15,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 45,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Services for Heritage Gallery
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, and Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 5/7/24 CB: 5/14/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Required Vendor Ethics Disclosure Statement

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

Date: 4/24/2024

Bid/Contract/PO #: _____

Company Name: <u>Taylor Studios Inc</u>	Company Contact: <u>Brant Hendricks</u>
Contact Phone: <u>217-893-4874</u>	Contact Email: <u>bhendricks@taylorstudios.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signatur Signature on File
 Printed Name Brant Hendricks
 Title President
 Date 4/24/2024

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

**JOINT AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS,
WHEATON PARK DISTRICT,
AND TAYLOR STUDIOS, INC.
FOR PROFESSIONAL DESIGN SERVICES**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 15 day of May, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY"), the Wheaton PARK DISTRICT, a body corporate and politic, with offices at 102 E. Wesley St., Wheaton, Illinois (hereinafter referred to as the "PARK DISTRICT") and Taylor Studios, Inc., an Illinois corporation, located at 1320 Harmon Drive, Rantoul, Illinois, licensed to do business in the State of Illinois; (hereinafter referred to as the CONSULTANT). The COUNTY, PARK DISTRICT, and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties." The COUNTY and PARK DISTRICT are hereinafter referred to collectively as the "OWNERS."

RECITALS

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

WHEREAS, the PARK DISTRICT by virtue of its power set forth in the "Park District Code" (70 ILCS 1205/1-1 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the PARK DISTRICT and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the OWNERS require professional design work services at the Heritage Gallery for the COUNTY ("the Heritage Project"), and

professional design work services at the DuPage County Historical Museum for the PARK DISTRICT ("the Museum Project") (hereinafter collectively referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional exhibit design services and is willing to perform the required services for an amount **not to exceed** \$120,000 in total. For purposes of the COUNTY and PARK DISTRICT's sharing of costs, \$75,000 shall be the responsibility of and paid by the PARK DISTRICT, and \$45,000 shall be the responsibility of and paid by the County. The County's initial commitment, however, shall be no more than \$30,000 for Initial Services contemplated at the time of execution hereof, with the remaining \$15,000 of the County's payment responsibility contingent on the County's granting further approval(s) for Additional Services, as outlined herein; and

WHEREAS, the CONSULTANT acknowledges that it is qualified in the design of exhibits to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

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

1.0 INCORPORATION AND CONSTRUCTION

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

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A1 for the COUNTY'S Heritage Project, and Exhibit A2 for the PARK DISTRICT'S Museum Project, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibits for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the OWNERS when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the OWNERS or other groups and the CONSULTANT concerning the PROJECT.

2.3 The OWNERS may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.4 The relationship of the CONSULTANT to the OWNERS is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the OWNERS to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any OWNERS' benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the OWNERS to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals

licensed to practice by the State of Illinois in the applicable professional discipline.

- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the OWNERS except as by separate agreement.

3.0 NOTICE TO PROCEED

-BY THE COUNTY

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

Authorization to proceed with various tasks described in Exhibit A1 will be given to the CONSULTANT by representatives of the Department of Facilities Management.

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.

- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

-BY THE PARK DISTRICT

- 3.4 Authorization to proceed shall be given on behalf of the PARK DISTRICT by the Executive Director in the form of a written

Notice to Proceed following execution of the AGREEMENT by the County Board Chair and PARK DISTRICT.

Authorization to proceed with various tasks **described in Exhibit A2** will be given to the CONSULTANT by the PARK DISTRICT's Executive Director or his/her designee.

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

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 With respect to each Project, the prior written approval of the COUNTY and/or PARK DISTRICT shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY/PARK DISTRICT ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY and/or PARK DISTRICT approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4

of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY and/or PARK DISTRICT on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the Heritage PROJECT after the COUNTY issues its written Notice to Proceed for work identified in Exhibit A1. The CONSULTANT shall commence work to meet the requirements for professional services on the Museum PROJECT after the PARK DISTRICT issues its written Notice to Proceed for work identified in Exhibit A2. The COUNTY and PARK DISTRICT are not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A1 or A2 and specifically agreed pursuant thereto.
- 5.2 Unless otherwise defined in Exhibit A1 or A2 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 or PARK DISTRICT. All of the services required hereunder shall be completed by November 30, 2025, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the OWNERS or by any employee of the OWNERS or by changes ordered by the OWNERS, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the OWNERS upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 For work identified in Exhibit A1, the CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the

Deputy Director directs, the deliverables specified in Exhibit B.

6.2 For work identified in Exhibit A2, the CONSULTANT shall provide the PARK DISTRICT on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Executive Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

7.1. The OWNERS shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The OWNERS 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 \$120,000. This amount is a **"not to exceed"** amount. For purposes of the COUNTY's payment responsibility, the COUNTY will initially pay an amount not to exceed \$30,000 for CONSULTANT's Initial Services as outlined within Exhibit A1. Once the Initial Services are completed, the COUNTY shall have the option to either approve or reject such Additional Services as are reflected within Exhibit A1, in an amount not to exceed \$15,000. In the event the OWNERS direct the CONSULTANT to perform services which would cause the stated amount(s) to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY and PARK DISTRICT with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY or PARK DISTRICT at an increased fee without compliance to the notice requirements listed above.

