



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, November 19, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

Vice Chair Mary Ozog arrived at 9:11 am due to attending another committee meeting.

Chair Paula Garcia made a motion to appoint Member Liz Chaplin for quorum purposes.

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-3098](#)

Public Works Committee Minutes - Regular Meeting - Tuesday November 5, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Jim Zay

6. BUDGET TRANSFERS

6.A. [24-3099](#)

Facilities Management – Transfer of funds from account number 5000-2704-54010-DE-SE0000181 (Building Improvements) in the amount of \$7,681.00 to account numbers 5000-2704-50000-DE-SE0000181 (Regular Salaries), 5000-2704-50010- DE-SE0000181 (Overtime), 5000-2704-51010- DE-SE0000181 (Employer Share IMRF), 5000-2704-51030- DE-SE0000181 (Employer Share Social Security), and 5000-2704-51040- DE-SE0000181 (Employee Medical and Hosp Insurance) for a total amount of \$7,681.00, to reimburse the Public Works Department for their electricians work on the EECBG grant funded vehicle charging stations.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Liz Chaplin

7. CLAIMS REPORT

7.A. [24-3100](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Jim Zay

8. CONSENT ITEMS

8.A. [24-3101](#)

Insituform Technologies, LLC. (7270SERV) - Contract Extension to June 30, 2025, to complete outstanding work, for Public Works. No change in contract total.

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

9. JOINT PURCHASING AGREEMENT

9.A. [PW-P-0030-24](#)

Recommendation for the approval of a contract purchase order to Olsson Roofing Company, Inc., for preparing, removing, and replacing the roof of the Marionbrook Administration Building, for the period of November 26, 2024 to June 30, 2025, for a total contract amount not to exceed \$189,755. Contract pursuant to the Intergovernmental Cooperation Act, per the TIPS Contract #23010402.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia

SECONDER: Liz Chaplin

10. BID AWARD

10.A. [24-3102](#)

Recommendation for the approval of a contract to RAM Mechanical Services, Inc., for an unforeseen repair of the compressor for the chiller at the Woodridge Greene Valley Wastewater Treatment Plant, for the period of September 1, 2024 to November 30, 2024, for a total contract amount not to exceed \$5,418, per lowest responsible bid #S3545.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Liz Chaplin

11. PROFESSIONAL SERVICES AGREEMENT

11.A. [FM-P-0042-24](#)

Recommendation for the approval of a contract to Kluber, Inc., to provide on-call Professional Architectural and Engineering Services, as needed, for Facilities Management, for the period December 1, 2024 through May 31, 2028, for a total contract amount not to exceed \$200,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Paula Garcia
SECONDER: Liz Chaplin

12. OLD BUSINESS

No old business was discussed.

13. NEW BUSINESS

13.A. Quiet Rooms

Facilities Management Project Supervisor Geoff Matteson discussed options for quiet rooms around the 421 Building for Employees and Visitors alike. Director of Facilities Management Tim Harbaugh and Mr. Matteson answered any questions from Member Zay, Member Cahill, and Member Chaplin about design, sizing options, and timelines.

14. ADJOURNMENT

With no further business, the meeting was adjourned.



Minutes

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

File #: 24-3098

Agenda Date: 11/19/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Draft Summary

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

Tuesday, November 5, 2024

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

Other Board Members Present: Member Michael Childress, Member Sheila Rutledge, Member Elizabeth Chaplin

Vice Chair Mary Ozog arrived at 9:03 am due to attending another committee meeting.

Member Elizabeth Chaplin arrived at 9:05 am due to attending another committee meeting.

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2917](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, October 15, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

6. CLAIMS REPORT

6.A. [24-2918](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
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MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7. **CONSENT ITEMS**

7.A. [24-2919](#)

Wold Architects and Engineers (5456-0001 SERV) – Contract Extension to November 30, 2025, to provide on-call Professional Architectural and Engineering Services, for Facilities Management. No change in contract total.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7.B. [24-2920](#)

Robinson Engineering - Contract is being extended to November 30, 2024, to pay the final invoice for tank evaluations, for Public Works. Contract Extension with no change in contract total.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7.C. [24-2921](#)

Joseph J. Henderson & Sons - Contract time extension to June 30, 2025 due to outstanding disputes between Joseph J. Henderson & Sons and a subcontractor. Contract Extension with no change in contract total.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

8. OTHER PROFESSIONAL SERVICES

8.A. [PW-P-0028-24](#)

Recommendation for the approval of funding to Caminer Law, LLC, for professional legal services to assist the DuPage County Department of Public Works with Lake Michigan Water Allocation for Unincorporated Itasca, as needed, for the period November 12, 2024 through November 30, 2026, for an amount not to exceed \$65,000. Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(c); appointed as a Special Assistant State’s Attorney by the State’s Attorney’s Office pursuant to DuPage County Procurement Ordinance 353(1)(b).

Member Jim Zay asked for clarification on the Lake Michigan Water allocation to DuPage County in comparison to the system in Unincorporated Itasca, IL. Director Nick Kottmeyer clarified that each water system in DuPage County is required to have its own water allocation for Lake Michigan Water and this is a preventative step to ensure that residents do not run into any issues in the future.

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

8.B. [24-2922](#)

Recommendation for the approval of an agreement with Luetkehans, Brady, Garner & Armstrong, to provide legal services as a Special Assistant State’s Attorney to assist in Phase II rezoning for the DuPage County Campus, for Facilities Management, for the period of November 12, 2024 through November 30, 2026, for an amount not to exceed \$29,500. Professional Services, not subject to competitive bidding per 55 ILCS 5/5-1022(c); appointed as a Special Assistant State’s Attorney by the State’s Attorney’s Office pursuant to DuPage County Procurement Ordinance 353(1)(b).

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

9. SOLE SOURCE

9.A. [PW-P-0029-24](#)

Recommendation for the approval of a contract to Metro Tank and Pipe Company, to furnish and retrofit the Public Works Fuel Station GasBoy submersible pump for the diesel tank, for Public Works, for the period of November 12, 2024 to June 30, 2025, for a total contract amount not to exceed \$37,115; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source – Direct replacement of existing suction lift pump system with a submersible pump system for the Woodridge Greene Valley Diesel Fuel Station.)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Jim Zay

9.B. [FM-P-0041-24](#)

Recommendation for the approval of a contract purchase order to Midwest Applied Solutions, Inc., to provide ionization tube parts for the HVAC clean air systems at the Judicial Office Facility and Annex, for Facilities Management, for the period November 13, 2024 through November 12, 2025, for a total contract amount not to exceed \$45,660; per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - authorized parts and service provider for this area. (ARPA ITEM)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

10. ACTION ITEM

10.A. [FM-CO-0002-24](#)

Amendment to Resolution FM-P-0217-22, (Contract 5972-0001 SERV), issued to the Village of Glendale Heights on behalf of the Eighteenth Judicial Court Circuit, for the lease of property for use as courtroom facilities, for Facilities Management, for a change order to change the contract expiration date of November 30, 2025 to March 12, 2025 and decrease the contract amount by \$75,250, taking the original contract amount of \$245,708, and resulting in an amended contract amount not to exceed \$170,458, a decrease of 30.63%.

