



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, November 7, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

Other Board Members present: Member Chaplin, Member Evans, Member Gustin, Member Yoo

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-3541](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, October 17, 2023

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

6. LENGTH OF SERVICE AWARD

6.A. Length of Service Award - Dwane Kozak - 20 Years - Public Works

The Director of Public Works Nick Kottmeyer and Public Works Operations Manager Sean Reese presented an award for 20 years of service to Public Works Maintenance Manager Dwane Kozak. Mr. Kozak oversees maintenance for all DuPage County underground sewer and water lines, and was thanked for his hard work and 24/7 response to sewer and water system emergencies for the past 20 years.

7. WATER COMMISSION RESOLUTIONS

Chair of the DuPage Water Commission and Public Works committee member, Jim Zay, provided the committee with a background on the two DuPage Water Commission resolutions to be voted on at this meeting. Member Zay explained that the contract between the DuPage Water Commission and their customers (DuPage County being a DuPage Water Commission customer) that is being renewed has made some minor changes, and that the contract between the City of Chicago and the DuPage Water Commission will be renewed with it's current terms for another 15-20 years.

Paul May, the General Manage of the DuPage Water Commission, spoke with the committee regarding the history of the DuPage Water Commission, and the approach that they have taken to revise the customer contract. Mr. May provided an outline of the Steering Committee, which was a committee that was put together to evaluate the current contracts, make changes, and seek legal counsel. He provided an overview of the current contract terms and modifications, as well as information on the current status of the negotiations with the City of Chicago. He explained that the two actions that need to be taken today include voting for the modified customer contract with the DuPage Water Commission and it's customers, and vote on concurrence of an extension of the water supply contract between the DuPage Water Commission and the City of Chicago.

Member Chaplin, Member Ozog and Member Galassi discussed exploring alternative sources for Lake Michigan Water, and the cost of water from the City of Chicago. Mr. May answered their questions.

7.A. [PW-R-0004-23](#)

Recommendation to approve the Water Purchase and Sale Agreement between the DuPage Water Commission and the County of DuPage, Illinois. (First Reading)

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

7.B. [PW-R-0005-23](#)

Recommendation for concurrence of an extension of the Water Supply Contract between the DuPage Water Commission and the City of Chicago. Recommendation to approve the Water Purchase and Sale Agreement between the DuPage Water Commission and the County of DuPage, Illinois. (First Reading)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

8. BUDGET TRANSFERS

Chair Garcia made a motion, and Member Zay seconded, to combine items 8.A. to 8.C. All ayes, motion carried.

Member Cahill made a motion, and Member Ozog seconded, to approve items 8.A. to 8.C. All ayes, motion carried.

8.A. [23-3542](#)

Facilities Management - Grounds - \$17,000 budget transfer to cover Grounds regular salaries. Funds will move from account 1000-1102-50010 (Overtime) in the amount of \$10,000, from account 1000-1102-54130 (Construction & Other Motor Equipment) in the amount of \$4,000 and from account 1000-1102-52270 (Maintenance Supplies) in the amount of \$3,000 to account 1000-1102-50000 (Regular Salaries) for a total of \$17,000.

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

8.B. [23-3543](#)

Public Works – Transfer of funds from account no. 2000-2665-54070 (Waste Water System Infrastructure) to account no. 2000-2665-54080 (Water Distribution System Infrastructure) for the water consumer portal in the amount of \$10,500.

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

8.C. [23-3544](#)

Public Works – Transfer of funds from account no. 2000-2555-54030 (Sewer and Water Treatment Plant Construction) to account no. 2000-2640-54080 (Water Distribution System Infrastructure) for timing of the North Region Water Facility (NRWF) water tower painting in the amount of \$430,000.

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

9. CLAIMS REPORT

9.A. [23-3545](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

10. SOLE SOURCE

10.A. [23-3546](#)

Recommendation for the approval of a contract to Metro Tank and Pipe Company, to remove and retrofit the Public Works fuel station pump and dispenser at the Woodridge Greene Valley Wastewater Treatment, for the period of November 7, 2023, to November 30, 2024, for a total contract amount not to exceed \$29,995, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source.

RESULT:	APPROVED
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

11. BID RENEWAL

11.A. [FM-P-0086-23](#)

Recommendation for the approval of a contract to Valdes Supply, to furnish and deliver restroom tissue and paper towels to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children’s Center, Office of Emergency Management, and the Coroner’s Office, for Facilities Management, for the period of December 1, 2023 through November 30, 2024, for a total contract amount not to exceed \$123,397.52, per renewal option under bid award #22-112-FM, first option to renew.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

12. PROFESSIONAL SERVICES AGREEMENT

12.A. [PW-P-0044-23](#)

Recommendation for the approval of an agreement between the County of DuPage, Illinois, and Christopher B. Burke Engineering LTD., for on-call professional engineering services for water system design and construction management, and Lake Michigan water allocation, for various regions around DuPage County, for Public Works, for the period of November 14, 2023, to November 30, 2026, for a total contract amount not to exceed \$95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

Member Zay stepped out of the room at 9:35 a.m. and was not present for the vote for resolution PW-P-0044-23.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Cynthia Cronin Cahill
SECONDER:	Kari Galassi

12.B. [PW-P-0045-23](#)

Recommendation for the approval of an agreement between the County of DuPage, Illinois, and Fehr Graham, for on-call professional engineering services on an as-needed basis for wastewater treatment process control and infrastructure, for the period of November 14, 2023 to November 30, 2025, for a total contract amount not to exceed \$95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

Member Zay returned at 9:36 a.m. and was present for the vote on resolution PW-P-0045-23, and the rest of the resolutions voted on during this meeting.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

12.C. [FM-P-0087-23](#)

Recommendation for the approval of an Agreement between the County of DuPage, Illinois and Gehrke Technology Group, Inc., for professional water treatment consulting and management services, for Facilities Management, for the four-year period of December 1, 2023 through November 30, 2027, for a contract total amount not to exceed \$116,973.60. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

12.D. [PW-P-0046-23](#)

Recommendation for the approval of an agreement between the County of DuPage, Illinois, and Trotter and Associates, Inc., for on-call professional engineering services on an as-needed basis for wastewater treatment plant permit reporting, for Public Works, for the period of November 14, 2023, to November 30, 2025, for a total contract amount not to exceed \$95,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Jim Zay
SECONDER:	Mary Ozog

13. **OLD BUSINESS**

No old business was discussed.

14. **NEW BUSINESS**

No new business was discussed.

15. **ADJOURN**

With no further business, the meeting was adjourned.



Minutes

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

File #: 23-3541

Agenda Date: 11/7/2023

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Draft Summary

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

Tuesday, October 17, 2023

9:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

Other Board Members present: Member Chaplin, Member Evans, and Member Yoo

Member Cahill arrived at 9:01 a.m. and Member Zay arrived at 9:02 a.m.

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-3287](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, October 3, 2023

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

6. CONSENT ITEMS

6.A. [23-3288](#)

Facilities Management - Ashland Door Solutions 5386-1 SERV – This contract is decreasing in the amount of \$127,095.34 and closing due to the contract expiring.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

6.B. [23-3289](#)

Facilities Management - Ashland Lock 5385-1 SERV – This contract is decreasing in the amount of \$73,958.95 and closing due to the contract expiring.

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

6.C. [23-3290](#)

Facilities Management - TGA Park 88, LLC 4243-1 SERV – This contract is decreasing in the amount of \$27,404.92 and closing due to the contract expiring.

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

6.D. [23-3291](#)

Facilities Management - The Standard Companies 5384-1 SERV – This contract is decreasing in the amount of \$20,345.25 and closing due to the contract expiring.

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

6.E. [23-3292](#)

Public Works - CDM Smith, Inc. - Extend contract to November 30, 2024, to continue to provide professional engineering and project management services for the current Public Works and Facilities Management electrical infrastructure upgrades at the Woodridge and Knollwood Treatment Facilities and the Wheaton Campus. Contract extension with no change in the contract total.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

6.F. [23-3293](#)

Public Works - Hampton, Lenzini and Renwick, Inc. - Extend contract to November 30, 2024, to continue to provide on-call professional engineering services for water and sewer infrastructure for the DuPage County Public Works department. Contract extension with no change in the contract total.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

7. CLAIMS REPORT

7.A. [23-3294](#)

Payment of Claims - Public Works and Facilities Management

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

8. ACTION ITEMS

8.A. [23-3295](#)

Recommendation for the approval of a contract to Midwest Environmental Consulting Services, Inc., for in-house employee Asbestos O & M Training/Refresher Courses, for Facilities Management (\$7,080) and Public Works (\$970), and Asbestos Bulk Sampling, as needed (\$7,843), for Facilities Management, for the period of March 22, 2023 through November 30, 2023, for a total contract amount not to exceed \$15,893, per MEC proposal #2309726; \$8,050 and Proposal #2309738; \$3,843. (PARTIAL ARPA ITEM)

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Kari Galassi

8.B. [FM-R-0005-23](#)

Rescind resolution FM-P-0081-23 for the approval of a contract to United Door & Dock LLC, to provide preventative maintenance, service, and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for a total contract amount not to exceed \$209,000, lowest responsible bid #23-091-FM. (\$140,000 for Facilities Management, \$30,000 for the Division of Transportation and \$39,000 for Public Works)

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

9. **BID AWARD**

9.A. [FM-P-0084-23](#)

Recommendation for the approval of a contract to Builders Chicago Corporation, to provide preventative maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for a total contract amount not to exceed \$209,000, per lowest responsible bid #23-091-FM. (\$140,000 for Facilities Management, \$30,000 for the Division of Transportation and \$39,000 for Public Works)

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

9.B. [FM-P-0085-23](#)

Recommendation for the approval of a contract to GenServe LLC, for semi-annual inspection, preventative maintenance, and emergency call out service for campus backup emergency generators, for the two-year period of November 1, 2023 through October 31, 2025, for a contract total amount not to exceed \$135,912; per lowest responsible bid #23-099-FM. (\$96,000 for Facilities Management, \$5,000 for Animal Services, \$10,000 for the Division of Transportation, \$9,912 for Stormwater, and \$15,000 for ETSB)

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

9.C. [23-3296](#)

Recommendation for the approval of a contract to Must Buy Enough Fence, Inc. d/b/a MBE Fence, Inc., to provide and install aluminum fencing by the East pond, by Fairgrounds, for Facilities Management, for the period of October 18, 2023 through October 17, 2024, for a total contract amount not to exceed \$25,948; per lowest responsible bid #23-113-FM. Job #22-01000.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Mary Ozog

10. **INFORMATIONAL**

10.A. [23-3297](#)

Recommendation for the approval of a contract to Digital R-E-D, to provide semi-annual scheduled pickups for the recycling of electronic devices for the County, for Facilities Management, for the period of October 18, 2023 through October 17, 2024, for a total contract amount not to exceed (\$0) zero dollars, per low e-quote #23-104-FM.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

11. **OLD BUSINESS**

Chair Garcia thanked Member Zay for stepping in as Acting Chair in her absence at the October 3, 2023 Public Works committee meeting.

12. **NEW BUSINESS**

No new business was discussed.

13. **ADJOURN**

With no further business, the meeting was adjourned.



Public Works Resolution

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

File #: PW-R-0004-23

Agenda Date: 11/7/2023

Agenda #: 19.A.

WATER PURCHASE AND SALE AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND DUPAGE COUNTY, ILLINOIS

WHEREAS, the County of DuPage, a body corporate and politic (hereinafter referred to as COUNTY) and the DuPage Water Commission, organized to supply water within its territorial limits under the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq.* (hereinafter referred to as COMMISSION), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Counties Code, 55 ILCS 5/1001 *et seq.*; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended,; and the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq.* (the "Acts" as hereafter defined); the Illinois General Assembly has granted the COUNTY the authority to enter into contracts with the COMMISSION for the purchase and sale of potable Lake Michigan water ("Lake Water"); and

WHEREAS, the COMMISSION has entered into a "Water Supply Contract" to purchase Lake Water sufficient to meet the water supply needs of the COMMISSION and the COUNTY and other municipalities (the "Contract Customers"); and

WHEREAS, the COUNTY is authorized under the Acts to receive Lake Water through the instrumentality of the COMMISSION; and

WHEREAS, the COUNTY is a current Charter Customer of the COMMISSION pursuant to the Water Purchase and Sale Contract between the COMMISSION and the COUNTY dated June 11, 1986 (the "Original Contract"); and

WHEREAS, the Original Contract expires on February 24, 2024;

WHEREAS, the COMMISSION and COUNTY desire and intend to enter into a new Water Purchase and Sale Contract between the COMMISSION and COUNTY (the "New Contract") (attached hereto as Exhibit 1 and incorporated as if fully set forth herein) whereby the COMMISSION will supply water to the COUNTY according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the COUNTY has determined that it is reasonable, necessary and in the public interest and welfare to enter into the New Contract with the COMMISSION.