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

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

- 7.7 Upon approval of properly documented invoices, the OWNERS shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The OWNERS may not deny a properly documented claim for compensation, in whole or in part, without cause. The OWNERS shall pay all invoices pursuant to 50 ILCS 505/1 *et seq.*, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the OWNERS within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the OWNERS. The OWNERS reserve the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The OWNERS shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming: (1) the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187; and (2) Wheaton Park District, and its elected and appointed officers, officials, employees, and agents 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: (1) the County of DuPage c/o the**

Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187; and (2) Wheaton Park District, and its elected and appointed officers, officials, employees, and agents 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 and the PARK DISTRICT 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 and PARK DISTRICT 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 and PARK DISTRICT of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY and/or PARK DISTRICT 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 PARK DISTRICT, 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 and PARK DISTRICT 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 and PARK DISTRICT. 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 or PARK DISTRICT.

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

9.0 INDEMNIFICATION

- 9.1 To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the Owners and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the CONSULTANT'S work, provided that any such claim, damage, loss or expense (i) is attributable

to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the CONSULTANT, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CONSULTANT shall similarly protect, indemnify and hold and save harmless the Owners, their officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CONSULTANT'S breach of any of its obligations under, or CONSULTANT'S default of, any provision of the Agreement.

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

OWNERS shall survive the termination, or expiration, of this AGREEMENT.

- 9.5 The OWNERS do not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the OWNERS under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.0. An electronic copy of all applicable deliverables, in a format designated by the OWNERS' representative, shall be provided to the OWNERS.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the OWNERS 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 OWNERS acknowledge that the use of information that becomes the property of the OWNERS pursuant to Paragraph 12.2,

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly

any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

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

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

14.0 MODIFICATION OR AMENDMENT

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

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on the OWNERS' designated form(s).

15.0 TERM OF THIS AGREEMENT

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

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

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

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

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, any 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

OWNERS at OWNERS' election.

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the 18th Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Taylor Studios
1320 Harmon Dr
Rantoul, IL 61866
ATTN: President Brant Hendricks
Phone: 217.893.4874

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

Wheaton Park District
102 E. Wesley St.
Wheaton, IL 60187
ATTN: Executive Director Michael Benard
Phone: 630.510.4945

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

23.1 No party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the OWNERS shall be responsible for securing access for the CONSULTANT. In the

event the OWNERS cannot secure access for the CONSULTANT, the OWNERS 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 OWNERS shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the OWNERS' permission, or legal authority, to enter onto the property of a third party.

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

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to OWNERS' approval.
- 26.2 Reserved
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the OWNERS to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

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

COUNTY OF DUPAGE

Taylor Studios, Inc.

Deborah A. Conroy, Chair
DuPage County Board

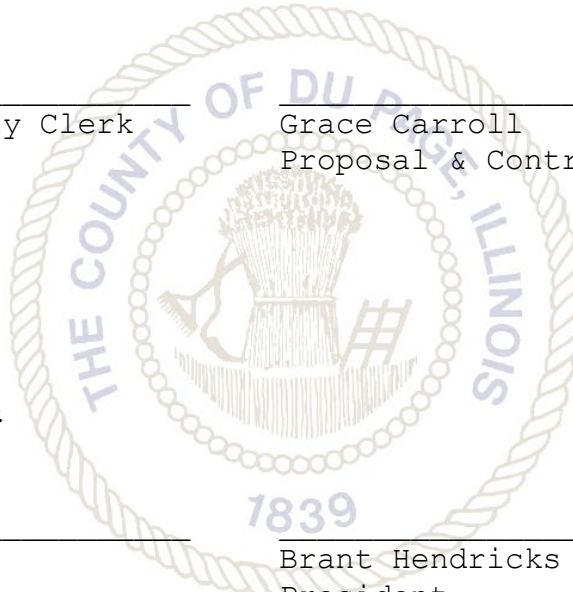
Brant Hendricks
President

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Grace Carroll
Proposal & Contract Manager



Wheaton Park District

John Kelly
Wheaton Park District
President

Brant Hendricks
President

ATTEST BY:

ATTEST BY:

Michael J. Benard
Executive Director

Grace Carroll
Proposal & Contract Manager

Exhibit A: SCOPE OF WORK

DuPage County Heritage Gallery and Wheaton Park District Enduring Values Gallery

Project Objective

Create design documents for both the Heritage Gallery, 887 square feet, and Enduring Values, 940 square feet. Define design direction, content creation, and budget estimates for both. Exhibits will be designed in tandem as they need to complement each other and not duplicate content.

Both designs will be discussed in depth with client team to determine the best direction forward. TSI will begin by starting with the design ideas that have already been prepped by the client and build from there. The design for Heritage Gallery would focus on DuPage County events organized chronologically. Stories would be told using artifacts mounted in existing cases. The design for Enduring Values would strive to recreate an early-twentieth-century Main Street with storefronts that represent well known buildings around DuPage County. Artifact cases would be mounted within the storefront windows along with various mechanical and digital interactives.