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

11. INFORMATIONAL

11.A. [DC-CO-0002-24](#)

Recommendation for the approval of an amendment to Purchase Order #6693-0001 SERV, issued to Accela, Inc., to extend subscription service for Velosimo software integration between Accela on-line permitting software and Bluebeam plan review software through June 22, 2025, and to increase the contract amount for Building & Zoning - \$4,631.71, Division of Transportation - \$4,631.71, Stormwater - \$4,631.71 and Public Works - \$4,631.70, for a total contract increase not to exceed \$18,526.83.

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

12. DISCUSSION

12.A. Heritage Gallery Survey Results

Facilities Management Project Supervisor Geoffrey Matteson discussed the survey responses that were recorded from respondents of the DuPage County Board. Member DeSart, Member Childress, Member Galassi, Member Zay, and Member Rutledge asked questions and provided comments about diversity, equity, and inclusion throughout the exhibit, as well as a timeline for Taylor Studios to provide an updated scope of work. Mr. Matteson answered any questions.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned.



Budget Transfer

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

File #: 24-3099

Agenda Date: 11/19/2024

Agenda #: 6.A.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October 1, 2024

From: 5000
 Company #

EECBG GRANTS
 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	
2704	54010		BUILDING IMPROVEMENTS	\$ 7,681.00	250,610.51	242,929.51	11/7/24
Total				\$ 7,681.00			

To: 5000
 Company #

EECBG GRANTS
 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	
2704	50000		REGULAR SALARIES	\$ 5,613.00	0	5,613.00	11/7/24
2704	50010		OVERTIME	\$ 289.00	0	289.00	11/7/24
2704	51030		EMPLOYER SHARE SOCIAL SECURITY	\$ 452.00	0	452.00	11/7/24
2704	51010		EMPLOYER SHARE I.M.R.F.	\$ 485.00	0	485.00	11/7/24
2704	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 842.00	0	842.00	11/7/24
Total				\$ 7,681.00			

Reason for Request:

Budget transfer needed to reimburse the Public Works Department for their electricians work on the EECBG grant funded electric vehical charging stations for Facilities Management.

Department Head: _____ Date: 11/7/2024
 Chief Financial Officer: _____ Date: 11/19/24

Activity DE-SE0000181
 (optional)

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

Finance Department Use Only

Fiscal Year 24 Budget Journal # _____ Acctg Period _____

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

PW - 11/19/24
 FIN/CB - 11/26/24



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 24-3100

Agenda Date: 11/19/2024

Agenda #: 7.A.

Public Works			
Schedule of Claims			
11/19/2024			
Pay Vendor Name	Description	Check Date	Amount
ADVANCE AUTO PARTS	Auto parts	11/1/2024	\$49.12
AL WARREN OIL CO INC	Fuel	11/1/2024	\$844.43
AT&T	Phone service	11/1/2024	\$1,758.58
BRESLER REALTY CO	Overpayment	11/1/2024	\$1,983.14
CDW GOVERNMENT INC	Server	11/1/2024	\$5,801.74
CITY OF WHEATON	Meter reads	11/1/2024	\$476.30
COMCAST	Internet	11/1/2024	\$248.85
FIRST ENVIRONMENTAL LABS INC	Lab testing	11/1/2024	\$865.80
MIDLAND SCIENTIFIC INC	Lab supplies	11/1/2024	\$672.46
NICOR GAS	Gas	11/1/2024	\$460.70
OZINGA READY MIX CONCRETE, INC	Concrete	11/1/2024	\$434.50
PEREGRINE CORPORATION	Utility billing	11/1/2024	\$2,442.00
RAM MECHANICAL SERVICES INC	Service	11/1/2024	\$11,740.00
TOSHIBA AMERICA BUSINESS	Copier lease/usage	11/1/2024	\$935.49
VULCAN CONSTRUCTION MATERIALS	Stone	11/1/2024	\$1,830.80
WILLOWBROOK FORD INC	Service	11/1/2024	\$515.39
AHMED, NOOR & OSMAN	Billing overpayment refund	11/7/2024	\$87.74
BACIGALUPO, KENNETH	Billing overpayment refund	11/7/2024	\$35.38
BACK, BIRGER B	Billing overpayment refund	11/7/2024	\$24.64
BARR, BRANDON	Billing overpayment refund	11/7/2024	\$54.92
BEDNAR, CHRISTINE	Billing overpayment refund	11/7/2024	\$17.07
BIEBEL, LORI	Billing overpayment refund	11/7/2024	\$30.24
BOMBARD, BILL	Billing overpayment refund	11/7/2024	\$69.63
BOTERO, ALEXANDRA	Billing overpayment refund	11/7/2024	\$132.27
BROWN, SANDRA	Billing overpayment refund	11/7/2024	\$18.73
BROWNING, AARON / ERIN	Billing overpayment refund	11/7/2024	\$45.36
BUNTROCK, JOHN	Billing overpayment refund	11/7/2024	\$64.48
CAPEK, OTTO V	Billing overpayment refund	11/7/2024	\$14.54
CARRINGTON MORTGAGE SERVICES	Billing overpayment refund	11/7/2024	\$89.75
CASCADE FUNDING MORTGAGE TRUST	Billing overpayment refund	11/7/2024	\$35.57
CASTELLANO, ANTHONY	Billing overpayment refund	11/7/2024	\$60.48
CHEN, ZUYU	Billing overpayment refund	11/7/2024	\$15.12
CHRISTENSEN, NEIL	Billing overpayment refund	11/7/2024	\$30.24
CHUDZIK, LAURA / RICHARD	Billing overpayment refund	11/7/2024	\$151.20
CUERVO, FRANK	Billing overpayment refund	11/7/2024	\$72.54
CUNNINGHAM, MICHAEL & LISA	Billing overpayment refund	11/7/2024	\$8.06
DALOIA, JOHN	Billing overpayment refund	11/7/2024	\$20.15
DAVERO, PHILLIP	Billing overpayment refund	11/7/2024	\$60.59
FARRUGGIO, ANTHONY	Billing overpayment refund	11/7/2024	\$36.74
FECHT, TIM	Billing overpayment refund	11/7/2024	\$72.46
FENCL, WENDY	Billing overpayment refund	11/7/2024	\$43.95
FITZGERALD, MICHAEL	Billing overpayment refund	11/7/2024	\$35.37
FITZGERALD, ROBERT	Billing overpayment refund	11/7/2024	\$143.46
FLYNN, CLARICE	Billing overpayment refund	11/7/2024	\$47.84