WHEREAS, the New Contract will expire on February 24, 2064;

NOW THEREFORE IT BE RESOLVED by the DuPage County Board that the foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby directed and authorized to execute the attached Water Purchase and Sale Contract on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that two (2) certified original copies of this Resolution and Water Purchase and Sale Contract be sent to the COMMISSION, by and through the DuPage County Division of Public Works.

Enacted and approved this 28th day of November 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
VILLAGE OF BENSENVILLE
VILLAGE OF BLOOMINGDALE
VILLAGE OF CAROL STREAM
VILLAGE OF CLARENDON HILLS
CITY OF DARIEN
VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
CITY OF ELMHURST
VILLAGE OF GLENDALE HEIGHTS
VILLAGE OF GLEN ELLYN
VILLAGE OF HINSDALE
VILLAGE OF ITASCA
VILLAGE OF LISLE
VILLAGE OF LOMBARD
CITY OF NAPERVILLE
VILLAGE OF OAK BROOK
CITY OF OAKBROOK TERRACE
VILLAGE OF ROSELLE
VILLAGE OF VILLA PARK
VILLAGE OF WESTMONT
CITY OF WHEATON
VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
CITY OF WOOD DALE
VILLAGE OF WOODRIDGE
ILLINOIS-AMERICAN WATER COMPANY
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF _____, _____

WATER PURCHASE AND SALE CONTRACT

Table of Contents

	<u>Page</u>
PREAMBLES	
Section 1. Definitions	8
Section 2. Water Supply	11
(a) Agreement to Purchase and Sell	11
(b) Certain Limits on Supply and Commission's Power to Contract	11
(c) Emergency or Maintenance Shut-Off	12
(d) Curtailment; Emergency Use of Other Sources	12
(e) Water Quality	12
Section 3. Storage, Delivery, Distribution and Conservation	12
(a) Storage	12
(b) Points of Delivery, Back-Flows, Pressure	13
(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste	13
Section 4. Measuring Equipment	14
(a) Commission to Supply Equipment, Official Record	14
(b) Calibration	14
(c) Check Meters	14
(d) Variations between Meters; Reconciliation	15
(e) Removal of Commission Metering Station	15
Section 5. Unit of Measurement	16
Section 6. Prices and Terms of Payment	16
(a) Operation and Maintenance Costs; Underconsumption Costs	16
(b) Fixed Costs	16
(c) Bills and Due Date	17
(d) Default Shares	17
(e) Disputed Payments	17
(f) Interest on Overdue Payments	18
(g) Security Deposit	18
(h) Rates to Contract Customers Same	19
(i) Limitation on Payments; Net Indebtedness of Contract Customers	19
(j) May Use Other Moneys	19
(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers	19
(l) Beginning of Obligation to Pay	19
(m) Provision in Lieu of Water Allocation	19

	<u>Page</u>
Section 7. Procedural and Other Limitations; Further Covenants of the Commission	19
(a) Procedural Rule	19
(b) Lake Water Only	20
(c) Intentionally Omitted	20
(d) Covenants to Be Set Out in Bond Ordinances/Resolutions	20
(e) Absolute Conditions	20
(f) Emergency Supply	21
(g) Governance	21
(h) Retail Sales	21
(i) Evidence of Customer Action	21
(j) Limitation on Funds	21
(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions	21
Section 8. Special Conditions and Covenants	21
(a) Commission to Build Waterworks System and Supply Lake Water	21
(b) Title to Lake Water	22
(c) Payments Hereunder an Operation Expense of Unit Systems	22
(d) Commission Insurance	22
(e) Commission to Continue to Serve	23
(f) Commission Covenant to Operate Properly	23
Section 9. Additional Contract Customer Covenants	23
(a) Maintain and Operate Unit System	23
(b) Rate Covenant	23
(c) Segregate Revenues	23
(d) Future Subordination of Revenue Bond Lien	24
(e) General Covenant to Operate Properly	24
(f) Accounting and Audit	24
(g) Maintain Ownership of Unit System and Properties	24
(h) Insurance	24
(i) Budget and Appropriations	25
(j) Continue to Serve	25
(k) Maintain Water Allocation	25
(l) Combining or Separating Unit System Accounts	25
(m) Customer Covenants as to Rate of Withdrawal	25
Section 10. Election as to Water Purchase Requirements	25
Section 11. Resale Limitations	26

Section 12.	Subsequent and Other Contracts	26
	(a) No Contract With Rate More Favorable	26
	(b) Occasional Service Only Except to Contract Customers	26
	(c) Subsequent Contract Terms	26
Section 13.	Force Majeure	27
Section 14.	Commission Defaults	28
Section 15.	Contract Customer's Obligation Unconditional	28
Section 16.	Modification of this Contract or of the Water Supply Contract	28
Section 17.	Non-Assignability	29
Section 18.	Cooperation In Construction of Commission Water Supply	29
Section 19.	Mutual Cooperation in Issuance of Obligations	30
Section 20.	Regulatory Bodies	30
Section 21.	Commission Cooperative Arrangements with Other Water Suppliers	30
Section 22.	Notices and Evidence of Actions	31
Section 23.	Severability	31
Section 24.	Effective Date and Term	31
Section 25.	Governing Law; Superseder	31
Section 26.	Venue	31
Section 27.	Execution in Counterparts	31

SIGNATURES

EXHIBIT 1 Map

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison	Village of Lisle
Village of Bartlett	Village of Lombard
Village of Bensenville	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
Village of Downers Grove	Village of Westmont
County of DuPage	City of Wheaton
City of Elmhurst	Village of Willowbrook
Village of Glendale Heights	Village of Winfield
Village of Glen Ellyn	City of Wood Dale
Village of Hinsdale	Village of Woodridge
Village of Itasca	

Others

Illinois-American Water Company
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the Contract Customers each have a waterworks system (a "Unit System" as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the "Water Supply Contract" as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its "Bonds" as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: "Cost of the Project" as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a "Bond Resolution" as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other "Subsequent Customers" as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this Contract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission.

“Fiscal Year” means the fiscal year of the Commission.

“Fixed Costs” means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“Minimum Take or Pay Requirement” means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

“Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

“Subsequent Customer” means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

“Subsequent Contract” means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

“Trustee” means the trustee provided in the Bond Resolution.

“Underconsumer” means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

“Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer’s Water Allocation times 365.

“Underconsumption Costs” means any amount which the Commission is obligated to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

“Underconsumption Ratio” means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

“Unit System” means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

“Water Allocation” means, with respect to a Customer, such Customer’s allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take.

“Water Supply Contract” means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

“Waterworks System” means all the Commission’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of “included units” in the Acts.

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission’s obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer’s then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer’s Water Allocation divided by 24. Further, the Commission’s obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission’s Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the

Commission's source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii) the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and

capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract) .

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A Contract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all

reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such Contract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests of mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each Contract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to

the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

(c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract

Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

(h) Rates to Contract Customers Same. No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.

(i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

(m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board

Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

(c) Intentionally Omitted.

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the

unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract

Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

(b) Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

(c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.

(d) Commission Insurance. The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed

shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the Contract Customers.

(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.

Section 9. Additional Contract Customer Covenants. Each Contract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. Contract Customers shall not resell more than five percent of the water purchased from the Commission *except*: (i) to retail water customers under published rates and charges, without any special contract; or(ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not

less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such

inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any Contract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Contract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. Contract Customer's Obligation Unconditional. The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Contract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this

Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change of modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer

shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself in accordance with GAAP;
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (iv) Make available certified copies of official proceedings;
- (v) Provide reasonable certifications to be used in a transcript of closing documents; and
- (vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs,

provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. Effective Date and Term. This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between the Commission and the Contract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 27. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF ADDISON

By _____
Rich Veenstra, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lucille Zucchero, Village Clerk

VILLAGE OF BARTLETT

By _____
Kevin Wallace, President

Date: _____

[SEAL]

Attest:

By _____
Lorna Giles, Village Clerk

VILLAGE OF BENSENVILLE

By _____
Frank DeSimone, President

Date: _____

[SEAL]

Attest:

By _____
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By _____
Franco A. Coladipietro, President

Date: _____

[SEAL]

Attest:

By _____
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By _____
Frank Saverino, Mayor

Date: _____

[SEAL]

Attest:

By _____
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By _____
Eric Tech, President

Date: _____

[SEAL]

Attest:

By _____
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By _____
Joseph A. Marchese, Mayor

Date: _____

[SEAL]

Attest:

By _____
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By _____
Robert T. Barnett, Mayor

Date: _____

[SEAL]

Attest:

By _____
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By _____
Deborah A. Conroy, Chair

Date: _____

[SEAL]

Attest:

By _____
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By _____
Scott M. Levin, Mayor

Date: _____

[SEAL]
Attest:

By _____
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By _____
Chodri Ma Khokhar, President

Date: _____

[SEAL]

Attest:

By _____
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By _____
Mark Senak, President

Date: _____

[SEAL]

Attest:

By _____
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By _____
Thomas K. Cauley, Jr., President

Date: _____

[SEAL]

Attest:

By _____
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By _____
Jeff Pruyn, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By _____
Christopher Pecak, Mayor

Date: _____

[SEAL]

Attest:

By _____
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By _____
Keith T. Giagnorio, President

Date: _____

[SEAL]

Attest:

By _____
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By _____
Scott A. Wehri, Mayor

Date: _____

[SEAL]

Attest:

By _____
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By _____
Laurence Herman, President

Date: _____

[SEAL]

Attest:

By _____
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By _____
Paul Esposito, Mayor

Date: _____

[SEAL]

Attest:

By _____
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By _____
David Pileski, Mayor

Date: _____

[SEAL]

Attest:

By _____
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By _____
Nick Cuzzone, President

Date: _____

[SEAL]

Attest:

By _____
Hosanna Korynecky, Village Clerk

VILLAGE OF WESTMONT

By _____
Ron Gunter, Mayor

Date: _____

[SEAL]

Attest:

By _____
Virginia Szymski, Village Clerk

CITY OF WHEATON

By _____
Philip J. Suess, Mayor

Date: _____

[SEAL]

Attest:

By _____
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By _____
Frank A. Trilla, Mayor

Date: _____

[SEAL]

Attest:

By _____
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By _____
Carl Sorgatz, President

Date: _____

[SEAL]

Attest:

By _____
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By _____
Annunziato Pulice, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By _____
Gina Cunningham, Mayor

Date: _____

[SEAL]

Attest:

By _____
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By _____
President

Date: _____

[SEAL]

Attest:

By _____

Argonne National Laboratory

By _____
Director

Date: _____

[SEAL]

Attest:

By _____

Aqua Illinois, Inc.

By _____
President

Date: _____

[SEAL]

Attest:

By _____

DuPAGE WATER COMMISSION

By _____
Jamez F. Zay, Chairman

Date: _____

[SEAL]

Attest:

By _____
Danna M. Mundall, Clerk



Public Works Resolution

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

File #: PW-R-0005-23

Agenda Date: 11/7/2023

Agenda #: 19.B.