Overall Budget Estimate

Taylor Studios will Provide:

Design for Enduring Values & Heritage Gallery

- Resource Analysis
- Schematic Design
- Concept Workshop
- Survey & Focus Group Materials
- Concept Design

Initial Services Total: \$80,000*

*Estimated budget split between exhibits is \$50,000 Enduring Values and \$30,000 Heritage Gallery.

Additional Services Price to add on DD for Enduring Values [Wheaton Park District]: \$25,000

Additional Services Price to add on DD for Heritage Gallery [DuPage County]: \$15,000

Total including Additional Services for both exhibits through DD: \$120,000**

**Estimated budget split between exhibits is \$75,000 Enduring Values and \$45,000 Heritage Gallery.

Written preapproval from Owners is required for Additional Services work to proceed.

Exhibit A1: Project Tasks and Budget Detailed: Heritage Gallery [DuPage County]

The language included in Exhibit A is hereby incorporated and adopted into this Exhibit. Listed below are tasks that may be included in each phase.

Task	Details	TSI	Client
RA			
RA Questionnaire Development	Personalize questionnaire document for client	x	
Complete RA Questionnaire	Answer all questions and provide supporting material needed to start project including any building plans, artifact lists, master plans, etc.		x
Artifact Catalog	Client provides organize catalog of potential artifacts for exhibit, including photos and dimensions		x
Kickoff Call	Call with project manager and client teams to go over contract and deliverable dates	x	x
SD			
Workshop prep	TSI team will prep presentation for both sites	x	
Site Visits & Workshop	Client will provide tours of both locations. TSI will lead presentation and discussion to determine central themes, subthemes, design direction and graphic look. Will include on-site and off-site work.	x	x
Bubble Floor Plan	Exhibit subtheme areas defined on floor plan	x	
Exhibit Sketches	Black and white overview exhibit sketches	x	
Exhibit Narratives	Description of exhibits and visitor experience	x	
Copy Writing Styles	Writing style options for future exhibit copy	x	
Content Outline	Outline of subthemes and major storylines	x	
Graphic Look	Graphic color scheme, fonts, and major design elements	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
Public Survey Developed	Package design elements that client would like to send out as a survey to public	x	
Public Survey Distributed	Client distributes survey and collects data to send to TSI		x
Stakeholder Focus Group	Present and discuss design concepts to stakeholders at a 1-day meeting (½ of the meeting for HG and ½ for EV), Client to coordinate and plan focus group, TSI to facilitate	x	x
CD			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	

Contract Exhibits – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

Exhibit Floor Plan	Detailed floor plan with all exhibit elements labeled	x	
Exhibit Sketches	Exhibit Sketches that show updated design concepts	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
Content Outline	Detailed content outline including every topic that will be included in each exhibit area	x	
Graphic Templates	One of each type of graphic is designed with placeholder copy and imagery	x	
Artifact Schedule	List of artifacts to include in exhibit	x	
Graphic Schedule	List of graphics in exhibit including size and material	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
DD Add-alt	Subject to County preapproval		
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	
Exhibit Floor Plan	Detailed floor plan with dimensions	x	
Exhibit Sketches	All sketches updated and at least half are colored	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
CAD Drawings	Plan, Elevations, and Section views of exhibit walls and components with overall dimensions, graphic callouts and detail notes	x	
Finish Schedule	List of finishes used in exhibit, including any paint, stains, laminates, etc.	x	
A/V Wireframes	Overview of any a/v components and the story they tell	x	
Copy Document	Final copy for every graphic panel	x	
Graphic Templates	Graphic templates for every graphic	x	
Artifact Schedule	List of final artifacts to be used in exhibits and potential mounting methods	x	
Graphic Schedule	Final list of graphics in exhibit including size and material	x	
Draft Budget	Itemized budget	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Revisions	TSI will respond to feedback for Heritage Gallery and revise the deliverable prior to packaging up all final pieces	x	

Initial Services: Base Price of Heritage Gallery work, RA through CD: \$30,000

Additional Services: Alternate Price to add on DD for Heritage Gallery: \$15,000

Not-to-Exceed Total for Heritage Gallery: \$45,000

Exhibit A2: Project Tasks and Budget Detailed: Enduring Values [Wheaton Park District]

The language included in Exhibit A is hereby incorporated and adopted into this Exhibit. Listed below are tasks that may be included in each phase.