Public Works			
Schedule of Claims			
11/19/2024			
Pay Vendor Name	Description	Check Date	Amount
FOCOSI, MARISSA	Billing overpayment refund	11/7/2024	\$17.07
FOX, IRENE M	Billing overpayment refund	11/7/2024	\$55.04
FRAUSTO, KATHRYN	Billing overpayment refund	11/7/2024	\$47.22
GAIGALAS, EVALDAS	Billing overpayment refund	11/7/2024	\$35.81
GAUDIO, KATIE	Billing overpayment refund	11/7/2024	\$311.48
GERMANN, RODNEY	Billing overpayment refund	11/7/2024	\$68.28
GLENN, RENEE	Billing overpayment refund	11/7/2024	\$89.70
GRABOWSKI, JAMES	Billing overpayment refund	11/7/2024	\$229.38
GRECO, MICHAEL	Billing overpayment refund	11/7/2024	\$44.46
HACKNEY, JONATHAN	Billing overpayment refund	11/7/2024	\$15.12
HAGGH, RONALD	Billing overpayment refund	11/7/2024	\$47.84
HALDEMAN, KRISHNA	Billing overpayment refund	11/7/2024	\$12.09
HALL, MATTHEW	Billing overpayment refund	11/7/2024	\$25.30
HANSEN, ABIGAIL	Billing overpayment refund	11/7/2024	\$17.59
HUNTER, MICHAEL	Billing overpayment refund	11/7/2024	\$54.61
INTEGRITY BUILDING & REALTY	Billing overpayment refund	11/7/2024	\$83.60
IVOSKIS, GINTARE & RENADAS	Billing overpayment refund	11/7/2024	\$10.30
JANIAK, JAMES	Billing overpayment refund	11/7/2024	\$47.84
JIANG, SIYING	Billing overpayment refund	11/7/2024	\$109.34
KHAYAL, HOSAM / LAILA	Billing overpayment refund	11/7/2024	\$147.13
KOC, KRZYSTOF	Billing overpayment refund	11/7/2024	\$252.39
KOLIOPOULOS, JOHN	Billing overpayment refund	11/7/2024	\$32.72
KOWYNIA, STEVE J	Billing overpayment refund	11/7/2024	\$15.12
KWANG-P CHOW, CHIH-PING	Billing overpayment refund	11/7/2024	\$13.37
LARSON, TIMOTHY &	Billing overpayment refund	11/7/2024	\$35.81
LEICHT, CINDY &	Billing overpayment refund	11/7/2024	\$86.38
LINDQIST, KYLIE & JAMES	Billing overpayment refund	11/7/2024	\$16.12
LOIZZO, MICHAEL J SR	Billing overpayment refund	11/7/2024	\$73.06
MADIGAN, KATHLEEN	Billing overpayment refund	11/7/2024	\$32.55
MALICAY, BRIAN	Billing overpayment refund	11/7/2024	\$34.14
MAY, CORA & PALUCKI, MATTHEW	Billing overpayment refund	11/7/2024	\$10.18
MCDAVID, ROBERT	Billing overpayment refund	11/7/2024	\$34.14
MEHTA, PRAVIN	Billing overpayment refund	11/7/2024	\$15.12
MICAL, CHESTER	Billing overpayment refund	11/7/2024	\$31.78
MORALES, PEDRO A	Billing overpayment refund	11/7/2024	\$30.20
MORAN, EDITH	Billing overpayment refund	11/7/2024	\$74.64
MUNZ, AMANDA & TOM	Billing overpayment refund	11/7/2024	\$26.62
NASH, ROBERTA	Billing overpayment refund	11/7/2024	\$60.48
NEGIC, MARKO	Billing overpayment refund	11/7/2024	\$531.68
NEPADDA TRUST	Billing overpayment refund	11/7/2024	\$229.71
NOVACK, SCOTT	Billing overpayment refund	11/7/2024	\$94.37
NOVAK, GREGORY	Billing overpayment refund	11/7/2024	\$15.12
O'DELL, KRISTOPHER	Billing overpayment refund	11/7/2024	\$47.90
O'HARA, THOMAS	Billing overpayment refund	11/7/2024	\$19.08

Public Works			
Schedule of Claims			
11/19/2024			
Pay Vendor Name	Description	Check Date	Amount
ORDOGNE, RENE	Billing overpayment refund	11/7/2024	\$11.80
OWCA, PATRICK	Billing overpayment refund	11/7/2024	\$30.40
PADAIGIS	Billing overpayment refund	11/7/2024	\$15.31
PALERMO, WILLIAM & DANA	Billing overpayment refund	11/7/2024	\$56.58
PALUS, EWA ZYCZYOWSKA & PAWEL	Billing overpayment refund	11/7/2024	\$32.24
PARKHURST JR, EDWIN	Billing overpayment refund	11/7/2024	\$12.56
PARRO, CAROLINE	Billing overpayment refund	11/7/2024	\$238.14
POULOS, MARYANN	Billing overpayment refund	11/7/2024	\$75.60
PULTE HOMES	Billing overpayment refund	11/7/2024	\$118.36
REDEVELOPED PROPERTIES LLC	Billing overpayment refund	11/7/2024	\$100.75
REITER, MARK	Billing overpayment refund	11/7/2024	\$32.22
RHEE, EUNICE / JOHN	Billing overpayment refund	11/7/2024	\$143.01
RITZERT, EDWARD	Billing overpayment refund	11/7/2024	\$15.12
ROHRER, MATT	Billing overpayment refund	11/7/2024	\$20.66
ROT, BURT J/ NELVA	Billing overpayment refund	11/7/2024	\$15.12
RUGGIO, MICHAEL	Billing overpayment refund	11/7/2024	\$10.97
RUVALCABA, ELVIRA	Billing overpayment refund	11/7/2024	\$8.06
RZESZUTKO, ROBERT	Billing overpayment refund	11/7/2024	\$214.97
SCHARBONEAU, GERALD	Billing overpayment refund	11/7/2024	\$33.00
SHERLOCK, GAROLD	Billing overpayment refund	11/7/2024	\$71.79
SIBLE, LAVERNE &	Billing overpayment refund	11/7/2024	\$14.50
SINGA, DR MADHAVIAH	Billing overpayment refund	11/7/2024	\$200.00
SMILEY, MARILYN	Billing overpayment refund	11/7/2024	\$139.09
SNODDY, PEARL	Billing overpayment refund	11/7/2024	\$84.17
ST. JOHN, CHRISTIAN	Billing overpayment refund	11/7/2024	\$34.37
STAGGS, CHARLES	Billing overpayment refund	11/7/2024	\$92.35
STELZER, MICHAEL	Billing overpayment refund	11/7/2024	\$226.28
STOKKE, NEIL & ARLENE	Billing overpayment refund	11/7/2024	\$33.39
SWANSON, NANCY	Billing overpayment refund	11/7/2024	\$34.14
SWIDER, MICHAEL O.	Billing overpayment refund	11/7/2024	\$16.12
TAMSUNA, SOLVITA	Billing overpayment refund	11/7/2024	\$17.47
TANG, RICHARD	Billing overpayment refund	11/7/2024	\$32.72
TEPLER, PETER	Billing overpayment refund	11/7/2024	\$15.12
TIVADOR, STEPHANIE H	Billing overpayment refund	11/7/2024	\$34.14
TUXHORN, BRIAN	Billing overpayment refund	11/7/2024	\$60.94
TYSCHPER, GERALD	Billing overpayment refund	11/7/2024	\$16.67
VULICH, TRAVIS	Billing overpayment refund	11/7/2024	\$43.65
WEST, CHRIS	Billing overpayment refund	11/7/2024	\$337.32
WINDOWS & DOORS BY HARDWOOD	Billing overpayment refund	11/7/2024	\$14.70
WINTERROSE, DANIEL &	Billing overpayment refund	11/7/2024	\$64.48
WITHALL, DAVID W	Billing overpayment refund	11/7/2024	\$156.05
WLEZEN, HENRY	Billing overpayment refund	11/7/2024	\$73.37
WOSACHLO, CHRISTOPHER & KELLY	Billing overpayment refund	11/7/2024	\$15.12
YAEGER, FRANK	Billing overpayment refund	11/7/2024	\$15.12