CONCURRENCE FOR AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

WHEREAS, the County of DuPage, a body corporate and politic (hereinafter referred to as COUNTY) and the DuPage Water Commission, organized to supply water within its territorial limits under the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq.* (hereinafter referred to as COMMISSION), are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Counties Code, 55 ILCS 5/1001 *et seq.*; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended; and the Water Commission Act of 1985, 70 ILCS 3720/0.001 *et. seq.* (the "Acts" as hereafter defined); the Illinois General Assembly has granted the COUNTY the authority to enter into contracts with the COMMISSION for the purchase and sale of potable Lake Michigan water ("Lake Water"); and

WHEREAS, the COUNTY is authorized under the Acts to receive Lake Water through the instrumentality of the COMMISSION; and

WHEREAS, in 1984, the COMMISSION entered into a Water Supply Contract Between the COMMISSION and the City of Chicago (the "Water Supply Contract") for the Commission to purchase Lake Michigan water from the City of Chicago (the "City") to provide to the COMMISSION's customers (the "Charter Customers"); and

WHEREAS, in 1986, the COUNTY entered into a Water Purchase and Sale Contract with the COMMISSION for the COMMISSION to purchase Lake Michigan water from the City of Chicago (the "City") to provide to the Charter Customers; and

WHEREAS, the Water Purchase and Sale Contract expires on February 24, 2024; and

WHEREAS, the Water Supply Contract expires on March 19, 2024; and

WHEREAS, the Water Supply Contract grants the COMMISSION the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period not less than ten (10) years nor more than forty (40) years; and

WHEREAS, the COMMISSION has commenced negotiations with the City on a new water supply contract, but the COMMISSION does not believe that a water supply contract will be executed before the current Water Purchase and Sale contract expires; and

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract Between the COMMISSION and Charter Customers, the COMMISSION held a public meeting of its customers on October 31, 2023 to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City; and

WHEREAS, the COMMISSION has deemed it to be in the interest of the COMMISSION and its customers to exercise its option to extend the Water Supply Contract under its current terms and conditions for a period not less than fifteen (15) years nor more than twenty (20) years; and

WHEREAS, the COUNTY deems it to be reasonable, necessary, and in the best interests of the public's welfare to approve and consent to an extension of the Water Supply Contract for a period not less than fifteen (15) years nor more than twenty (20) years; and

NOW THEREFORE IT BE RESOLVED by the DuPage County Board that the foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Board; and

BE IT FURTHER RESOLVED that the DuPage County Board hereby approves and consents to the Commission's extending the Water Supply Contract for a period not less than fifteen (15) years nor more than twenty (20) years, without further action by the DuPage County Board; and

BE IT FURTHER RESOLVED that the Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after its approval.

Enacted and approved this 28th day of November 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Budget Transfer

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

File #: 23-3542

Agenda Date: 11/7/2023

Agenda #: 8.A.



Budget Transfer

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

File #: 23-3543

Agenda Date: 11/7/2023

Agenda #: 8.B.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

From: 2000
 Company #

CENTRAL ADMIN
 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	
2665	54070		WASTE WTR SYS INFRASTRUCTURE	\$ 10,500.00	329,000.00	318,500.00	10/24/23
Total				\$ 10,500.00			

To: 2000
 Company #

CENTRAL ADMIN
 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	
2665	54080		WATER DISTR SYS INFRASTRUCTURE	\$ 10,500.00	13,500.00	24,000.00	10/24/23
Total				\$ 10,500.00			

Reason for Request:

Public Works - \$10,500 budget transfer needed between capital accounts for Water Distribution System Infrastructure for water consumer portal. Funds will move from account 2000-2665-54070(waste water system Infrastructure) to 2000-2665-54080(water distribution system infrastructure).

[Signature]
 Department Head
 Date: 10/23/23

[Signature]
 Chief Financial Officer
 Date: 10/30/23

Activity _____
 (optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

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

PW- 11/7/23
 FIN/CB- 11/14/23



Budget Transfer

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

File #: 23-3544

Agenda Date: 11/7/2023

Agenda #: 8.C.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

From: 2000
 Company #

SEWER OPERATIONS
 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	
2555	54030		SEWER/WATER TREATMENT PLT CONS	\$ 430,000.00	6,375,628.04	5,945,628.04	10/24/23
				Total	\$ 430,000.00		

To: 2000
 Company #

WATER OPERATIONS
 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	
2640	54080		WATER DISTR SYS INFRASTRUCTURE	\$ 430,000.00	88,768.57	518,768.57	10/24/23
				Total	\$ 430,000.00		

Reason for Request:

Public Works - \$430,000 budget transfer needed between capital accounts for Water Distribution System Infrastructure for timing of NRWF water tower painting. Funds will move from account 2000-2555-54030(sewer/water treatment plt cons) to 2000-2640-54080(water distribution system infrastructure).


 Department Head _____ Date 10/23/23

 Chief Financial Officer _____ Date 10/30/23

Activity _____
 (optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

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

PW-11/7/23
 FIN/CB-11/14/23



Payment of Claims

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

File #: 23-3545

Agenda Date: 11/7/2023

Agenda #: 9.A.

Public Works			
Schedule of Claims			
11/7/2023			
Pay Vendor Name	Description	Check Date	Amount
A & W TRAILER	Fender	10/13/2023	\$450.00
ADVANCED PHYSICIANS SC	Pre-employment physical	10/13/2023	\$260.00
ALTA CONSTRUCTION EQUIPMENT	Glass	10/13/2023	\$550.39
AMAZON CAPITAL SERVICES	Faucet	10/13/2023	\$548.94
AMERICAN WATER	Meter reads	10/13/2023	\$167.40
AT&T	Phone Service	10/13/2023	\$28.96
BAXTER & WOODMAN INC	Pretreatment ordinance review	10/13/2023	\$4,099.20
CDM SMITH INC	Electrical infrastructure	10/13/2023	\$39,617.64
CHEMSEARCH	Aerosol	10/13/2023	\$416.48
CHRISTOPHER B BURKE ENG LTD	Engineering services	10/13/2023	\$7,137.98
CITY OF DARIEN	Reimbursement/ DuPage water costs	10/13/2023	\$1,484,128.74
COM ED	Electricity	10/13/2023	\$27,014.09
DRESSEL, MARY C	Parking WEFTEC	10/13/2023	\$37.00
DUPAGE TOPSOIL INC	Dirt	10/13/2023	\$585.00
DUPAGE WATER COMMISSION	Operations & Maintenance	10/13/2023	\$78,941.94
ELMHURST CHICAGO STONE CO	Spoils disposal fees	10/13/2023	\$2,610.00
ETP LABS INC	Coliform Samples	10/13/2023	\$598.00
FIRST ENVIRONMENTAL LABS INC	Lab testing	10/13/2023	\$846.30
GASVODA & ASSOCIATES INC.	Power pack	10/13/2023	\$988.03
GRAINGER INC	Rebuild kit	10/13/2023	\$412.00
GROENEWOLD, PETER	Travel	10/13/2023	\$99.65
HANES GEO COMPONENTS	Round top pin	10/13/2023	\$1,196.40
HANSEN, RICHARD & LAURA	Refund for overpayment	10/13/2023	\$1,618.69
HAWKINS INC	Chlorine cylinder rental	10/13/2023	\$50.00
IL ASSN OF WASTEWATER AGENCIES	Agency dues	10/13/2023	\$7,166.00
ILLINOIS EPA	Annual NPDES fees	10/13/2023	\$52,500.00
INDEPENDENT BEARING INC	Oil seal	10/13/2023	\$70.90
JOLIET JUNIOR COLLEGE	Class	10/13/2023	\$530.00
JX ENTERPRISES, INC	Filters	10/13/2023	\$1,037.38
LYP, TOM	Refund for overpayment	10/13/2023	\$5,493.88
MCGRATH, MICAELA A	Parking WEFTEC	10/13/2023	\$25.00
MCINTIRE MANAGMENT GROUP, INC	Sensor	10/13/2023	\$14,999.00
MCMASTER-CARR	Sanding disc	10/13/2023	\$349.50
MENARDS	Pipes	10/13/2023	\$572.48
MENARDS - GLENDALE HEIGHTS	Strut clamp	10/13/2023	\$220.79
METRO TANK AND PUMP CO	Repair	10/13/2023	\$8,750.00
MI FLUID POWER SOLUTIONS	Hose assy	10/13/2023	\$1,146.08
MIDLAND SCIENTIFIC INC	Lab supplies	10/13/2023	\$156.81
NCL OF WISCONSIN INC	Lab supplies	10/13/2023	\$858.16
PEREGRINE CORPORATION	Portal postcard mailing	10/13/2023	\$1,209.11
PORTER PIPE & SUPPLY	Pipe fitting	10/13/2023	\$2,859.30
PUCKETT, JAY	Reimbursement WINZIP maintenance	10/13/2023	\$38.53
RUNNION EQUIPMENT COMPANY	Repair	10/13/2023	\$3,041.10
SCHIMANSKI, ROBERT	Billing overpayment refund	10/13/2023	\$15.00
SHEFFIELD SUPPLY & EQUIPMENT,	Shackles	10/13/2023	\$871.50
TERRACE SUPPLY CO	Gas cylinder rental	10/13/2023	\$526.05
THE HOME DEPOT PRO	Cleaning supplies	10/13/2023	\$504.14
TRANE US INC	Belts	10/13/2023	\$467.21
TROTTER & ASSOCIATES INC	Engineering services	10/13/2023	\$12,790.93
USA BLUEBOOK	Lab supplies	10/13/2023	\$1,043.15
VILLAGE OF WILLOWBROOK	Meter reads	10/13/2023	\$381.00

WATER PRODUCTS-AURORA	Pipes	10/13/2023	\$10,322.75
ZIBELL WATER SERVICE PRODUCTS	Valve box extension	10/13/2023	\$1,075.00
ALPHAGRAPHS	Business cards	10/17/2023	\$70.48
BOWER, BRETT	Travel	10/17/2023	\$62.92
DUPAGE RIVER/SALT CREEK WRKGRP	Membership dues	10/17/2023	\$231,335.00
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	10/17/2023	\$1,256.64
GATES, DARYLE	Batteries	10/17/2023	\$318.00
MENARDS	Reducer	10/17/2023	\$39.61
THE HOME DEPOT PRO	Cleaner	10/17/2023	\$1,007.96
UNITED STATES POSTAL SERVICE	Permit #110	10/17/2023	\$310.00
WILLOWBROOK FORD INC	Service	10/17/2023	\$84.95
ADVANCE AUTO PARTS	Auto parts	10/20/2023	\$173.90
AEP ENERGY	Electric supply	10/20/2023	\$22,933.40
ALLEGRA MARKETING PRINT MAIL	Door hangers	10/20/2023	\$196.72
AT&T	Phone Service	10/20/2023	\$1,154.50
CITY OF NAPERVILLE	Meter reads	10/20/2023	\$293.00
COM ED	Electricity	10/20/2023	\$20,028.08
CYLINDERS INC.	Repair	10/20/2023	\$6,870.86
DREISILKER ELECTRIC MOTORS	Motor	10/20/2023	\$1,037.96
FEDEX	Shipping	10/20/2023	\$217.66
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	10/20/2023	\$2,170.56
FIRST ENVIRONMENTAL LABS INC	Lab testing	10/20/2023	\$405.60
FLEET SAFETY SUPPLY	Mount bracket	10/20/2023	\$3,278.27
G.W. BERKHEIMER CO., INC.	Duct	10/20/2023	\$95.65
GROOT INC	Waste/recycling removal	10/20/2023	\$7,012.04
HAWKINS INC	Chlorine cylinder rental	10/20/2023	\$50.00
HOME DEPOT CREDIT SERVICES	Supplies	10/20/2023	\$1,187.46
JH METROLOGY CO., INC	Thermometer calibrations	10/20/2023	\$145.00
K-FIVE HODGKINS LLC	Asphalt	10/20/2023	\$2,015.61
MANSFIELD POWER AND GAS	Gas	10/20/2023	\$4,623.21
MB CONTROLS LLC	Meter calibrations	10/20/2023	\$770.30
MCMaster-CARR	Pipe fitting	10/20/2023	\$2,130.82
NEENAH FOUNDRY COMPANY	Manhole lids	10/20/2023	\$1,320.00
NICOR GAS COMPANY	Gas	10/20/2023	\$201.08
PACE ANALYTICAL SERVICES INC	IEPA required testing	10/20/2023	\$35.00
PAYMENTUS CORP	Transaction fees	10/20/2023	\$568.60
POLYDYNE INC	Polymer	10/20/2023	\$7,022.40
PORTER PIPE & SUPPLY	Bushing	10/20/2023	\$82.88
SWANSON, MELISSA	Refund overpayment	10/20/2023	\$116.81
TAMELING INDUSTRIES INC	Stone	10/20/2023	\$466.56
TSC, INC.	Uniforms	10/20/2023	\$1,060.50
USA BLUEBOOK	Lab supplies	10/20/2023	\$478.45
VILLA PARK ELECTRICAL SUPPLY	Breaker	10/20/2023	\$856.80
WHITE CAP, L.P.	Dewalt cutting blades	10/20/2023	\$220.76
AL WARREN OIL CO INC	Diesel	10/24/2023	\$25,199.25
CORE & MAIN LP	Sensus RNI	10/24/2023	\$53,056.00
DONOHUE & ASSOCIATES, INC.	Engineer SCADA upgrade	10/24/2023	\$2,072.39
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	10/24/2023	\$6,760.23
MENARDS	Mop/Glade	10/24/2023	\$125.33
PORTER PIPE & SUPPLY	Rubber gasket	10/24/2023	\$224.00
RAPIDVIEW LLC	Repair	10/24/2023	\$12,230.96
RELIABLE EQUIPMENT & SERVICE	Repair	10/24/2023	\$333.35
SAFETY LANE INSPECTIONS INC	Safety lane inspection	10/24/2023	\$109.50
SITEONE LANDSCAPE SUPPLY LLC	36" rake	10/24/2023	\$109.98
SWANSON, MELISSA	Refund overpayment	10/24/2023	\$116.81
TEKLAB, INC	Lab testing	10/24/2023	\$231.60
THE SPECIALTY COMPANY	Uniforms	10/24/2023	\$2,518.50
A & W TRAILER	Pintle combo	10/27/2023	\$235.97