Task	Details	TSI	Client
RA			
RA Questionnaire Development	Personalize questionnaire document for client	x	
Complete RA Questionnaire	Answer all questions and provide supporting material needed to start project including any building plans, artifact lists, master plans, etc.		x
Artifact Catalog	Client provides organize catalog of potential artifacts for exhibit, including photos and dimensions		x
Kickoff Call	Call with project manager and client teams to go over contract and deliverable dates	x	x
SD			
Workshop prep	TSI team will prep presentation for both sites	x	
Site Visits & Workshop	Client will provide tours of both locations. TSI will lead presentation and discussion to determine central themes, subthemes, design direction and graphic look. Will include on-site and off-site work.	x	x
Bubble Floor Plan	Exhibit subtheme areas defined on floor plan	x	
Exhibit Sketches	Black and white overview exhibit sketches	x	
Exhibit Narratives	Description of exhibits and visitor experience	x	
Copy Writing Styles	Writing style options for future exhibit copy	x	
Content Outline	Outline of subthemes and major storylines	x	
Graphic Look	Graphic color scheme, fonts, and major design elements	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
Public Survey Developed	Package design elements that client would like to send out as a survey to public	x	
Public Survey Distributed	Client distributes survey and collects data to send to TSI		x
Stakeholder Focus Group	Present and discuss design concepts to stakeholders at a 1-day meeting (½ of the meeting for HG and ½ for EV), Client to coordinate and plan focus group, TSI to facilitate	x	x
CD			
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	

Contract Exhibits – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

Exhibit Floor Plan	Detailed floor plan with all exhibit elements labeled	x	
Exhibit Sketches	Exhibit Sketches that show updated design concepts	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
Content Outline	Detailed content outline including every topic that will be included in each exhibit area	x	
Graphic Templates	One of each type of graphic is designed with placeholder copy and imagery	x	
Artifact Schedule	List of artifacts to include in exhibit	x	
Graphic Schedule	List of graphics in exhibit including size and material	x	
Draft Budget	Pricing by exhibit area	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Authorization to Proceed	Signed document that allows TSI to proceed onto next design phase		x
DD Add-alt	Subject to Park District preapproval		
Feedback and Response	TSI will respond to each piece of feedback and determine direction forward	x	
Exhibit Floor Plan	Detailed floor plan with dimensions	x	
Exhibit Sketches	All sketches updated and at least half are colored	x	
Exhibit Narratives	Updated exhibit descriptions and visitor experience	x	
CAD Drawings	Plan, Elevations, and Section views of exhibit walls and components with overall dimensions, graphic callouts and detail notes	x	
Finish Schedule	List of finishes used in exhibit, including any paint, stains, laminates, etc.	x	
A/V Wireframes	Overview of any a/v components and the story they tell	x	
Copy Document	Final copy for every graphic panel	x	
Graphic Templates	Graphic templates for every graphic	x	
Artifact Schedule	List of final artifacts to be used in exhibits and potential mounting methods	x	
Graphic Schedule	Final list of graphics in exhibit including size and material	x	
Draft Budget	Itemized budget	x	
Review & Provide Feedback	Three-week review period followed by organized and unified feedback		x
Deliverable Walkthrough Call	Presentation of deliverable	x	x
Revisions	TSI will respond to feedback for Enduring Values Gallery and revise the deliverable prior to packaging up all final pieces	x	

Initial Services: Base Price of Enduring Values work, RA through CD: \$50,000

Additional Services: Alternate Price to add on DD for Enduring Values: \$25,000

Not-to-Exceed Total for Enduring Values: \$75,000

Exhibit B: PROJECT DELIVERABLES

DuPage County Heritage Gallery and Wheaton Park District Enduring Values Gallery

Resource Analysis (RA) Questionnaire <i>[Initial Services]</i>	Document of questions created by TSI for client to complete prior to kicking off project. Answers determine what resources are available for design team to use.
Schematic Design (SD)* <i>[Initial Services]</i>	Digital pdf document that will include draft content outline, copywriting samples, floor plan, exhibit concept sketches and narratives and graphic look. This deliverable also includes a draft budget.
Concept Design (CD)* <i>[Initial Services]</i>	Digital pdf document that will include final content outline, updated floor plan, detailed exhibit sketches with updated narratives and specific graphic templates. This deliverable also includes an updated budget.
Detail Design (DD)** <i>[Additional Services subject to Owner preapproval]</i>	Digital pdf document that will include final floor plan, colored exhibit sketches with final narratives, CAD drawings, and final graphic templates. This deliverable also includes a word document of final copy and a final budget document.

*Deliverables include a 3-week review period, deliverable walk-through call, and some revisions. Review periods for Heritage Gallery and Enduring Values will be staggered.

** DD is listed as an Additional Services option for both projects in the budget breakdown.

Deliverable Overview and Timeline

Separate deliverables will be created for Enduring Values and Heritage Gallery. The projects will share a trip onsite for workshops. **A final detailed schedule will be developed once contract has been developed and signed. Dates here are subject to change based on completion date of final contract.**

Month	Enduring Values	Month	Heritage Gallery
May 2024	Contract Signed	May 2024	Contract Signed
June 2024	Resource Analysis & Kick Off	June 2024	Resource Analysis & Kick Off
Early July 2024	Workshop	Early July 2024	Workshop
July – September 2024	Schematic Design	July – August 2024	Schematic Design
Late September 2024	Survey & Focus Group	Late September 2024	Survey & Focus Group
Late October – Late December 2024	Concept Design	Late October – Early December 2024	Concept Design

Contract Exhibits – DuPage County Heritage Gallery and Enduring Values Gallery – Taylor Studios

TBD	Detail Design [Additional Services]	TBD	Detail Design [Additional Services]
TBD	Complete	TBD	Complete