Public Works			
Schedule of Claims			
11/19/2024			
Pay Vendor Name	Description	Check Date	Amount
ZALUD, JOHN	Billing overpayment refund	11/7/2024	\$32.90
ZHOU, YUAN & TSE, AMY	Billing overpayment refund	11/7/2024	\$47.84
ZIEMBA, GAIL	Billing overpayment refund	11/7/2024	\$70.81
A & W TRAILER	Battery	11/8/2024	\$22.95
ANDERSON PEST SOLUTIONS	Preventive services	11/8/2024	\$315.71
ANSWER NATIONAL	Telemessaging	11/8/2024	\$289.77
AT&T	Phone service	11/8/2024	\$57.08
AUTOZONE INC	Fuse	11/8/2024	\$29.40
BUTTREY RENTAL SERVICE INC	Rental	11/8/2024	\$250.00
CENTRAL SOD FARMS INC	Sod	11/8/2024	\$452.40
COMCAST	Internet	11/8/2024	\$727.07
CONSERV FS INC	Straw blanket	11/8/2024	\$1,027.00
DAYWALT MANAGEMENT LLC	Plate	11/8/2024	\$76.57
DRYDON/A DXP COMPANY	Impellar	11/8/2024	\$5,670.05
DUPAGE WATER COMMISSION	Operations & Maintenance	11/8/2024	\$76,379.04
FEDEX	Shipping	11/8/2024	\$105.60
FILTER SERVICES INC	Filter	11/8/2024	\$190.84
GEORGE E BOOTH CO INC	Annual calibration	11/8/2024	\$1,484.20
GREAT LAKES CONCRETE, LLC	Riser rings	11/8/2024	\$329.79
HANES GEO COMPONENTS	Box staples	11/8/2024	\$1,102.80
HAWKINS INC	Potassium carbornate	11/8/2024	\$2,699.41
IL OFFICE OF THE STATE	Boiler inspection	11/8/2024	\$490.00
INDEPENDENT BEARING INC	Bearing and seals	11/8/2024	\$520.74
KOTTMEYER, NICHOLAS	Mileage	11/8/2024	\$18.76
L.A. FASTENERS, INC	Flat washer, hex nuts	11/8/2024	\$60.60
MENARDS	Shop supplies	11/8/2024	\$395.23
NEUCO INC	Thermostat	11/8/2024	\$471.59
ODP BUSINESS SOLUTIONS, LLC	Office supplies	11/8/2024	\$84.39
PACKKEY WEBB FORD	Service	11/8/2024	\$633.57
REGIONAL TRUCK EQUIPMENT CO	Door vert, rotary latch	11/8/2024	\$768.47
ROWELL CHEMICAL CORPORATION	Sodium hypochlorite	11/8/2024	\$5,476.24
STANDARD EQUIPMENT COMPANY	Red beaded	11/8/2024	\$119.35
TAMELING INDUSTRIES INC	Stone	11/8/2024	\$411.60
THE SHERWIN WILLIAMS CO	Paint	11/8/2024	\$111.08
UNITED STATES POSTAL SERVICE	Postal charges	11/8/2024	\$32.43
VERIZON	Cell Phone Service	11/8/2024	\$864.88
	Total		\$140,707.80

Facilities Management Department

Schedule of Purchases Under \$15,000

November 19, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24046	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$350.55
24209	Fox Valley Fire & Safety (FE)	Repair & Maintenance Other Equipment	1000	1100	53370	\$1,848.70
22486	Robinson Engineering, Ltd.	Building Improvements	6000	1220	54010	\$367.50
24445	ULINE	Furn/Mach/Equip Small Value	1000	1100	52000	\$365.13
24446	Johnstone, Ian	Mileage Expenses and Travel Expenses	1000	1100	53500 53510	\$388.99
24448	Edward-Elmhurst Occupational Health	Medical Services	1000	1100	53070	\$164.00
24449	Alpha Environmental, Inc.	Other Professional Services	1000	1100	53090	\$2,439.00
24450	M&M Control Service, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$642.00
24451	MSC Industrial Supply Co.	Operating Supplies & Materials	1000	1100	52200	\$145.98
24452	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$207.39
24453	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$244.64
24454	Radwell International LLC	Maintenance Supplies	1000	1100	52270	\$406.77
24455	Edward-Elmhurst Occupational Health	Medical Services	1000	1100	53070	\$66.00
24456	Advanced Physicians	Medical Services	1000	1100	53070	\$390.00
24457	Synergy Systems Inc	Other Professional Services	1000	1100	53090	\$1,800.00
24458	Goodway Technologies Corporation	Furn/Mach/Equip Small Value	1000	1100	52000	\$238.27
24459	Trane U.S. Inc	Furn/Mach/Equip Small Value	1000	1100	52000	\$316.04
24460	Blackhawk Supply LLC	Auto/Mach/Equip Parts	1000	1100	52250	\$1,231.88
24462	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$1,400.00

Facilities Management Department

Schedule of Other Payments						
November 19, 2024						
CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
7127-0001 SERV	A Lamp Concrete Contractors, Inc.	Building Improvements	6000	1220	54010	\$386,945.19
7165-0001 SERV	Advantage Paving Solutions, Inc.	Building Improvements	6000	1220	54010	\$28,851.32
6778-0001 SERV	Amazon.com LLC	Furn/Mach/Equip Small Value, Operating Supplies & Materials and Auto/Mach/Equip Parts	1000 1000	1100 1102	52000 52200 52000 52250	\$412.73
6887-0001 SERV	Atlas Engineering Group, LTD	Other Professional Services	1000	1100	53090	\$21,048.90
6825-0001 SERV	Best Technology Systems, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$1,810.00
7077-0001 SERV	C.A. Short Company	Other Contractual Expenses	1000	1100	53830	\$95.00
4094-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$3,046.08
5410-0001 SERV	City of Wheaton	Water & Sewer	1000	1100	53220	\$42,228.32
7068-0001 SERV	ComEd	Electricity	1000	1100	53210	\$248,564.66
5423-0001 SERV	ComEd	Electricity	1000	1100	53210	\$1,051.16
6368-0001 SERV	DESMAN, Inc.	Building Improvements	6000	1220	54010	\$12,420.00
6837-0001 SERV	Donohue & Associates, Inc.	Building Improvements	6000	1220	54010	\$6,195.00
7140-0001 SERV	Excel Electric, Inc.	Building Improvements	6000	1220	54010	\$29,602.74
5968-0001 SERV	Fehr Graham & Associates LLC	Engineering & Architectural	1000	1100	53010	\$444.49
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	1000	1100	53300	\$260.00
6753-0001 SERV	Gehrke Technology Group, Inc.	Other Professional Services	1000	1100	53090	\$2,330.00
6978-0001 SERV	Hammer Construction, LLC	Building Improvements	6000	1220	54010	\$180,006.75
6355-0001 SERV	Hampton, Lenzi & Renwick, Inc. (HLR)	Building Improvements	6000	1220	54010	\$187.60
6904-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$625.00
5900-0001 SERV	Kone, Inc.	Repair & Maintenance Infrastructure	1000	1100	53310	\$3,985.80
6293-0001 SERV	Luetkehans, Brady, Garner & Armstrong	Legal Services	1000	1100	53030	\$2,480.00
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$272.67
5368-0001 SERV	Noland Sales Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$18,917.30
6795-0001 SERV	ODP Business Solutions LLC	Operating Supplies & Materials	1000	1100	52200	\$27.59
6889-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$3,749.22
6472-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Lease of Buildings	1000	1100	54000-0700	\$25,028.69
6339-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	1000	1100	53300	\$1,980.00
5425-0001 SERV	Village of Winfield	Water & Sewer	1000	1100	53220	\$455.98
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$25,901.17