AEP ENERGY	Electric supply	10/27/2023	\$14,899.27
AL WARREN OIL CO INC	Diesel	10/27/2023	\$24,246.23
AMAZON CAPITAL SERVICES	Eyewash station	10/27/2023	\$1,251.56
ANDERSON PEST SOLUTIONS	Preventive services	10/27/2023	\$880.20
CDW GOVERNMENT INC	Desktops	10/27/2023	\$5,721.31
CLARK DIETZ INC.	Engineering services	10/27/2023	\$496.57
COMCAST	Internet	10/27/2023	\$497.70
ELMHURST CHICAGO STONE CO	Concrete	10/27/2023	\$80.00
FEDEX	Shipping	10/27/2023	\$169.33
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	10/27/2023	\$1,526.62
FIRST ENVIRONMENTAL LABS INC	Lab testing	10/27/2023	\$1,056.90
FISHER SCIENTIFIC	Lab supplies	10/27/2023	\$184.42
FLENDER CORPORATION	Service	10/27/2023	\$28,110.00
GRAINGER INC	Electrical supplies	10/27/2023	\$3,602.40
HARRINGTON INDUSTRIAL PLASTICS	Pipe	10/27/2023	\$901.86
HAWKINS INC	Citric acid	10/27/2023	\$416.00
JOHNSON CONTROLS SECURITY	Security services	10/27/2023	\$55.80
KARDON ENTERPRISES INC	Lab testing	10/27/2023	\$1,025.00
MIDWEST SURVEYING INSTRUMENTS	Oak lath	10/27/2023	\$70.90
MIDWEST WATER	Meeting	10/27/2023	\$50.00
NCL OF WISCONSIN INC	Lab supplies	10/27/2023	\$106.63
NICOR GAS	Gas	10/27/2023	\$2,685.57
POMP'S TIRE SERVICE, INC.	Repair	10/27/2023	\$1,618.87
PORTER PIPE & SUPPLY	Brass bushing	10/27/2023	\$283.14
RAPIDVIEW LLC	Repair	10/27/2023	\$2,179.22
REDWING BUSINESS ADVANTAGE	Safety shoes	10/27/2023	\$600.00
RILCO INC	Turbo drum	10/27/2023	\$1,150.00
RUSSO POWER EQUIPMENT	Rake	10/27/2023	\$478.08
STANDARD EQUIPMENT COMPANY	Repair	10/27/2023	\$392.80
STONE WHEEL INC	Wiper blades	10/27/2023	\$194.60
TROTTER & ASSOCIATES INC	Engineering services	10/27/2023	\$220,398.91
USA BLUEBOOK	Injection quill	10/27/2023	\$310.57
VILLAGE OF DOWNERS GROVE	Meter reads	10/27/2023	\$53.57
VILLAGE OF ITASCA	Water supply	10/27/2023	\$25,937.58
ADVANCE AUTO PARTS	Auro parts	10/31/2023	\$11.56
ALDRIDGE ELECTRIC INC	Electrical infrastructure	10/31/2023	\$278,601.49
ALLEGRA MARKETING PRINT MAIL	Door hangers	10/31/2023	\$512.57
AT&T	Phone Service	10/31/2023	\$899.34
CITY OF WHEATON	Meter reads	10/31/2023	\$475.90
FEDEX	Shipping	10/31/2023	\$103.40
G.W. BERKHEIMER CO., INC.	Furnace box	10/31/2023	\$255.93
HARRINGTON INDUSTRIAL PLASTICS	Ball valve	10/31/2023	\$1,871.25
NCL OF WISCONSIN INC	Lab supplies	10/31/2023	\$173.31
NICOR GAS	Gas	10/31/2023	\$375.38
POLYDYNE INC	Polymer	10/31/2023	\$38,838.80
ROWELL CHEMICAL CORPORATION	Sodium hypochlorite	10/31/2023	\$4,161.94
UNIVAR USA INC	Sodium bisulfite	10/31/2023	\$1,591.02
ZORO TOOLS INC	Hand drum pump	10/31/2023	\$173.90
	Total		\$2,878,130.85

Facilities Management Department

Schedule of Purchases Under \$15,000

November 7, 2023

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23093	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$297.57
23309	DPC Division of Transportation	Fuel & Lubricants and Repair & Maintenance Auto Equipment	1000	1100	52260 53380	\$4,299.24
23313	Fox Valley Fire & Safety (FE)	Repair & Maintenance Other Equipment	1000	1100	53370	\$830.20
23508	Groot, Inc.	Custodial Services	1000	1100	53810	\$242.10
23084	Nicor Gas	Natural Gas	1000	1100	53200	\$98.63
23619	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$375.60
23620	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$275.85
23621	Russo Power	Fuel & Lubricants and Maintenance Supplies	1000	1102	52260 52270	\$221.40
23622	Alpha Graphics	Printing	1000	1100	53800	\$19.75
23623	Menards - West Chicago	Maintenance Supplies	1000	1100	52270	\$88.84
23624	AHW LLC (Arends Hogan Walker LLC)	Furn/Mach/Equip Small Value	1000	1102	52000	\$687.98
23625	Inverter Supply	Maintenance Supplies	1000	1100	52270	\$365.38
23626	Johnson Controls, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$664.91
23627	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$94.64
23628	Core & Main	Maintenance Supplies	1000	1100	52270	\$317.00
23630	Zorn Compressor & Equipment, Inc.	Fuel & Lubricants and Maintenance Supplies	1000	1100	52260 52270	\$129.07
23631	McMaster-Carr	Auto/Mach/Equip Parts	1000	1100	52250	\$61.87
23632	db HMS Consulting Services	Building Improvements	6000	1220	54010	\$9,000.00
23633	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$159.39
23634	McMaster-Carr	Fuel & Lubricants	1000	1100	52260	\$406.56
23636	Batteries Plus (Facil Investments)	Operating Supplies & Materials	1000	1100	52200	\$117.60
23637	G.W. Berkheimer Co., Inc.	Furn/Mach/Equip Small Value and Maintenance Supplies	1000	1100	52000 52270	\$234.30
23638	Neuco, Inc.	Auto/Mach/Equip Parts	1000	1100	52250	\$205.50
23639	Daugherty Sales	Auto/Mach/Equip Parts	1000	1100	52250	\$1,130.00
23640-GR	Grainger	Operating Supplies & Materials	1000	1102	52200	\$284.64
23641	Illinois State Toll Highway Authority	Travel Expense	1000	1100	53510	\$100.00
23642	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$284.59

Facilities Management Department

Schedule of Other Payments								
November 7, 2023								
CONTRACT #	VENDOR	DESCRIPTION	Start	End	FUND	DEPT	ACCOUNT	AMOUNT
6341-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	04/14/23	04/13/24	1000	1100	53300	\$10,285.00
5186-0001 SERV	AEP Energy, Inc	Electricity	08/09/23	09/08/23	1000	1100	53210	\$100,213.07
6561-0001 SERV	Amazon.com LLC	Furn/Mach/equip Small Value, Operating Supplies & Materials, Auto/Mach/Equip Parts and Maintenance Supplies	08/08/23	11/30/23	1000	1100 1102	52000 52200 52250 52270	\$1,339.65
6572-0001 SERV	Arlington Power Equipment Inc.	Auto/Mach/Equip Parts and Maintenance Supplies	08/14/23	11/30/23	1000	1102	52250 52270	\$5,695.27
6533-0001 SERV	Ashland Lock & Security Solutions	Maintenance Supplies	07/19/23	07/18/24	1000	1100	52270	\$217.60
5471-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	11/01/21	10/31/23	1000	1100	53300	\$21,843.57
4094-0001 SERV	CDM Smith, Inc.	Building Improvements	07/16/23	09/09/23	6000	1220	54010	\$17,230.65
5617-0001 SERV	Chem-Wise Ecological Pest Management Services, Inc.	Custodial Services	09/01/23	09/30/23	1000	1100	53810	\$413.00
5410-0001 SERV	City of Wheaton	Water & Sewer	08/07/23	09/06/23	1000	1100	53220	\$60,868.86
5216-0001 SERV	ComEd	Electricity	08/10/23	09/08/23	1000	1100	53210	\$131,454.58
5423-0001 SERV	ComEd	Electricity	08/11/23	09/12/23	1000	1100	53210	\$105.10
6462-0001 SERV	Earthwerks Land Improvement and Development Corporation, Inc.	Building Improvements	07/01/23	09/08/23	6000	1220	54010	\$427,580.00
6381-0001 SERV	Facility Gateway Corporation	Repair & Maintenance Facilities	04/01/23	03/31/25	1000	1100	53300	\$1,341.42
5968-0001 SERV	Fehr Graham & Associates LLC	Engineering & Architectural	07/01/23	07/31/23	1000	1100	53010	\$4,143.42
5984-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities and Building Improvements	08/28/22	08/27/23	1000 6000	1100 1220	53300 54010	\$20,658.18
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	08/28/23	08/27/24	1000	1100	53300	\$1,097.91
6195-0001 SERV	Grainger	Furn/Mach/equip Small Value, Operating Supplies & Materials, Fuel & Lubricants, Maintenance Supplies and Cleaning Supplies	12/14/22	12/31/23	1000	1100	52000 52200 52260 52270 52280	\$8,784.81
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	02/01/23	01/31/25	1000	1100	52270	\$5,671.96
6355-0001 SERV	HLR - Hampton, Lenzini and Renwick, Inc.	Building Improvements	08/01/23	08/31/23	6000	1220	54010	\$1,303.40
5599-0001 SERV	Home Depot	Operating Supplies & Materials, Maintenance Supplies and Cleaning Supplies	01/01/22	12/31/26	1000	1100	52200 52270 52280	\$2,289.09
5900-0001 SERV	Kone, Inc.	Repair & Maintenance Infrastructure and Building Improvements	08/01/23	08/30/23	1000 6000	1100 1220	53310 54010	\$212,186.28
5448-0001 SERV	Mansfield Power and Gas LLC	Natural Gas	08/01/23	08/30/23	1000	1100	53200	\$26,655.97
5461-0001 SERV	Nicor Gas	Natural Gas	08/01/23	09/01/23	1000	1100	53200	\$13,642.14
5904-0001 SERV	PPG Architectural Finishes, Inc.	Maintenance Supplies	06/29/22	01/15/24	1000	1100	52270	\$1,607.45
6284-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	02/24/23	02/23/24	1000	1100	52270	\$1,341.42
6339-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	04/14/23	04/13/25	1000	1100	53300	\$428.96
6125-0001 SERV	Valdes Supply	Cleaning Supplies	12/01/22	11/30/23	1000	1100	52280	\$1,024.10
5425-0001 SERV	Village of Winfield	Water & Sewer	08/10/23	09/12/23	1000	1100	53220	\$889.23
5403-0001 SERV	Wheaton Sanitary	Water & Sewer	08/07/23	09/06/23	1000	1100	53220	\$44,150.94
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	07/01/23	07/31/23	6000	1220	54010	\$2,306,520.76
6268-0001 SERV	Windfree Wind & Solar Energy Design Co	Building Improvements	01/24/23	11/30/24	6000	1220	54010	\$171,823.20