Public Works Requisition under \$30,000

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

File #: 24-1388

Agenda Date: 5/7/2024

Agenda #: 10.A.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Colony Hardware	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Drew Cormican
VENDOR CONTACT: Mike Lopez	VENDOR CONTACT PHONE: 708-478-6464	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: drew.cormican@dupagecounty.gov
VENDOR CONTACT EMAIL: mlopez@colonyhardware.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 blanket purchase order, issued to Colony Hardware, for the purchase of tools and supplies, for Public Works, for a credit limit not to exceed \$15,000. Per DuPage County Procurement Ordinance, Section 2-357(2) – Public Works will establish a credit account to purchase various supplies on an as-needed basis.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Colony Hardware supplies tools and materials for building and maintenance needs at DuPage County Public Works facilities.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Colony Hardware	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Accounts Payable	Email: jataylor@colonyhardware.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 9860 Clearvue Ct	City: Mokena	Address: 7900 S Rt 53	City: Woodridge
State: Illinois	Zip: 60448	State: Illinois	Zip: 60517
Phone: 708-478-6464	Fax:	Phone: 630-985-7400	Fax:
<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): May 7, 2024	Contract End Date (PO25): May 6, 2025
Contract Administrator (PO25): Drew Cormican			

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		Blanket Order		2000	2555	52200		15,000.00	15,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Do Not Encumber
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



Public Works Requisition under \$30,000

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

File #: 24-1389

Agenda Date: 5/7/2024

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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD:
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Konrady Plastics, Inc.	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Drew Cormican
VENDOR CONTACT: Kevin Cochran	VENDOR CONTACT PHONE: 219-763-7001	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: drew.cormican@dupagecounty.gov
VENDOR CONTACT EMAIL: kcochran@konradyplastics.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 blanket purchase order, issued to Konrady Plastics, for the purchase of plastic materials, for Public Works, for a credit limit not to exceed \$15,000. Per DuPage County Procurement Ordinance, Section 2-357(2) – Public Works will establish a credit account to purchase various supplies on an as-needed basis.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Konrady Plastics supplies made to order or stocked plastic materials for building and maintenance needs at DuPage County Public Works facilities.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (C) NOT SUITABLE FOR COMPETITIVE BIDDING
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Konrady Plastics	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Accounts Payable	Email: kcochran@konradyplastics.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 1780 Coppes Court	City: Portage	Address: 7900 S Rt 53	City: Woodridge
State: Indiana	Zip: 46368	State: Illinois	Zip: 60517
Phone: 219-763-7001	Fax:	Phone: 630-985-7400	Fax:
<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): May 7, 2024	Contract End Date (PO25): May 6, 2025
Contract Administrator (PO25): Drew Cormican			

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		Blanket Order		2000	2555	52250		15,000.00	15,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Do Not Encumber 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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0017-24

Agenda Date: 5/7/2024

Agenda #: 11.A.

AWARDING RESOLUTION
ISSUED TO COM ED
FOR ELECTRIC UTILITY SUPPLY AND DISTRIBUTION SERVICES
FOR THE CONNECTED COUNTY FACILITIES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: \$4,374,742.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to ComEd, for electric utility supply and distribution services, for the connected County facilities, for the period May 1, 2024 through April 30, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for electric utility distribution services, for the connected County facilities, for the period May 1, 2024 through April 30, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, ComEd, 2 Lincoln Center, 9th Floor, Chicago, IL 60181, \$3,169,299.00 for Facilities Management, \$22,797.00 for Animal Services, \$794,041.00 for the Care Center, \$131,380.00 for the Division of Transportation, and \$257,225.00 for the Health Department, for a total contract amount not to exceed \$4,374,742.00 - Public Utility.

Enacted and approved this 14th day of May, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: FM-P-0017-24	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$4,374,742.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$4,374,742.00
	CURRENT TERM TOTAL COST: \$4,374,742.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: ComEd	VENDOR #: 10023	DEPT: Facilities Management	DEPT CONTACT NAME: Cathie Figlewski
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-407-4700	DEPT CONTACT EMAIL: catherine.figlewski@dupagecounty.gov
VENDOR CONTACT EMAIL:	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 ComEd, for electric utility distribution services for the connected County facilities, for Facilities Management, for the period May 1, 2024 through April 30, 2025, for a total contract amount not to exceed \$4,374,742.00, per 55 ILCS 5/5-1022 (c) not suitable for competitive bids – Public Utility. (\$3,169,299 for Facilities Management, \$22,797 for Animal Services, \$794,041 for the Care Center, \$131,380 for the Division of Transportation, and \$257,225 for the Health Department)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Electric utility distribution services are required to maintain the operations of the County facilities.			