Consent Item

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

File #: 24-3101

Agenda Date: 11/19/2024

Agenda #: 8.A.

Consent
PW 11/19
CB 11/26



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Nov 4, 2024

MinuteTraq (IQM2) ID #: N/A

Purchase Order #: 7270SERV	Original Purchase Order Date: Sep 10, 2024	Change Order #: 1	Department: Public Works
Vendor Name: Insituform Technologies, LLC	Vendor #: 44767		Dept Contact: Drew Cormican
Background and/or Reason for Change Order Request:	Time extension until 6/30/2025. No change in contract total.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$647,198.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$647,198.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$647,198.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED

- Increase (greater than 29 days) contract expiration from: Nov 30, 2024 to: Jun 30, 2025
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

<u>DSE</u>		<u>11/4/24</u>	<u>SR</u>		<u>11/4/24</u>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
			<u>[Signature]</u>		<u>11/12/2024</u>
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



Decision Memo

Procurement Services Division

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

Date: Nov 4, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: DuPage County Public Works	Department Contact: Drew Cormican
Contact Email: drew.cormican@dupagecounty.gov	Contact Phone: 630.985.7400
Vendor Name: Insituform Technologies, LLC	Vendor #: 44767

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

Approve contract time extension until 6/30/2025 to complete outstanding work that has been delayed due to material supply issues.

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

A time extension until 6/30/2025 is necessary to complete outstanding work that has been delayed due to material supply issues. Due to the scope of the projects and natural disasters outside of their control, Insituform Technologies has been unable to obtain enough material to complete the scope of work.

Strategic Impact

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

Relining water and sewer pipes through the Trenchless Rehabilitation extends the useful life of underground piping. Maintenance of the pipeline infrastructure is a more cost effective option than digging up and replacing pipe.

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

Omnia Contract # 23-065-PW with the County of DuPage as the lead agency for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure.

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

1. Approve time extension until 6/30/2025 to complete outstanding work that has been delayed due to material supply issues.
2. Do not approve time extension. Not recommended due to the work that is still outstanding.
3. Complete work under new contract. Not recommended due to the scope of work already being approved by Public Works Committee and DuPage County Board.

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

There is no fiscal impact. Time extension only.



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0030-24

Agenda Date: 11/19/2024

Agenda #: 9.A.

AWARDING RESOLUTION ISSUED TO
OLSSON ROOFING COMPANY, INC.
FOR REPLACEMENT OF THE ROOFING SYSTEM
ON THE MARIONBROOK ADMINISTRATION BUILDING
FOR PUBLIC WORKS
(CONTRACT TOTAL AMOUNT \$189,755)

WHEREAS, the County of DuPage by virtue of its power set forth in the Counties Code (55 ILCS 5/1-1001 *et seq.*) is authorized to enter into this Agreement; and

WHEREAS, pursuant to the Governmental Joint Purchasing Act (30 ILCS 525/2), the County is authorized to enter into a Joint Purchasing Agreement for Roofing replacement; and

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and the TIPS Contract #23010402, the County of DuPage will contract with Olsson Roofing Company, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Olsson Roofing Company, Inc., for full replacement of the roofing system at the Marionbrook Administration Building, for the period of November 26, 2024 through June 30, 2025, for Public Works.

NOW, THEREFORE BE IT RESOLVED, that County contract, covering said for roofing replacement, for the period of November 26, 2024 through June 30, 2025, for Public Works, be, and it is hereby approved for issuance of a contract by the Procurement Division to Olsson Roofing Company, Inc., 740 S. Lake Street, Aurora, IL 60506, for a contract total amount not to exceed \$189,755, per contract pursuant to the TIPS Contract #23010402.

Enacted and approved this 26th day of November, 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 #:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$189,755.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$189,755.00
	CURRENT TERM TOTAL COST: \$189,755.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Olsson Roofing Company, Inc.	VENDOR #: 19225	DEPT: Public Works	DEPT CONTACT NAME: Chris Ludwig
VENDOR CONTACT: Ken Withrow	VENDOR CONTACT PHONE: 630-417-1098	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: chris.ludwig@dupagecounty.gov
VENDOR CONTACT EMAIL: kdw@olssonroofing.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.). Prepare, Remove, and Replace roofing system on the Marionbrook Administration Building per supplied specifications. Repairs totaling \$189,755 will improve building function and increase the longevity of the building. Work is being completed under TIPS Contract #23010402.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement of roofing and installation on the Marionbrook Administration Building is required to maintain structural integrity of the building and prohibit future damage that could result in significant repairs.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. After multiple vendors were evaluated through different cooperative contracts, Olsson Roofing Company was selected to complete the scope of work through the TIPS CO-OP Contract #23010402.
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). <ol style="list-style-type: none"> 1. Approve purchasing agreement to Olsson Roofing for Roof replacement at the Marionbrook Administration Building in Darien, IL. 2. Do not approve current quote for scope of work. Not recommended due to the issues already identified with the roof of the building and the possible future repair costs if it is not addressed. 3. Complete in house repairs. Not recommended due to the complexity of the project, as well as warranty of the materials utilized.