Public Works Requisition under \$30,000

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

File #: 23-3546

Agenda Date: 11/7/2023

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: \$29,995.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$29,995.00
	CURRENT TERM TOTAL COST: \$29,995.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Metro Tank and Pipe Company	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Warren Cherner	VENDOR CONTACT PHONE: 847-465-4000	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupagecounty.gov
VENDOR CONTACT EMAIL: info@metrotank.com	VENDOR WEBSITE: www.metrotank.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). This project is to remove and retrofit the Public Works fuel station pump and dispenser at the Woodridge Greene Valley Wastewater Treatment Facility for a total contract cost of \$29,995.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This project will replace the existing suction lift pump with a submersible pump system. The existing pump is a suction lift pump that has failed. The dispenser will also be retrofitted to accommodate the upgraded submersible system. This fueling station is critical to supplying fuel to multiple municipal agencies in the southern portion of the County including Public Works, Stromwater, DuDOT, DPC Sheriff, and Lisle Woodridge Fire.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Metro Tank is the original supplier of the pump and dispenser system. They have specific knowledge and expertise to make the upgrades and repairs to the existing system immediately. Currently the system can not dispense fuel. Multiple agencies depend on this station to fuel emergency fleets such as Police, Fire, DuDOT, and Public Works. There are limited options for fueling in the southern portion of the county, so getting the station operational and reliable is critical.
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. We have budgeted pricing for submersible pumps at the time of construction. The cost estimate Metro provided is consistent with that pricing.
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. Metro Tank is a supplier of Gasboy pumps and has many of the equipment needed immediately available. The Gasboy dispenser and pump is compatible with our existing system.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Metro Tank and Pipe Company	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Warren Cherner	Email:	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 111 West Dundee Road	City: Wheeling	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60090	State: Illinois	Zip: 60517
Phone: 847-465-4000	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 7, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Remove and retrofit the Public Works fuel station pump and dispenser at the Woodridge Greene Valley Wastewater Treatment Facility for a total contract cost of \$29,995.	FY23	2000	2555	54030		29,995.00	29,995.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 29,995.00

<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

METRO

TANK AND PUMP COMPANY

1111 West Dundee Road Wheeling, IL 60090-3936

Phone: (847) 465-4000 Fax: (847) 465-1864

WEBSITE: WWW.METROTANK.COM EMAIL: INFO@METROTANK.COM

Mr. Jay Dahlberg
DuPage County
7900 S. Route 53
Woodridge, IL 60517

October 25, 2023

Dear Mr. Dahlberg:

METRO Tank & Pump Company is pleased to provide our proposal pertaining to the underground storage tank fuel system at your **DuPage WWTP, Woodridge, IL** location.

All work will be performed in compliance with the most current guidelines of the **Office of the Illinois State Fire Marshal, OSHA**, and the **I.E.P.A.**

Dispenser and Submersible Pump Installation:

- ◆ Disconnect existing product piping from the gasoline tank and (1) gasoline suction pump.
- ◆ Remove (1) gasoline suction pump and set aside.
- ◆ Furnish and install (1) new ¾ HP submersible pump.
- ◆ Provide power for new submersible pump. All electric work to be performed by DuPage County.
- ◆ Supply crane to set new submersible pump.
- ◆ Furnish and install (1) new Gasboy, dual hose, single product dispenser.
- ◆ Make final product connections.
- ◆ Perform start-up of submersible pump and dispenser.

Price: \$29,995

Respectfully,
METRO Tank & Pump Company

Warren Cherner
President

Payment Terms: Full Payment with Signed Contract/Purchase Order.

The following Terms and Conditions between **METRO** Tank and Pump Company (hereafter Contractor) and **DuPage County** (hereafter Purchaser) are affixed and made a part hereof. Please sign in the appropriate place to indicate.

TERMS AND CONDITIONS

PAYMENT TERMS

Upon Completion Of Work. All quotes are valid for thirty (30) days. After (30) days, Contractor reserves the right to adjust all prices according to current costs or conditions. All sums to be paid to Contractor under the terms of this contract, unless otherwise specified, in writing, shall be due upon completion of services, delivery of equipment, or installation work to be performed. Any accounts not fully paid within thirty (30) days of date of invoice shall be charged an additional sum of 1 - 1/2 percent per month on balance remaining unpaid. In the event of any liens, suits, or other collection actions of any type, Purchaser shall pay to Contractor, in addition to the principal balance and interest as aforesaid, all reasonable attorney's fees, court costs and other costs of collection. Contractor may suspend the Services under this Agreement, with no penalty and other provisions of this Agreement notwithstanding, at any time until Contractor has been paid in full for all amounts due, including interest charges. Notwithstanding any other provision of this contract, at any time when payment owed to Contractor is not paid within (30) days of date of invoice, Contractor may, without notice, suspend the services under this agreement with no penalty, until Contractor has been paid in full.

WARRANTY

a. Warranty. Contractor provides no warranty for any equipment or material. Purchaser recognizes that the only warranty provided with respect to material and equipment is the manufacturers warranty. Contractor warrants that all labor shall be performed in a good workmanship like manner. All claims for defective workmanship must be made within (90) days.

b. Standard of Care Contractor will perform the Services in a professional manner in accordance with sound consulting practices and procedures. **CONTRACTOR MAKES NO OTHER WARRANTY EITHER EXPRESS OR IMPLIED. Specifically, Contractor makes no warranty that material and equipment purchased by Purchaser is either merchantable or fit for the use intended by Purchaser.**

TANK REMOVALS

a. Assumptions. Tank removal prices are based upon the following conditions: (a) concrete slab over tank not to exceed 8"; (b) no rebar in concrete; (c) no concrete vaults, removal of underground hold-down slab, saddles or straps; (d) tank to be empty of water, product, sludge, sand or other materials or liquids; (e) no contaminated material or remedial action; (f) no scrap value of tanks; (g) all excavated material to be returned to tank hole; (h) price is based on size of tank specified in quote: if tank is larger, additional costs will be added, if quantity of tanks is less than quoted, no credits; (i) no tank cars; (j) Contractor shall not be held liable for disturbance or damage to nearby tanks or piping; (k) no fiberglass-lined tanks; (l) no double wall tanks; (m) no hazardous material in tank or excavation; (n) above and below ground concrete slab to be put back into excavation; (o) Minimum one day charge for equipment and labor on location, if unable to perform contract job due to unforeseen conditions; (p) E.P.A. regulations require that residue, sediment, and sludge from the tank and sludge generated from the tank cleaning process must be properly disposed of: the charge for sludge handling and disposal, if required, is not included; and (q) no restoration to concrete, asphalt or landscape; sludge or #6 heavy oil.

b. Special Waste. Purchaser agrees that in the event special waste contaminated material is discovered, Contractor shall perform remedial action work, reports, forms and documentation, and Contractor agrees to perform said work in compliance with E.P.A. regulations, as per the attached environmental schedule. Purchaser recognizes and agrees that at no time will Contractor assume title or control of said materials. All payments to Contractor must be made in full prior to the release of any reports.

c. Quantity of Waste. Contractor and the Purchaser agree that the quantity of cubic yards/tons indicated on the waste manifests are subject to verification and acceptance by the landfill and that both parties agree to accept landfill's verification of cubic yards/tons as actual and final amount for purposes of billing. The quantity of cubic yards/tons removed will be determined by the measurement size of the backhoe bucket and/or truck load volume and not by in-ground measurement of excavation. Purchaser agrees to pay Contractor for the quantity of cubic yards/tons billed from the landfill at which the contaminated soil was disposed.

d. Escrow Account. Contaminated soil remediation payment terms will be handled on an escrow basis. Contractor will establish the escrow account. An estimated project cost will be funded by the Purchaser to the account from which Contractor will draw payments. Contractor will proceed with remediation based on monies available in escrow.

TESTING

The price specified in this contract, does not include any soil, liquid, tank, line testing or soil borings which may be required by state, local, and E.P.A. authorities or Purchaser, unless otherwise specified in writing. At Purchaser's request Contractor will obtain tests from an independent testing laboratory or service. The total cost of the test procedure will be billed to Purchaser. Contractor makes no claims as to any tests or results, shall not be held liable for the accuracy of the testing procedures or results, and shall not be held liable or responsible for any action taken due to any test results. All liquid test prices are based upon the accessibility of tank, no excavation is included. Should for any reason the testing is unable to be performed due to customer information inaccuracies or unpreparedness, Purchaser shall be liable for the fee of (1) test.

INDEMNIFICATION

Excepting only such liability as may arise out of the gross negligence of Contractor, the Purchaser agrees to hold harmless, indemnify, and defend Contractor and its officers, directors, agents, employees, contractors, and sub-contractors from and against any and all claims, losses, damages, liability, causes of action (including causes of action for personal injury or death), and costs, including, but not limited to, attorney's fees for counsel of Contractor's choice and other costs of defense, arising out of or in any way connected with:

the existence of contaminated materials on or near the project site. This includes, but is not limited to, the cost of clean-up, removal, hauling, disposal, pumping, reimbursement, reports and any other remedial actions that may be required.

the presence, discharge, release, exposure, or escape of petroleum impacted materials, asbestos or other hazardous substances or contaminants of any kind;

Purchaser's acts, operations, or responsibilities under this Agreement;

or the work of any third party hired by Purchaser to perform work at this site;

Purchaser agrees to hold Contractor harmless for damage to utilities or subterranean structures which are not correctly located by Purchaser;

UTILITIES

Purchaser shall be responsible for designating the location and depth of all utility lines, piping, conduits and subterranean structures within the property lines of the Work Order scope. Contractor will request responsible utilities to locate on and off-site utility lines when necessary and applicable.

CHANGE ORDERS

Additional work requested by Purchaser, other than unit work, will require signed change orders. All other changes in work scope will be billed and/or credited at negotiated prices.

PROJECT DELAYS

Should work be held up and/or delayed by Purchaser, his employees, agents, consultants or other parties under the guidance of Purchaser, Contractor shall receive a minimum of (1) day charge as compensation for said delays. If such delays, Acts of God, or unforeseen delays from suppliers occur, then Contractor shall receive an extension on completion time.

EXCAVATION CLAUSE

All excavation is based upon normal soil and sub-soil conditions. In the event that rocks, vaults, cables, lines, frozen ground, sand, water, contaminated materials, etc. are found, and cause a delay in the progress of the project, and/or an expense is incurred, to repair and/or relocate utilities or lines. Contractor shall not be held responsible or liable, and such costs shall be billed to Purchaser as an extra to this project. Shoring of tank holes or any other structure is not included in contract.

TANK INSTALLATION, REPAIRS AND UPGRADES

Purchaser acknowledges that the signing and acceptance by Contractor and Purchaser does not guarantee work will be completed prior to E.P.A. compliance deadlines.

New tank installations are based upon normal excavation conditions pertaining to weather conditions, concrete, and backfilling. Installation prices are also based upon excavation size being 2 feet greater than the tank in all directions and a 3 foot burial. If, due to unforeseen conditions the tank hole is larger, Purchaser will be billed an extra.

Except only as shall arise through gross negligence of contractor, contractor shall have no responsibility for unforeseen existing equipment malfunctions, piping or conduits.

All fuel for tanks is the responsibility of the Purchaser. Water for tank ballast shall be provided by owner. In the event that any tank shall float, Contractor shall have no liability or responsibility. It shall be the Purchasers obligation to restore or repair any damage due to tank floating and/or other causes of a release. Contractor shall have no responsibility or obligation due to spills that may occur by fuel suppliers, from accidents, releases and/or negligence.

PERMITS & TAXES

All fees and penalties for permits, registration, or licensing is the responsibility solely of Purchaser. Contractor will assist Purchaser in obtaining permits and will bill Purchaser for all fees and time spent in obtaining permits, unless specifically stated otherwise. Where applicable, sales tax will be billed as a line item unless specifically stated otherwise.

LIABILITIES

Any claims pursuant to this agreement must be in writing, must be within (1) year of work, and may not be for more than the value of the work contracted. No claims may be made in excess of contract work performed.

ATTACHMENTS The attached Contractor proposal/contract, consisting of 3 printed pages and dated 10/25/2023 is hereby incorporated into this agreement.