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. PUBLIC UTILITY
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: ComEd	Vendor#: 10023	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email: FMAccountsPayable @dupagecounty.gov
Address: 2 Lincoln Center, 9th Flr	City: Oak Brook Terrace	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip: 60181	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: ComEd	Vendor#: 10023	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 6112	City: Carol Stream	Address: 421 N. County Farm, 2-700	City: Wheaton
State: IL	Zip: 60197-6112	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2024	Contract End Date (PO25): Apr 30, 2025
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		FM		1000	1100	53210		3,169,299.00	3,169,299.00
2	1	LO		CC		1200	2045	53210		794,041.00	794,041.00
3	1	LO		AS		1100	1300	53210		22,797.00	22,797.00
4	1	LO		DOT		1500	3510	53210		131,380.00	131,380.00
5	1	LO		Health Dept. - Informational Only						257,225.00	257,225.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 4,374,742.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Electric Services for Connected Facilities
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Clara Gomez, Katie Boffa, Christine Kliebahn, Kristie Lecaros, Kathy Curcio
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 5/7/24 CB: 5/14/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0012-24

Agenda Date: 5/7/2024

Agenda #: 11.B.

AWARDING RESOLUTION
ISSUED TO COM ED
FOR ELECTRIC UTILITY SUPPLY AND DISTRIBUTION SERVICES
FOR THE CONNECTED PUBLIC WORKS FACILITIES
FOR PUBLIC WORKS
(CONTRACT TOTAL AMOUNT: \$1,300,000)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to ComEd, for electric utility supply and distribution services for the connected Public Works facilities, for Public Works, for the period of June 8, 2024, through April 30, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, for electric utility distribution services for the connected Public Works facilities, for Public Works, for the period of June 8, 2024, through April 30, 2025, for Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to, ComEd, 2 Lincoln Center, 9th Floor, Chicago, IL 60181, for a total contract amount not to exceed \$1,300,000, per 55 ILCS 5/5-1022 (c) not suitable for competitive bids - Public Utility.

Enacted and approved this 14th day of May, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1349	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,300,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 05/07/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,300,000.00
	CURRENT TERM TOTAL COST: \$1,300,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Com Ed	VENDOR #: 10023	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL:	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.). Electrical service for a 1 year period from June 8, 2024 through April 30, 2025 in the amount of \$1,300,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Electrical service is needed to provide electricity for the operations of all Public Works facilities.			

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. PUBLIC UTILITY
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: ComEd	Vendor#: 10023	Dept: DuPage County Public Works	Division: Public Works
Attn:	Email:	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 2 Lincoln Center, 9th Flr	City: Oak Brook Terrace	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60181	State: Illinois	Zip: 60517
Phone:	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same As Above	Vendor#: 10023	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): June 8, 2024	Contract End Date (PO25): April 30, 2025
Contract Administrator (PO25): Drew Cormican/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		Electrical service for a 1-year period from June 8, 2024 through April 30, 2025.	FY24	2000	2555	53210		600,000.00	600,000.00
2	1	EA		Electrical service for a 1-year period from June 8, 2024 through April 30, 2025.	FY24	2000	2640	53210		75,000.00	75,000.00
3	1	EA		Electrical service for a 1-year period from June 8, 2024 through April 30, 2025.	FY24	2000	2665	53210		25,000.00	25,000.00
4	1	EA		Electrical service for a 1-year period from June 8, 2024 through April 30, 2025.	FY25	2000	2555	53210		500,000.00	500,000.00
5	1	EA		Electrical service for a 1-year period from June 8, 2024 through April 30, 2025.	FY25	2000	2640	53210		75,000.00	75,000.00
6	1	EA		Electrical service for a 1-year period from June 8, 2024 through April 30, 2025.	FY25	2000	2665	53210		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 1,300,000.00

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

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



Informational

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

File #: 24-1441

Agenda Date: 5/7/2024

Agenda #: 12.A.

**PERMANENT SANITARY SEWER
FACILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, Anita M. Meeks, as property owners (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$10,000.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and warrants to the County of DuPage, Illinois, (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent easement ("Permanent Sewer Easement") for the purpose of constructing, installing, maintaining, operating, and all other purposes hereunder provided, a sanitary sewer lift station as part of the Waterfall Glen Interceptor Project.

The Permanent Sewer Easement, as shown on Exhibit A, is legally described as follows:

THE NORTH 30.0 FEET OF THE EAST 30.0 FEET AS MEASURED PARALLEL TO THE NORTH AND EAST LINES OF LOT 6 IN WATERFALL GLEN ESTATES SUBDIVISION A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Common Property: 8801 White Deer Drive, Darien, Illinois 60561

Permanent Parcel Number: 10-04-109-006

Prepared by: DuPage County Public Works
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Gregory Phillips
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution Number: _____

This Grant is made by the Grantors and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:

“Easement Area” shall mean the area of the Grantee’s Permanent Sewer Easement on the Grantor’s property.

“Improvements” shall mean any sewer system component, including line, drain, pipe, water vault, valve, b-box, manhole, cathodic protection, and all other appurtenances, equipment or fixtures thereto, located within the Easement Area, but shall not include any laterals, service lines, connections, or meters that service a single structure or system customer. Furthermore, no appurtenance, equipment or fixture physically attached to the Improvements or installed by the Grantee shall be deemed an Improvement if located within 10.00 feet of any building or structure on the Subject Property.

“Permanent Sewer Easement” shall be as legally described above. Said easement shall, notwithstanding any errors or discrepancies in said legal descriptions, be an area of land 30.0 feet by 30.0 feet as measured parallel to the North and East property lines of Lot 6 in the northwest corner of the Subject Property [*having the water line and its Improvements falling within this area*].