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: Olsson Roofing Company, inc.	Vendor#: 19225	Dept: Public Works	Division: Public Works
Attn: Ken Withrow	Email: kdw@olssonroofing.com	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupagecount y.gov
Address: 740 S. Lake Street	City: Aurora	Address: 7900 S. Rt. 53	City: Woodridge
State: IL	Zip: 60506	State: IL	Zip: 60517
Phone: 630-417-1098	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#: Same as Above	Dept: Same as Above	Division: Same as Above
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): Nov 26, 2024	Contract End Date (PO25): Jun 30, 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		Replacement Roofing as needed per specifications utilizing TIPS Contract # 23010402	FY25	2000	2665	54010		172,505.00	172,505.00
2	1	EA		Contingency 10%	FY25	2000	2665	54010		17,250.00	17,250.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 189,755.00

<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



www.olssonroofing.com



Olsson Roofing Company Inc

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER**

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	PO Box 1450	NAME David Mabe
CITY	Aurora	PHONE (866) 839-8477
STATE	IL	FAX (866) 839-8472
ZIP	60507	EMAIL david.mabe@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y

HUB: N

SERVING STATES

IL | WI | IN | IO

Overview

Olsson Roofing Company has earned recognition as the largest commercial roofing company in the state of Illinois. We specialize in the maintenance, installation, and repair of commercial and industrial roofing systems, and architectural sheet metal. More than 100 years after it was founded, Olsson Roofing Company is still known for integrity, continuous improvement, customer service, and professionalism. Our expert service team is available to customers 24 hours a day, and responds to more than 4,000 requests every year. We hold one of the lowest EMR's in the industry. All members of our team attend annual safety workshops and trainings.

Systems Include: TPO, EPDM, PVC, Modified, BUR, Green Roofing, Paver Systems, Davit Installation, Roof Coatings, Standing Seam, Metal Wall Panels, Composite Panels and Roof Screens

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
23010402	Trades, Labor, and Materials (JOC)	04/30/2025	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

23010402

Brett Plank	Project Manager	(630) 878-6265	bplank@olssonroofing.com
Mike Reynolds	Principal	(630) 675-0722	mreynolds@olssonroofing.com



A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states “No” to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is **not EDGAR compliant**. If the website states “View Doc” to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor’s compliance with 2 CFR 200 on the specified contract **to the extent a cooperative can do so**, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations (“EDGAR”). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically “EDGAR.” Each federal agency and its corresponding state “pass-through” agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). **This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.**

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor’s offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 (“ARM Section 17”), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member’s three quote process **unless labeled with “No” as to EDGAR compliance**. See also ARM Section 17.84 addresses purchasing through a **“Third Party Cooperative that does not follow USDA Procurement Regulations”**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 [here](#).

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members’ benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members’ behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 230104 Trades, Labor, and Materials – Part 2

Vendor Name: Olsson Roofing Company, Inc

Vendor Address: 740 S. Lake St.

City: Aurora State: IL Zip Code: 60506

Vendor Authorized Signatory Name: Michael Reynolds

Vendor Authorized Signatory Title: Principal

Vendor Authorized Signatory Phone: 630-892-0449

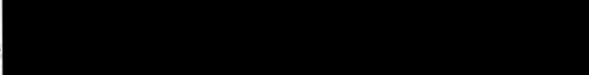
Vendor Authorized Signatory Email: mreynolds@olssonroofing.com

Vendor Authorized Signature:  Date: 1-16-23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 4/28/2023

Chicagoland Roofers'

JOINT APPRENTICESHIP & TRAINING COMMITTEE



Training Skilled Craftsmen for the Public and Roofing Industry

Serving Chicago and Northern Illinois

7045 JOLIET ROAD
INDIAN HEAD PARK, IL 60525

HTTP: //WWW.CHICAGOROOFERS.ORG
E-MAIL: JATC@CHICAGOROOFERS.NET
TELEPHONE 708-246-4488
FAX 708-246-5908

September 25, 2024

Trustees

Jay Refieuna
Chairman

Gary Menzel
Secretary

Larry Gnat
Travis Gorman
Richard Coluzzi, Jr.
Luke Duffy
Ryan Petrick
J.J. Matthews

Olsson Roofing Co.
740 S. Lake St.,
P.O. Box 1450
Aurora, IL 60507

Training

Director
Kevin Coleman

To Whom It May Concern:

In response to your request, this letter will verify Olsson Roofing Co., is a signatory contractor with the United Union of Roofers, Waterproofers & Allied Workers Local #11 and participates in and employs Apprentices from the Chicagoland Roofers J.A.T.C. The Chicagoland Roofers' registers all Apprentices with the Department of Labor.

If you have any questions, please contact our office on Monday through Friday, from 7:00 a.m. to 3:00 p.m.

THE CHICAGOLAND ROOFERS' J.A.T.C.

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

CHICAGOLAND ROOFERS JATC, 5

Indian Head Park, IL

For the occupation of ROOFER

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



January 20, 2009

Date

Registration No.

Administrator, Office of Apprenticeship



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Olsson Roofing Company, INC	Company Contact: Ken Withrow
Contact Phone: 630-892-0449	Contact Email: service@olssonroofing.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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

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

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

Add Line	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
X			

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

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

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

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

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

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

Authorized Signature _____
 Printed Name Jon Wallace
 Title Service Manager
 Date 11/ 7 /24

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



Public Works Requisition under \$30,000

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

File #: 24-3102

Agenda Date: 11/19/2024

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: \$11,740.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$17,158.00
	CURRENT TERM TOTAL COST: \$5,418.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: RAM Mechanical Services Inc.	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Chris Ludwig
VENDOR CONTACT: Brian Payne	VENDOR CONTACT PHONE: 630-665-6620	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: chris.ludwig@dupagecounty.gov
VENDOR CONTACT EMAIL: bpayne@rammechanical.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.). Repairs on the chiller at the Woodridge Greene Valley Wastewater Treatment Plant was required to keep operational efficiency under quote #S3545. Departmental threshold was utilized for the original scope of work totaling \$11,740.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished A repair was required through RAM Mechanical Services for the HVAC Chiller at the Woodridge Greene Valley WWTP. The compressor failed during operation and was in stock. After work commenced, there was additional work totaling \$5,418 that was required to complete the project and bring the unit back into operation.			

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: Ram Mechanical Services Inc.	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Jen Adams	Email: jadams@rammechanical.com	Attn: Magda Leonida-Padilla	Email: pwaccountspayable@dupagecount y.gov
Address: 258 S Westgate Dr	City: Carol Stream	Address: 7900 S. Rt. 53	City: Woodridge
State: IL	Zip: 60188	State: IL	Zip: 60517
Phone: 630-665-6620	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#: Same as above	Dept: Same as above	Division: Same as above
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): Sep 1, 2024	Contract End Date (PO25): Nov 30, 2024
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		WGV Repair of the Compressor for a Chiller	FY24	2000	2555	53300		5,418.00	5,418.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 5,418.00

<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



258 S Westgate Drive
Carol Stream, IL 60188
630-665-6620

CLIENT: dupage waste
ADDRESS: 7900 S Rt53
ATTN: cj

PROPOSAL # [REDACTED]
DATE: 8/28/2024
PROJECT: Chiller compressor replacement
JOB NUMBER: [REDACTED]

DESCRIPTION OF WORK

Scope Included

- * Provide and deliver Carlyle remanufactured semi hermetic compressor.
- * LOTO circuit 2 compressor.
- * Isolate refrigerant and recover refrigerant.
- * Remove all wiring to compressor.
- * Shoot a shell in the ceiling and rig out compressor.
- * Rig old compressor thru hatch and bring up to boiler room and bring new one down.
- * Set new one in place and connect low and high side with new gaskets and start to pull a vacuum.
- * Install new contactor and hook up wiring.
- * Once 500 microns has been achieved pump in recovered refrigerant.
- * Pump in new oil.
- * Open valves and start up and verify proper operation.