IN WITNESS WHEREOF, Purchaser and Contractor acknowledge having read and reviewed the above and all pages of this Agreement and agree to be bound by it.

Dated this _____ day of _____, 2023.

CONTRACTOR:
METRO Tank And Pump Company
(Company Name)

PURCHASER:
DuPage County
(Company Name)

(Print Name)

By: _____

By: _____

Purchase Order #, if applicable

If your company/firm is Tax Exempt, provide you Tax Exemption identification #: _____, and attach a copy of your exemption certificate to ensure accurate invoicing.



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: 11-1-23

Bid/Contract/PO #:

Company Name: Metro Tank & Pump Company	Company Contact: Warren Cherner
Contact Phone: 847-361-0842	Contact Email: warren@metrotank.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature _____

Printed Name Warren Cherner

Title President

Date 11-1-23

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0086-23

Agenda Date: 11/7/2023

Agenda #: 19.F.

AWARDING RESOLUTION
ISSUED TO VALDES SUPPLY
TO FURNISH AND DELIVER
PAPER TOWELS AND RESTROOM TISSUE
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$123,397.52)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Valdes Supply, to furnish and deliver paper towels and restroom tissue to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, and the Coroner's Office, for the period of December 1, 2023 through November 30, 2024, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver paper towels and restroom tissue to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children's Center, Office of Emergency Management, for the period of December 1, 2023 through November 30, 2024, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Valdes Supply, 667 Chaddick Drive, Wheeling, IL 60090, for a contract total amount not to exceed \$123,397.52, per renewal option under bid award#22-112-FM, first option to renew.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3138	RFP, BID, QUOTE OR RENEWAL #: 22-112-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$131,061.70
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$501,254.26
	CURRENT TERM TOTAL COST: \$123,397.52	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Valdes Supply	VENDOR #: 36338	DEPT: Facilities Management	DEPT CONTACT NAME: Angela Bolton
VENDOR CONTACT: Shahir Ahmed	VENDOR CONTACT PHONE: 847-657-6000	DEPT CONTACT PHONE #:	DEPT CONTACT EMAIL: angela.bolton@dupageco.org
VENDOR CONTACT EMAIL: shahir.ahmed@valdessupply.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 Valdes Supply, to furnish and deliver restroom tissue and paper towels to the Judicial Office Facility, JTK Administration Building and the Jail on a monthly basis, and as needed for the Power Plant, Children’s Center, Office of Emergency Management, and the Coroner’s Office, for Facilities Management, for the period December 01, 2023 through November 30, 2024, for a total contract amount not to exceed \$123,397.52, per renewal option under bid award #22-112-FM, first option to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Restroom tissue and paper towels are necessary for the operation of campus facilities restrooms.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. RENEWAL
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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: Valdes Supply	Vendor#: 36338	Dept: Facilities Management	Division:
Attn: Shahir Ahmed	Email: shahir.ahmed@valdessupply.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 667 Chaddick Drive	City: Wheeling	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone: 847-657-6000	Fax: 847-235-6869	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Valdes Supply	Vendor#: 36338	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 667 Chaddick Drive	City: Wheeling	Address: various locations	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Mary Ventrella			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Restroom Tissue / Paper Towels	FY24	1000	1100	52280		123,397.52	123,397.52
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 123,397.52

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and Deliver Restroom Tissue & Paper Towels, as needed, for County Facilities.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, and Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public works Committee: 11/07/23 County Board: 11/14/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM
 BID TABULATION



NO.	ITEM	UOM	QTY	All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		Valdes LLC	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
Item A - Conventional Size Restroom Tissue																	
1	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	1,800					\$ 55.00	\$ 99,000.00			\$ 59.81	\$ 107,658.00	\$ 44.14	\$ 79,452.00		
2	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105														
3	Bedford Paper #SBT-503 500 shts/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595														
4	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900													\$ 39.41	\$ 74,879.00
5	Other: LaPort - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235 4.4"x3.5", 2 ply, 500 sheets, 96 rolls/case	CS	1,595	\$ 50.60	\$ 80,707.00	\$ 60.00	\$ 95,700.00			\$ 39.44	\$ 62,906.80						
Item B - 9" Jumbo Junior Size Restroom Tissue																	
6	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590					\$ 43.00	\$ 25,370.00			\$ 49.00	\$ 28,910.00				
7	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880														
8	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590														
9	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590														
10	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590							\$ 25.98	\$ 15,328.20			\$ 32.56	\$ 19,210.40	\$ 25.08	\$ 14,797.20
11	Other: All American Paper Co. - GJO2510012 Central Poly Bag Corp. - Resolute #700, 3.4"x1000' 2 ply, G, 12 rolls/cs	CS	590	\$ 36.45	\$ 21,505.50	\$ 29.99	\$ 17,694.10										

NO.	ITEM	UOM	QTY	All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		Valdes LLC	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
Item C - Multi-Fold Paper Towels																	
12	Tork USA Premium #MB540A / 420580 250 towels/pk, 12 pks/cs, 9" x 10" sheet	CS	2,838	\$ 34.30	\$ 97,343.40			\$ 33.00	\$ 93,654.00			\$ 49.00	\$ 139,062.00	\$ 23.31	\$ 66,153.78		
13	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838														
14	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838							\$ 21.65	\$ 61,442.70						
15	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838													\$ 21.00	\$ 59,598.00
16	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838														
17	Scott Essential #01840 250 towels/pk, 16 pks/cs, 9.20" x 9.40"	CS	2,838														
18	Other: Central Poly Bag Corp. - Maral #P2003, 9.25"x9.5" 16/250/cs (4000)	CS	2,838			\$ 34.00	\$ 96,492.00										
Item D - Conventional Size Restroom Tissue																	
19	Wausau Bay West Eco Soft #54000 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712					\$ 55.00	\$ 39,160.00			\$ 59.00	\$ 42,008.00				
20	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712											\$ 44.14	\$ 31,427.68		
21	Cascades North River #4064 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712														
22	Atlas #A250 500 shts/rl, 96 rls/cs, 4.50" sheet size	CS	634														
23	Bedford Paper #SBT-501 500 shts/rl, 96 rls/cs, 3.50" length sheet size	CS	712													\$ 39.41	\$ 28,059.92
24	Other: Laport Inc. - Kruger 0575 96/500 2-ply All American Paper Co. - GJO2550096 Central Poly Bag Corp. - Resolute #235, 4.4"x3.5", 2 ply, 500 sheets, 96 rolls/cs	CS	712	\$ 50.60	\$ 36,027.20	\$ 60.00	\$ 42,720.00			\$ 39.44	\$ 28,081.28						
Item E - Multi-Fold Paper Towels																	
25	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk, 16 pks/cs, 9.4" x 9.2" sheet	CS	194									\$ 29.21	\$ 5,666.74				
26	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2" x 9.4" sheet	CS	194														
27	Tork USA Premium #MB540A / 420580 250 towels/pk, 12 pks/cs, 9" x 10" sheet	CS	194	\$ 34.30	\$ 6,654.20			\$ 33.00	\$ 6,402.00					\$ 28.31	\$ 5,492.14		
28	Cascades Décor #1759 250 towels/pk, 16 pks/cs, 9" x 9.5" sheet	CS	194														
29	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13" x 12.75" sheet	CS	194														
30	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194													\$ 21.00	\$ 4,074.00
31	Other: Laport Inc. - Kruger 01920 MF White 4,000/cs Central Poly Bag Corp. - Marcal #P2003, 9.5" x 9.25" 16/250/cs (4000)	CS	194			\$ 34.00	\$ 6,596.00			\$ 21.65	\$ 4,200.10						

NO.	ITEM	UOM	QTY	All American Paper Co.		Central Poly Bag Corp.		Garvey's Office Products		Laport Inc.		Malor & Company Inc.		Standard Company		Valdes LLC	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
Item F - Perforated Roll Towels																	
32	Wausau Bay West Eco Soft #41090 90 shts/rl, 30 rls/cs, 11" x 9" sheet	CS	166									\$ 70.00	\$ 11,620.00				
33	Georgia Pacific Blue (formally Preference) #27385 85 shts/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270														
34	Kimberly Clark Scott #41482 128 shts/rl, 20 rls/cs, 11" x 8.75"	CS	180														
35	Tork USA Universal #HB1995 210 shts/rl, 12 rls/cs, 11" x 9" sheet	CS	222					\$ 39.00	\$ 8,658.00								
36	Kruger White Swan #01656 80 shts/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184							\$ 23.23	\$ 4,274.32						
37	Bedford Paper #HHT085 85 sheets/rl, 30 rls/cs, 8" x 11" sheet	CS	194											\$ 34.38	\$ 6,669.72	\$ 22.49	\$ 4,363.06
38	Other: All American Paper Co. - GJO25012 Central Poly Bag Corp. - Marcal #06350, 11x8 2 ply, 85 sheets, 30/cs	CS	194	\$ 32.70	\$ 6,343.80	\$ 36.00	\$ 6,984.00										
Item G - Boxed Facial Tissue (Large)																	
39	Marcal Sani-Hanks #682 40 shts/bx, 200 bx/cs, 7.5" sheet size	CS	96			No Bid		No Bid				\$ 39.00	\$ 3,744.00	No Bid			
40	Kruger Products White Swan #08500 80 shts/bx, 135 bx/cs, 8.0" sheet size	CS	72			No Bid		No Bid	\$ 72.45	\$ 5,216.40				No Bid			
41	Sani Facial Tissue #MoreX 40 shts/bx, 200 bx/cs, 7.88" sheet size	CS	96			No Bid		No Bid						No Bid			
42	Other: Valdes - Sani Facial Tissue #MoreX 40 shts/bx All American Paper Co. - GPCW 548550	CS	80	\$ 40.30	\$ 3,224.00	No Bid		No Bid						No Bid		\$ 45.00	\$ 3,600.00
Item H - Boxed Facial Tissue (Large)																	
43	Wausau Bay West Eco Soft #13000 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24					\$ 29.00	\$ 696.00			\$ 50.00	\$ 1,200.00	No Bid			
44	Georgia-Pacific Preference #48100 100 shts/bx, 30 bxs/cs, 8" sheet size	CS	24											No Bid			
45	Kruger Products White Swan #08301 100 shts/bx, 30 bxs/cs, 7.4" sheet size	CS	24							\$ 21.50	\$ 516.00			No Bid			
46	Cascades North River #4082 100 shts/bx, 30 bxs/cs, 7.5" sheet	CS	24											No Bid			
47	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24											No Bid		\$ 19.50	\$ 468.00
48	Other: All American Paper Co. - MRC2930CT Central Poly Bag Corp. - Central Poly# 2930 8.5x7.5: 2 ply, 100/bx, 30/cs	CS	24	\$ 21.00	\$ 504.00	\$ 39.00	\$ 936.00										
Item I - Hard Roll Paper Towels																	
49	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid		\$ 75.00	\$ 255,000.00			\$ 49.00	\$ 166,600.00				
50	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728			No Bid											
51	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400			No Bid											
52	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	\$ 48.30	\$ 164,220.00	No Bid				\$ 29.59	\$ 100,606.00			\$ 33.82	\$ 114,988.00	\$ 26.75	\$ 90,950.00
				\$ 416,529.10		\$ 267,122.10		\$ 527,940.00		\$ 282,571.80		\$ 506,468.74		\$ 323,393.72		\$ 280,789.18	

NOTES
1. Contractor shall provide only one (1) response per item.

Bid Opening 10/4/2022 @ 2:30 PM	DW, NE, YQ
Invitations Sent	24
Total Vendors Requesting Documents	0
Total Bid Responses	7



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Valdes LLC dba VALDES SUPPLY located at 667 Chaddick Dr. Wheeling, IL 60090, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-112-FM which became effective on 12/1/2022 and which will expire 11/30/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 11/30/2024.

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

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

SIGNATURE

SHAHIR AHMED

Richella Jackson

PRINTED NAME

PRINTED NAME

PRESIDENT

Buyer I

PRINTED TITLE

PRINTED TITLE

09/18/2023

DATE

DATE

SECTION 7 - BID FORM PRICING

Contractor shall provide only one (1) response per Item. For example, Item A – Conventional Size Restroom response shall only include a response for either A-1, A-2, A-3, etc. No multiple bids per item are allowed.