2. This Permanent Sewer Easement is granted specifically for the purpose of allowing the Grantee ingress and egress onto, over, under and above the Easement Area to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate permanent sanitary sewer and water lines, lift station and appurtenances thereto. Further, Grantee may from time to time, perform inspections, maintenance, repairs, reconstruction, regarding or other work within the Easement Area, and on the Improvements located therein. The rights and obligations of the Grantee shall extend to its employees, officers, agents, contractors, sub-contractors, assigns and successors.
3. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Area, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any, and all uses that do not adversely affect the intended purpose for which the Easement Area, or the Improvements, have been designed or are intended to serve. Grantor shall be responsible for the routine surface maintenance of the Easement Area at all times the Grantee is not engaged in any work thereon. Such responsibilities shall include, but are not limited to, lawn mowing, weed control, and removing any litter and debris.
4. The Grantor shall not construct any structures or improvements on the Easement Area, nor shall the Grantor alter, change, destroy or modify the grading of the Easement Area in any manner that would affect the designed and intended use of said Easement Area, or the Improvements, without having first received prior written approval of the Grantee. The Grantor may use and, or, cross the Easement Area in the routing of utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes, of the Improvements within the Easement Area. Grantor shall do no act that affects the lateral or sub-lateral support for the Easement Area, or the Improvements located thereon, or that interferes with the operation of said Improvements.

5. Grantee may access the Easement Area at any time, without notice to Grantor, to inspect the Easement Area, including any Improvement located thereon, and to monitor and observe the operations thereof, and to undertake emergency repairs or maintenance as Grantee deems necessary or prudent.
6. The Grantee agrees that it will perform any work hereby authorized within the Easement Area, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform said work in such a way as to avoid harm to improvements adjacent to said Easement Area. In the event any adjacent area of the Subject Property is disturbed or damaged by the Grantee's entry onto or work within the Easement Area, the Grantee shall restore the disturbed or damaged area as nearly as possible to the condition in which it was before the Grantee's entrance thereon. The Grantee shall restore disturbed lawn in the Easement Area with seed upon completion of its work. The Grantee may store equipment and materials in the Easement Area while performing any construction, maintenance, repairs, surveying, testing, installation in said Easement Area. Grantee will promptly remove all such items upon completion of the authorized work.
7. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantors and the Grantee. The Grantee shall record this easement grant at its sole expense.

Special Conditions

1. The Grantee shall pay the Grantor \$10,000 as compensation for the granting of this permanent sanitary sewer facility easement for the purpose set forth herein.
2. The County shall restore, in kind, any area of the Grantor's property during construction.
3. The Grantee shall provide and maintain uninterrupted sanitary sewer service to the Grantor's property at all times. The Grantor shall pay for such services as required by the DuPage County Code of Ordinances.
4. If the Grantee removes or damages any of the existing lawn sprinkler system, the Grantee shall repair or reinstall said sections of lawn sprinkler system at the Grantee's expense to conform with pre-existing conditions and up to current regulations.
5. The Grantee shall provide additional berm and landscape screening within the easement utilizing native shrubs and or planting materials.
6. The Grantee will be responsible for repairing any damage to the Grantor's driveway that occurs while the Grantee is conducting any work within the easement area to conform with the driveway's pre-existing condition.

[This Space Left Intentionally Blank]

Dated this 29 day of April, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR(S):

By: [Redacted]

name: Anita M. Meeks
title:

STATE OF ILLINOIS)
COUNTY OF DUPAGE) Ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Shree Siddhi Vinayak Housing LLC, ANITA M. MEEKS, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of APRIL, 2024.

Notary Public [Redacted]

My commission expires: 3/10/2026



GRANTEE: COUNTY OF DUPAGE

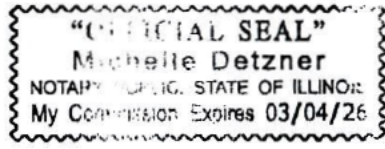
By: [Redacted]

Name: Nicholas Kottmeyer P.E.
Title: Director, Public Works & Operations

Attest by: [Redacted]

Name: Michelle Detzner
Title: Notary

Seal:



PLAT OF EASEMENT GRANT

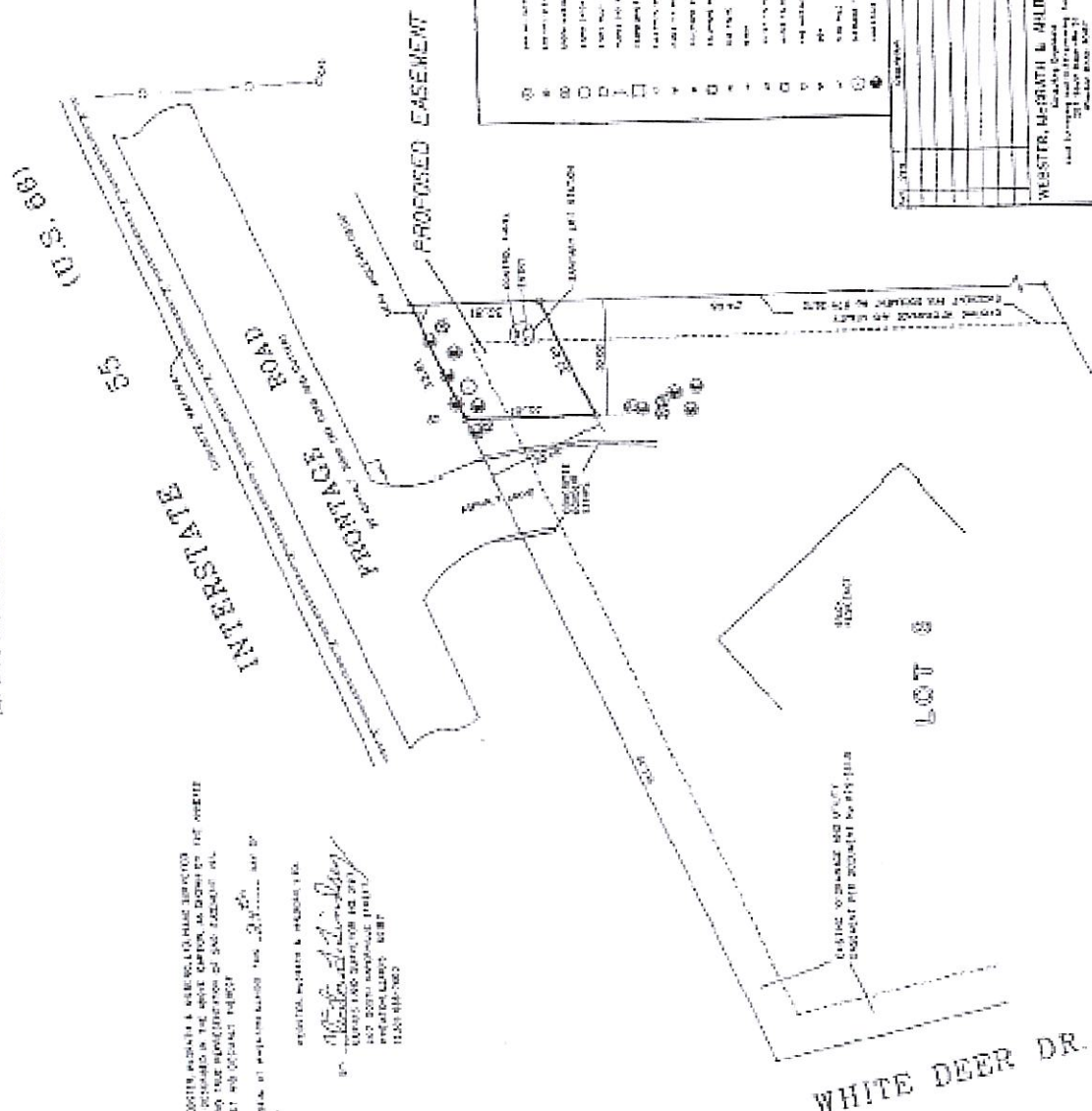
ALL THE ABOVE ARE NOT ON THE MAP ALSO NOT ON LOT 4 OF
 WITHIN THE 1000 ACRES BOUNDARY WITHIN DEED NO. 5, 6, 8, 9, 10
 AS HEREIN BY THE SAID DEEDS AND SUBSEQUENT DEEDS IN PART OF THE
 1000 ACRES OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 7
 WEST, COUNTY OF HANCOCK, MINNESOTA.

STATE OF MINNESOTA
 COUNTY OF HANCOCK

I, the undersigned, being a duly qualified surveyor
 and the applicant, do hereby certify that the above
 described land is the property of the applicant and
 is being granted to the applicant as shown on the
 plat hereon and is not subject to any other
 claims or liens.

WITNESSED my hand and the seal of my office
 this 21st day of June, 1911.

EDWARD HANCOCK & HANCOCK, L.L.C.
 Surveyors



LEGEND

1	Proposed Easement
2	Right of Way
3	Right of Way
4	Right of Way
5	Right of Way
6	Right of Way
7	Right of Way
8	Right of Way
9	Right of Way
10	Right of Way
11	Right of Way
12	Right of Way
13	Right of Way
14	Right of Way
15	Right of Way
16	Right of Way
17	Right of Way
18	Right of Way
19	Right of Way
20	Right of Way
21	Right of Way
22	Right of Way
23	Right of Way
24	Right of Way
25	Right of Way
26	Right of Way
27	Right of Way
28	Right of Way
29	Right of Way
30	Right of Way
31	Right of Way
32	Right of Way
33	Right of Way
34	Right of Way
35	Right of Way
36	Right of Way
37	Right of Way
38	Right of Way
39	Right of Way
40	Right of Way

WESTER, HANCOCK & HANCOCK, L.L.C.
 Surveyors
 211 West Hennepin Avenue
 Minneapolis, Minn.

Sheet No.	1
Section	4
Township	27 North
Range	7 West
County	Hancock
State	Minnesota
Date	June 21, 1911