Scope Not Included

- *
- *
- *
- *
- *
- *
- *

TOTAL PROPOSAL \$11,740

If you have any questions concerning the above, please do not hesitate to contact the undersigned.

ACCEPTED BY: _____ RAM SALES PERSON: [REDACTED]
DATE: _____ DATE: 8/28/2024

This proposal is based on the following additional provisions:

- * Unless specified above, all work to be performed during normal working hours.
 - * This proposal is subject to review after (15) days.
 - * Equipment and material pricing utilized in the formulation of this proposal is based on standard manufacturers delivery dates. Unless specified above, additional costs associated with accelerated or "Quick Ship" deliveries are excluded
 - * RAM Mechanical's standard insurance coverages. Primary, non-contributory or waivers of subrogation insurance requirements are available at additional cost.
 - * Permits, bonds or fees are excluded
 - * Asbestos & Lead testing and or Abatement are excluded
 - * Our standard payment terms are net thirty from date of invoice.
- The Price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation.
- * Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to re-procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.

OCT 28 2024

SERVICE INVOICE



RAM Job No.	S3545
Customer P.O.	CJ
Invoice Date	10/22/24

Job Name: DuPage County Public Works	Bill to: DuPage County Public Works
Address: 7900 IL-53 Woodridge, IL	Address: 7900 IL-53, Woodridge, IL
Site Contact: CJ Phone:	Attn: CJ Phone:
Called in by: CJ Phone:	[] P.M. <input checked="" type="checkbox"/> Charge [] Warranty [] Construction

Equip. Type: Chiller	Equip. Type:	Equip. Type:
Make: Carrier	Make:	Make:
Model:	Model:	Model:
S/N:	S/N:	S/N:

Reason for call: PULL NEW POWER FOR COMPRESSOR

System Condition on Arrival:

Service Performed:
 Pulled new wire to compressor and disconnect. Started up and tested operation, After run time i found a faulty timer motor. Cj got the parts and I replaced, Chiller is now running properly.

P.O. No.	Materials Used (separate sheet may be attached)	Quantity	Unit Price	Subtotal
3043	Wire			
3057	Connectros			
				\$ 1,938.00

Environmental Checklist:		Refrigerant type: R-	
Refrigerant recovered: lbs.	Refrigerant disposed of: lbs.		
Refrigerant returned to system: lbs.	New Refrigerant: lbs.		

Date	Technician	ST	OT	DT	Rate	
10/4/24	Mike Dobbs jr.	20			\$ 174.00	\$ 3,480.00
10/17/24						

Job Complete ... Yes [] No Parts Ordered ... [] Yes [] No

Comments / Additional Work:

Travel Expense:	
Parking Expense:	
Fuel Surcharge:	

The undersigned, having authority to purchase services on behalf of the buyer, agrees that the described service was satisfactorily performed and further agrees to pay all charges for such work within 10 days of the invoice date at the offices of RAM. Delinquent payments will be subject to 1.5% monthly interest plus any collection costs incurred.

Please pay this Amount:	\$ 5,418.00
--------------------------------	--------------------

Print Name: CJ Signature: _____ Date: 10/17/2024

FORM #R226 5/06

Updated Vendor Ethics Disclosure Form has been requested by the Public Works Department.



Facilities Management Requisition Over \$30K

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

File #: FM-P-0042-24

Agenda Date: 11/19/2024

Agenda #: 11.A.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND KLUBER, INC.
FOR ON-CALL PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT
(CONTRACT NOT TO EXCEED \$200,000.00)

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

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

WHEREAS, Kluber, Inc. (“CONSULTANT”) has experience and expertise providing professional architectural and engineering services of this nature and is willing to perform the required services, as ordered by the County, for an amount not to exceed two hundred thousand dollars and no cents (\$200,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/.01 *et seq.*; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Kluber, Inc. is hereby accepted and approved in an amount not to exceed two hundred thousand dollars and no cents (\$200,000.00) and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Kluber, Inc. 41 West Benton Street, Aurora, IL 60506, and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office.

Enacted and approved this 26th day of November, 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#: 24-2915	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$200,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$200,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Kluber, Inc.	VENDOR #: 39557	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: Jeff Bruns	VENDOR CONTACT PHONE: 630-389-7060	DEPT CONTACT PHONE #: x5681	DEPT CONTACT EMAIL: geoffreymatteson@dupagecounty.gov
VENDOR CONTACT EMAIL: jbruns@kluberinc.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 Kluber, Inc., to provide on-call Professional Architectural and Engineering Services, as needed, for Facilities Management, for the period December 1, 2024 through May 31, 2028, for a total contract amount not to exceed \$200,000, Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et. seq.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Architectural and engineering services are frequently required but not limited to, facilitate mechanical and structural review, code review during the design process, cost estimating for project feasibility and alternatives, specifications for repairs or upgrades, architectural investigations, recommendations and specifications for maintenance projects, small projects requiring architecture or engineer stamped drawings for permit, and grant projects requiring a timely submittal.			

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. A request for Statement of Interest for Architectural, Mechanical, Civil and Structural Services was issued, 10 firms responded. Staff has reviewed the qualifications of these firms and narrowed the selection to three firms to perform this consulting on behalf of the County and has determined that Kluber, Inc. possesses the qualified architectural and engineering staff to provide on-call professional architectural and engineering consulting services on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends approval of a professional services contract with Kluber, Inc. to provide on-call architectural and engineering services as needed for Facilities Management, for a not to exceed contract in the amount of \$200,000.00. 2) Select another firm to provide these consulting services. However, staff does not recommend this, and has determined that Kluber, Inc. possesses the qualified architectural and engineering staff to provide on-call professional architectural and engineering consulting services on behalf of the County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Kluber, Inc.	Vendor#: 39557	Dept: Facilities Management	Division:
Attn: Jeffrey Bruns	Email: jbruns@kluberinc.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 41 West Benton Street	City: Aurora	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60506	State: IL	Zip: 60187
Phone: 630-389-7043	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Kluber, Inc.	Vendor#: 39557	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 41 West Benton Street	City: Aurora	Address: Various	City: Wheaton
State: IL	Zip: 60506	State: IL	Zip: 60187
Phone: 630-389-7043	Fax:	Phone: 630-407-5681	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2024	Contract End Date (PO25): May 31, 2028