GROUP 1 - EAST CAMPUS

Item A - Conventional Size Restroom Tissue					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	SCA Tork #TM1616 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,800		\$ -
OR					
2	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	2,105		\$ -
OR					
3	Bedford Paper #SBT-503 500 sheets/rl, 96 rls/cs, 3.75" length sheet size	CS	1,595		\$ -
OR					
4	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	1,900	39.41	\$ 74,879.00
OR					
5	Or Equal (Provide Description)	CS	1,595		\$ -
Item A - Conventional Size Restroom Tissue Subtotal					\$ 74,879.00 -
					PERCENTAGE
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item B - 9" Jumbo Junior Size Restroom Tissue					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA #TJ0922A 1000'/rl, 12 rls/cs, 3.50" length sheet size	CS	590		\$ -
2	Kruger Products Embassy #05620 1000'/rl, 8 rls/cs 3.50" length sheet size	CS	880		\$ -
3	Kimberly Clark/Scott Essential #07805 1000'/rl, 12 rls/cs 3.55" length sheet size	CS	590		\$ -
4	Cascades North River #4097 1000'/rl, 12 rls/cs 3.50" length sheet size	CS	590		\$ -
5	Bedford Paper #JRT-404 1000'/rl, 12 rls/cs 3.30" length sheet size	CS	590	25.08	\$ 14,797.20 -
6	Or Equal (Provide Description)	CS	590		\$ 14,797.20 -
Item B - 9" Jumbo Junior Size Restroom Tissue Subtotal					\$ -
					PERCENTAGE
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item C - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Tork USA Premium #MB540A 250 towels/pk, 16 pks/cs, 9" x 9.5" sheet	CS	2,838		\$ -
2	Kruger Embassy Premium #01540 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		\$ -
3	Kruger White Swan Classic #01920 334 towels/pk, 12 pks/cs, 9" x 9.5" sheet	CS	2,838		\$ -
4	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	2,838	21.00	\$ 59598.00 -
5	Cascades North River #1342 250 towels/pk, 16 pks/cs, 9.10" x 9.50"	CS	2,838		\$ -
6	Scott Essential #01840 250 towels/pk, 16 pks/cs, 9.20" x 9.40"	CS	2,838		\$ -
7	Or Equal (Provide Description)	CS	2,838		\$ -
Item C - Multi-Fold Paper Towels Subtotal					\$ 59598.00 -
					PERCENTAGE
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

GROUP 2 - WEST CAMPUS

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Item D - Conventional Size Restroom Tissue					
1	Wausau Bay West Eco Soft #54000 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		\$ -
2	SCA Tork #TM1616 500 shts/rl, 96 rls/cs, 4.00" length sheet size	CS	712		\$ -
3	Cascades North River #4064 500 sheets/rl, 96 rls/cs, 4.00" length sheet size	CS	712		\$ -
4	Atlas #A250 500 sheets/rl, 96 rls/cs, 4.50" sheet size	CS	634		\$ -
5	Bedford Paper #SBT-501 500 sheets/rl, 96 rls/cs, 3.50" length sheet size	CS	712	39.41	\$ 28,059.92
6	Or Equal (Provide Description)	CS	712		\$ 28,059.92
Item D - Conventional Size Restroom Tissue Subtotal					\$ 28,059.92 -
					PERCENTAGE
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					10 %

Item E - Multi-Fold Paper Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Georgia Pacific Blue Basic (Previously Acclaim) #20204 250 towels/pk, 16 pks/cs, 9.4" x 9.2" sheet	CS	194		\$ -
2	Kimberly Clark Scott Essential #01804 250 towels/pk, 16 pks/cs, 9.2" x 9.4" sheet	CS	194		\$ -
3	Tork USA Premium #MB540A / 420580 250 towels/pk, 12 pks/cs, 9" x 10" sheet	CS	194		\$ -
4	Cascades Décor #1759 250 towels/pk, 16 pks/cs, 9" x 9.5" sheet	CS	194		\$ -
5	Tork USA #CB530 250 towels/pk, 16 pks/cs, 10.13" x 12.75" sheet	CS	194		\$ -
6	Bedford Paper #MF101 250 towels/pk, 16 pks/cs, 9.25" x 9.50" sheet	CS	194	21.00	\$ 4074.00 -
7	Or Equal (Provide Description)	CS	194		\$ -
Item E - Multi-Fold Paper Towels Subtotal					\$ 4074.00 -
					PERCENTAGE
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item F - Perforated Roll Towels					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Wausau Bay West Eco Soft #41090 90 sheets/rl, 30 rls/cs, 11" x 9" sheet	CS	166		\$ -
2	Georgia Pacific Blue (formally Preference) #27385 85 sheets/rl, 20 rls/cs, 11" x 8.8" sheet	CS	270		\$ -
3	Kimberly Clark Scott #41482 128 sheets/rl, 20 rls/cs, 11" x 8.75"	CS	180		\$ -
4	Tork USA Universal #HB1995 210 sheets/rl, 12 rls/cs, 11" x 9" sheet	CS	222		\$ -
5	Kruger White Swan #01656 80 sheets/rl, 30 rls/cs, 10.9" x 8.6" sheet	CS	184		\$ -
6	Bedford Paper #HHT085 85 sheets/rl, 30 rls.cs, 8" x 11" sheet	CS	194	22.49	\$ 4363.06 -
7	Or Equal (Provide Description)	CS	194		\$ -
Item F - Perforated Roll Towels Subtotal					\$ 4363.06 -
					PERCENTAGE
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item G - Boxed Facial Tissue (Large)					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Marcial Sani-Hanks #682 40 sheets/bx, 200 bx/cs, 7.5" sheet size	CS	96		\$ -
OR					
2	Kruger Products White Swan #08500 80 sheets/bx, 135 bx/cs, 8.0" sheet size	CS	72		\$ -
OR					
3	Sani Facial Tissue #MoreX 40 sheets/bx, 200 bx/cs, 7.88" sheet size	CS	96		\$ -
OR					
4	Or Equal (Provide Description) Sani Facial Tissue (more) 2 pl+ white 40/box	CS	80	45.00	\$ 3600 -
Item G - Boxed Facial Tissue (Large) Subtotal					\$ 3600 -
PERCENTAGE					
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %
Item H - Boxed Facial Tissue (Large)					
1	Wausau Bay West Eco Soft #13000 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		\$ -
OR					
2	Georgia-Pacific Preference #48100 100 sheets/bx, 30 bxs/cs, 8" sheet size	CS	24		\$ -
OR					
3	Kruger Products White Swan #08301 100 sheets/bx, 30 bxs/cs, 7.4" sheet size	CS	24		\$ -
OR					
4	Cascades North River #4082 100 sheets/bx, 30 bxs/cs, 7.5" sheet	CS	24		\$ -
OR					
5	Georgia Pacific #GP47410 100 sheets/bx, 30 bxs/cs, 8.00" sheet	CS	24	19.50 19.50	\$ 468.00 -
OR					
6	Or Equal (Provide Description)	CS	24		\$ -
Item H - Boxed Facial Tissue (Large) Subtotal					\$ 468.00 -
PERCENTAGE					
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %

Item I - Hard Roll Paper Towels

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Kleenex #11090 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		\$ -
OR					
2	Georgia Pacific #280-55 Pref Ultra White 1 ply, 7.87" x 600', 12 rls/cs, 7,200 ft/cs	CS	1,728		\$ -
OR					
3	Kruger Embassy Supreme #01240 White 1 ply, 8" x 600', 6 rls/cs, 3,600 ft/cs	CS	3,400		\$ -
OR					
4	Bedford Paper #HWTW552 White 1 ply, 7.81" x 800', 6 rls/cs, 4,800ft/cs	CS	3,400	5/18 26.75 26.00	40,950.00 \$ 88,100 -
Item I - Hard Roll Paper Towels Subtotal					\$ 88,100 90,950.00
					PERCENTAGE
Provide Percentage of Recycled Post Consumer Content of your Product					65 %
Provide Percentage of Recycled Fiber Content of your Product					100 %
GRAND TOTAL					\$ 280,789.18
GRAND TOTAL ITEMS					
(In words) Two hundred and eighty thousand seven hundred and eighty nine 18/100					

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File

X _____ President
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 3 day of OCTOBER AD, 2022

Signature on File

My Commission Expires: 12/17/2025



SEAL

SECTION 9 - MANDATORY FORM
FURNISH & DELIVER PAPER PRODUCTS (RESTROOM TISSUE, PAPER TOWELS, ETC.) 22-112-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Valdes LLC		
Main Business Address	667 Chaddick Dr.		
City, State, Zip Code	Wheeling, IL, 60090		
Telephone Number	847-657-6000	Email Address	Shahir.ahmed@valdes supply.com
Bid Contact Person	Shahir Ahmed		

The undersigned certifies that he is:

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

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

Shahir Ahmed _____
 (President or Partner) (Vice-President or Partner)

 (Secretary or Partner) (Treasurer or Partner)

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

Addenda No. 1, _____, _____, and _____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Valdes LLC	NAME	Valdes LLC
CONTACT	Shahir Ahmed	CONTACT	Shahir Ahmed
ADDRESS	667 Chaddick Dr.	ADDRESS	667 Chaddick Dr.
CITY ST ZIP	Wheeling, IL, 60090	CITY ST ZIP	Wheeling, IL, 60090
TX	847-657-6000	TX	847-657-6000
FX	NA	FX	NA
EMAIL	Shahir.Ahmed@Valdessupply.com	EMAIL	Shahir.Ahmed@valdessupply.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
EAST CAMPUS DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		EAST CAMPUS DuPage County Various Locations Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	
WEST CAMPUS DuPage County Care Center 400 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273		WEST CAMPUS DuPage County Care Center 421 North County Farm Road Wheaton, IL 60187 TX: (630) 784-4273 EMAIL: vinit.patel@dupageco.org	

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



Required Vendor Ethics Disclosure Statement

Date: 9/18/2023

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

Bid/Contract/PO #: #22-112-FM

Company Name: VALDES LLC	Company Contact: Shahir Ahmed
Contact Phone: 847 657 6000	Contact Email: shahir.ahmed@valdessupply.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name SHAHIR AHMED

Title PRESIDENT

Date 09/18/2023

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

Building	2023 December	2024 January	2024 February	2024 March	2024 April	2024 May	2024 June	2024 July	2024 August	2024 September	2024 October	2024 November	Total	
Restroom Tissue Bid #22-112-FM														
Group 1, Item A - \$39.41 per case - Conventional Size / Bedford Paper SBT-501														
JTK Admin Bldg - 2023 / 2024	32	32	32	32	32	32	32	32	32	32	32	32	384	
Judicial Office Facility - 2023 / 2024	3	3	3	3	3	3	3	3	3	3	3	3	36	
Sheriff/Jail - 2023 / 2024	85	85	85	85	85	85	85	85	85	85	85	85	1020	
Out Buildings*													40	
Subtotal													1480	
Group 1, Item B - \$25.08 per case - 9" Jumbo Junior Size / Bedford Paper JRT-404														
Judicial Office Facility - 2023 / 2024	32	32	32	32	32	32	32	32	32	32	32	32	384	
Sheriff/Jail - 2023 / 2024	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal													384	
TOTAL													1864	Cases
Paper Towels Bid #22-112-FM														
Group 1, Item C - \$21.00 per case - Bedford Paper MF101														
JTK Admin Bldg - 2023 / 2024	50	50	50	50	50	50	50	50	50	50	50	50	600	
Judicial Office Facility - 2023 / 2024	105	105	105	105	105	105	105	105	105	105	105	105	1260	
Sheriff/Jail - 2023 / 2024	55	55	55	55	55	55	55	55	55	55	55	55	660	
Out Buildings*													120	
Subtotal													2640	
TOTAL													2640	Cases
mv 09/13/23														



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0044-23

Agenda Date: 11/7/2023

Agenda #: 19.E.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
CHRISTOPHER B. BURKE ENGINEERING LTD., FOR ON-CALL
PROFESSIONAL ENGINEERING SERVICES FOR
WATER SYSTEM DESIGN AND CONSTRUCTION MANAGEMENT AND
LAKE MICHIGAN ALLOCATION FOR VARIOUS REGIONS
AROUND DUPAGE COUNTY

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates water treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to Lake Michigan water allocation, evaluation of water sources and systems; and

WHEREAS, CHRISTOPHER B. BURKE ENGINEERING, LTD. (hereinafter the CONSULTANT) has experience and expertise in the allocation process and engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00); and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to Christopher B. Burke Engineering, 9575 W. Higgins Rd, Illinois 60018, ATTN: Mark Emory; Nicholas V. Alfonso, State's Attorney's Office.