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Architectural Engineering and Design	FY25	1000	1100	53010		10,000.00	10,000.00
2	1	LO		Architectural Engineering and Design	FY25	6000	1220	54010	2302600	40,000.00	40,000.00
3	1	LO		Architectural Engineering and Design	FY26	1000	1100	53010		10,000.00	10,000.00
4	1	LO		Architectural Engineering and Design	FY26	6000	1220	54010	2302600	40,000.00	40,000.00
5	1	LO		Architectural Engineering and Design	FY27	1000	1100	53010		10,000.00	10,000.00
6	1	LO		Architectural Engineering and Design	FY27	6000	1220	54010	2302600	40,000.00	40,000.00
7	1	LO		Architectural Engineering and Design	FY28	1000	1100	53010		10,000.00	10,000.00
8	1	LO		Architectural Engineering and Design	FY28	6000	1220	54010	2302600	40,000.00	40,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 200,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Architectural and Engineering Services
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Cathie Figlewski, Katie Boffa and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 11/19/24 CB: 11/26/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 26th day of November, 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 Kluber, Inc., licensed to do business in the State of Illinois, with offices at 41 West Benton Street, Aurora, Illinois 60506; (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 architectural and engineering services on an on-call basis, which services may include but are not limited to, Program Analysis, Feasibility Studies, Code Reviews, Project Design, Design Development, and Construction Documentation (including Specifications, Cost Estimates and Scheduling Projections), for various projects to maintain and repair assorted County buildings (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 architectural and engineering services and is willing to perform the required services for an amount **not to exceed** \$200,000.00; 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 31, 2028, 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 \$200,000.00. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide

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

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

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

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

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

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

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

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

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

performance of the CONSULTANT'S services under this AGREEMENT.

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

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on May 31, 2028, 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 31, 2028.

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:

Kluber, Inc.
41 West Benton Street
Aurora, IL 60506
ATTN: Michael Kluber
Phone: 630.406.1213

DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: 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

KLUBER, INC.

Deborah A. Conroy, Chair
DuPage County Board

Michael T. Kluber, P.E.
President

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

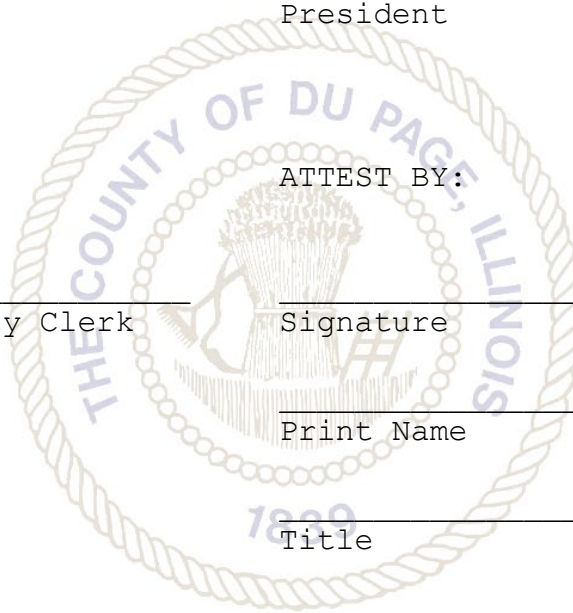


EXHIBIT A

SCOPE OF WORK

The Scope of Work for each Task Order will be defined at the time of the Request for Proposal, we understand that these services may include, but are not limited to:

Design Phases:

- Architectural Design and development of contract documents (drawings and specifications)
- Interior Design and development of contract documents (drawings and specifications)
- Engineering Design and development of contract documents (drawings and specifications)
 - Structural
 - Mechanical, Electrical and Plumbing Engineering
 - IT/Technology
- Develop program based on information furnished by the Owner
- Non-invasive site visits to document and generally become familiar with the existing conditions related to the Project scope of work
- Meetings (virtual and in person) with Owner to discuss Project in detail
- Perform code review related to Project scope of work
- Develop preliminary options for Owner Review
- Prepare narrative of the architectural systems
- Prepare narratives of the engineered systems
- Cost Estimating
- Presentations to stakeholders if requested
- Prepare documents for permit submission by the Contractor to the Authority Having Jurisdiction

Procurement Phase:

- Assist Owner in contacting potential bidders for Project
- Attend pre-bid meeting
- Review substitution requests
- Respond to contractor questions during bidding
- Issue addenda (if required)
- Participate in bid opening

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting
- Respond to Contractor questions
- Review progress pay requests if requested
- Participate in conference calls administered by the Contractor with Contractor, Owner, Vendors and Design Team
- Review Contractor change order requests
- Perform site visits for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents
- Perform reviews of each construction submittal
- Perform site visit to confirm Substantial Completion and identify punch list items
- Perform site visit to verify completion of punch list items and confirm Final Completion of the Work
- Review Close-out documents submitted by the Contractor

Similar work as mutually agreed to by the parties.

EXHIBIT B DELIVERABLES

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

The Deliverables of each Task Order will be defined at the time of the Request for Proposal, we understand that these may include, but are not limited to:

Design Phases:

- Prepare narrative of the architectural systems
- Prepare narratives of the engineered systems
- Prepare formal reports and investigations
- Construction documents (drawings and specifications)
 - 50% and 100%
- Cost Estimates
- Prepare formal response to permit comments from the Authority Having Jurisdiction.

Procurement Phase:

- Formal response to substitution requests
- Formal response to contractor questions during bidding
- Issue addenda (if required)
- Prepare and issue contractor bid results letter

Construction Administration Phase:

- Issue ASI's and RFP's as required
- Formal response to Contractor questions
- Signed pay applications if requested
- Signed Contractor change order requests
- Prepare Field Reports for performed site visits
- Prepare formal punch list document
- Issue Certificate of Substantial Completion

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EXHIBIT C

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

CONSULTANT: Kluber, Inc.

PROJECT: On-Call Professional Architectural and Engineering Services

2025 Kluber Architects Hourly Rate Schedule

Kluber Architects + Engineers Staff	Hourly Rate
Principal	\$239.00
Project Manager	\$187.00
Project Mechanical Engineer III	\$177.00
Project Mechanical Engineer II	\$149.00
Project Mechanical Engineer I	\$122.00
Project Electrical Engineer III	\$177.00
Project Electrical Engineer II	\$149.00
Project Electrical Engineer I	\$122.00
Project Structural Engineer III	\$177.00
Project Structural Engineer II	\$149.00
Project Structural Engineer I	\$122.00
Project Technologist	\$177.00
Project Architect III	\$144.00
Project Architect II	\$122.00
Project Architect I	\$101.00
Interior Designer III	\$122.00
Interior Designer II	\$101.00
Interior Designer I	\$84.00
Construction Observer	\$101.00
Senior Project Coordinator	\$84.00
Project Coordinator	\$63.00

Hourly rates for legal proceedings are 2.0 times the rates noted above.
Yearly escalation rate will be a nominal 3%; rounded up to the nearest whole dollar.

Reimbursable Expenses

Reimbursable Expenses (not included in the Hourly Rates noted above) incurred in connection with our Services, and our consultants, will be charged on the basis of cost, without additional markup. Potential reimbursable expenses for this contract include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage, models and renderings or professional photography.



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: Oct 28, 2024

Bid/Contract/PO #: _____

Company Name: Kluber, Inc.	Company Contact: Mike Kluber
Contact Phone: 630-406-1213	Contact Email: mkluber@kluberinc.com

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

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

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

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

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

dd Lir	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
x			
x			
x			
x			

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 Michael T. Kluber

Title President

Date Oct 28, 2024