Enacted and approved this 14th day of November 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Christopher B. Burke Engineering, LTD	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Mark Emory	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: memory@cbbel.com	VENDOR WEBSITE: https://www.cbbel.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional engineering services for Lake Michigan water allocation with Christopher B. Burke Engineering, LTD from November 14, 2023 through November 30, 2026 in the amount of \$95,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This contract will provide professional engineering services to DuPage County Public Works, which will include assistance with Lake Michigan water emergency and standard allocation processes, evaluating feasibility to bring Lake Michigan water to various DuPage County service areas, coordination with state agencies for water system improvement projects and permitting, licensing, and funding experience related to water system improvements. Staff solicited an RFP for engineering services and received four (4) statements of interest. After evaluation staff has selected Christopher B. Burke Engineering as the most qualified firm for the needed services.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted. We received 4 SOI's and completed a consultant evaluation to rank the firms. After review, it was determined that Christopher B. Burke Engineering was the top firm based on their experience with the services needed..
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve contract with Christopher B. Burke Engineering for professional service. Recommended. 2) Contract with an alternate engineering firm. Not recommended due to the selected firm's knowledge in the area of water system improvements. 3) Do not award this contract. Not recommended due to the need for professional engineering services in order to provide water service for unincorporated County residents.

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: Christopher B. Burke Engineering, LTD.	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Mark Emory	Email: memory@cbbel.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 9575 W. Higgins Road	City: Rosemont	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60018	State: Illinois	Zip: 60517
Phone: 847-823-0500	Fax: 847-823-0520	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2026
Contract Administrator (PO25): Amy Arlowe/Sandra Martinez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Professional engineering services with Christopher B. Burke Engineering, LTD from November 14, 2023 through November 30, 2026 in the amount of \$95,000.	FY24	2000	2640	53010		45,000.00	45,000.00
2	1	EA			FY25	2000	2640	53010		40,000.00	40,000.00
3	1	EA			FY26	2000	2640	53010		10,000.00	10,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 95,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND
CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR ON-CALL
PROFESSIONAL ENGINEERING SERVICES FOR WATER SYSTEM DESIGN &
CONSTRUCTION MANAGMENT AND LAKE MICHIGAN ALLOCATION FOR
VARIOUS REGIONS AROUND DUPAGE COUNTY

THIS AGREEMENT is made this 14th day of November, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187(hereinafter referred to as the COUNTY) and CHRISTOPHER B. BURKE ENGINEERING, LTD, licensed to do business in the State of Illinois, with offices at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018 (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates water treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to Lake Michigan water allocation, evaluation of water sources and systems; and

WHEREAS, CHRISTOPHER B. BURKE ENGINEERING, LTD. (hereinafter the CONSULTANT) has experience and expertise in the allocation process and engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00); 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 a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.
- 3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.
- 4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Services, 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 November 30, 2026, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

- 6.1 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.
- 6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Ninety-five Thousand Dollars and 00/100 (\$95,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT'S staff, and approved subconsultant's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."
- 6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the

COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than \$25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit "C".

6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

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

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

6.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the

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

7.0 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the SUPERINTENDENT directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 five hundred thousand dollars (\$500,000.00) 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) total; including limits of not

less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) 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 Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/three million dollars (\$3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) 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.

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 sixty (60) 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 affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 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, CONSULTANT'S insurance providers shall be 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 sixty (60) 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.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of

DuPage, its officers and employees are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

- 8.6 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 exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable 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 to the extent caused by the CONSULTANT'S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

10.2 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' subconsultant(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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S

failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other 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 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and subconsultant(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 subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(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 CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

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

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

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

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, 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, in which case termination shall be effective immediately upon receipt of notice.

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 deliverables tendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT.

- 17.1** This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2** There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3** This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4** In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.
- 18.0 ASSIGNMENT.**
- 18.1** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
- 19.0 SEVERABILITY.**
- 19.1** In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2** In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.
- 20.0 GOVERNING LAW.**
- 20.1** The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2** The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

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

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018
ATTN: John P. Caruso, PE

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but

not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

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

24.2 RESERVED.

24.3 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.


24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage

Christopher B. Burke Engineering, LTD.

Deborah A. Conroy, Chair
DuPage County Board



John P. Caruso, PE
Vice President

Jean Kaczmarek
DuPage County Clerk



Sherry Spofina
Assistant Corporate Secretary

SCHEDULE A

SCOPE OF SERVICES:

CBBEL will be responsible to perform, but not limited to, the following tasks:

- Obtain Permanent Allocation from IDNR
- Prepare Project Feasibility Evaluations for Lake Michigan Water Supply including water distribution modeling and design
- Identify potential permits required such as IEPA, IDOT, IDNR, USACE and IDPHA required sign-offs
- Funding options available; and funding related design requirements
- Agency Coordination

SCHEDULE B

DELIVERABLES:

- IDNR Permanent Allocation Application
- Letter Report / Preliminary Design Memorandum (PDM) Summarizing Project Feasibility Evaluations
- Applicable Permit Applications

EXHIBIT C

**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing**

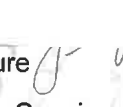
CONSULTANT: Christopher B. Burke Engineering, Ltd.

PROJECT: Lake Michigan Water Allocation

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Engineer VI	60.00	86.00	
Engineer V	45.00	86.00	
Engineer IV	40.00	86.00	
Engineer III	33.00	78.00	
Engineer I/II	25.00	60.00	
Survey V	60.00	86.00	
Survey IV	50.00	86.00	
Survey III	50.00	78.00	
Survey II	40.00	65.00	
Survey I	30.00	50.00	
Engineering Technician V	60.00	86.00	
Engineering Technician IV	40.00	78.00	
Engineering Technician III	24.00	65.00	
Engineering Technician I/II	15.00	40.00	
CAD Manager	50.00	80.00	
CAD Technician II	30.00	65.00	
GIS Specialist III	45.00	70.00	
Landscape Architect	45.00	75.00	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Landscape Designer I/II	30.00	50.00	
Environmental Res Spec V	60.00	86.00	
Environmental Res Spec IV	40.00	75.00	
Environmental Res Spec III	30.00	60.00	
Environmental Res Spec I/II	25.00	45.00	
Environmental Resource Technician	30.00	50.00	
Engineering Intern	10.00	40.00	

Signature of Authorized Agent
for CONSULTANT:

Signature 
Sherry Sporina
Print Name

Date: 10/13/2023

Approved By COUNTY:

Date: _____

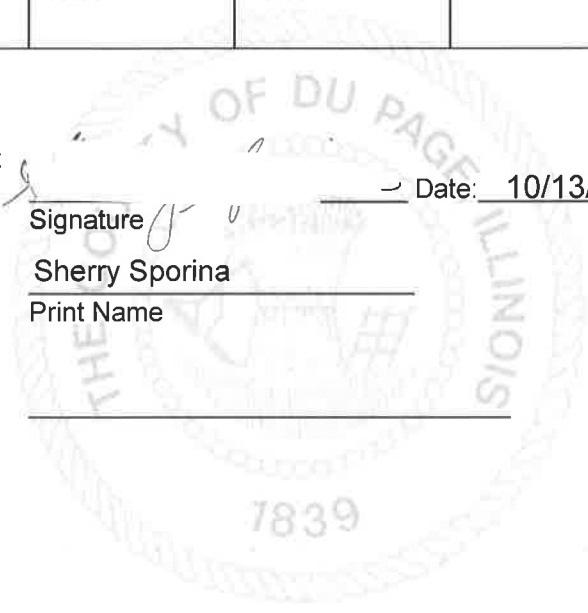


Exhibit C Notes

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





Required Vendor Ethics Disclosure Statement

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

Date: October 27, 2023

Bid/Contract/PO #: _____

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Mike Kerr
Contact Phone: 847-823-0500	Contact Email: mkerr@cbbel.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Sam Tornatore	CBBEL	Check	\$500.00	Aug 23, 2023
Deb Conroy	CBBEL	Check	\$1,000.00	May 15, 2023
Sam Tornatore	CBBEL	Check	\$250.00	Aug 5, 2022
Grant Eckhoff	CBBEL	Check	\$250.00	May 11, 2022
Brian Krajewski	CBBEL	Check	\$250.00	May 31, 2022

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

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

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

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

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

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

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

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

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

Authorized Signature



Printed Name

Michael E. Kerr, PE

Title

President

Date

Oct 27, 2023

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



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0045-23

Agenda Date: 11/7/2023

Agenda #: 19.C.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FEHR GRAHAM, FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PROCESS CONTROL AND INFRASTRUCTURE AROUND DUPAGE COUNTY

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, *et. seq.*); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 *et seq.*); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant process control and infrastructure; and

WHEREAS, Fehr Graham. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00) and the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to Fehr Graham, 230 Woodlawn Avenue, Illinois 60506, ATTN: Mark Halm; Nicholas V. Alfonso, State's Attorney's Office.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Fehr Graham	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Mark Halm	VENDOR CONTACT PHONE: 630.897.4651	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: mhalm@fehrgraham.com	VENDOR WEBSITE: www.fehrgraham.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). On-Call professional engineering services on an as-needed basis for wastewater treatment process control and infrastructure, from November 14, 2023 through November 30, 2025, in the amount of \$95,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This contract will be used on an as-needed basis to address issues of evaluating, design, upgrading, and modernization along with other work as needed at various DuPage County wastewater infrastructures.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted. We received 3 SOI's and completed a consultant evaluation to rank the firms. After review, it was determined that Fehr Graham was the top firm based on their experience with the services needed.
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) Contract approval with Fehr Graham. This is the recommended option. 2) Contract with an alternative firm. Not recommended due to staff review and experience of Fehr Graham. 3) Do not award a contract. Not recommended due to the need for upgrading and modernization in order to keep wastewater parameters in line with EPA regulations.

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: Fehr Graham	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Mark Halm	Email: mhalm@fehrgraham.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 230 Woodlawn Avenue	City: Aurora	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60506	State: Illinois	Zip: 60517
Phone: 630.897.4651	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Sandra Martinez/Amy Arlowe			

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		On-Call professional engineering services on an as-needed basis for wastewater treatment process control and infrastructure from November 14, 2023 through November 30, 2025.	FY24	2000	2555	53010		50,000.00	50,000.00
2	1	EA			FY25	2000	2555	53010		45,000.00	45,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 95,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND FEHR
GRAHAM. FOR ON-CALL PROFESSIONAL ENGINEERING SERVICES FOR
WASTEWATER TREATMENT PROCESS CONTROL & INFRASTRUCTURE
AROUND DUPAGE COUNTY

THIS AGREEMENT is made this 14th day of November, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187(hereinafter referred to as the COUNTY) and Fehr Graham, licensed to do business in the State of Illinois, with offices at 230 Woodlawn Avenue, Aurora, Illinois 60506 (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant process control and infrastructure; and

WHEREAS, Fehr Graham. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00); 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 a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.
- 3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.
- 4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Services, 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 November 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

- 6.1 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.
- 6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Ninety-five Thousand Dollars and 00/100 (\$95,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT'S staff, and approved subconsultant's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."
- 6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the

COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than \$25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit "C".

6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

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

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

6.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the

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

7.0 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the SUPERINTENDENT directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 five hundred thousand dollars (\$500,000.00) 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) total; including limits of not

less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) 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 Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/three million dollars (\$3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) 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.

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 sixty (60) 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 affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 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, CONSULTANT'S insurance providers shall be 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 sixty (60) 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.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of

DuPage, its officers and employees are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

- 8.6 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 exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable 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 to the extent caused by the CONSULTANT'S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

9.5 Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against CONSULTANT and not against any of CONSULTANT's employees, shareholders, officers, or directors.

10.0 SATISFACTORY PERFORMANCE

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

10.2 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' subconsultant(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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the

breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other 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 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and subconsultant(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 subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(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 CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

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

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

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

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, 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, in which case termination shall be effective immediately upon receipt of notice.

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 deliverables tendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT.

- 17.1** This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2** There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3** This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4** In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.
- 18.0 ASSIGNMENT.**
- 18.1** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
- 19.0 SEVERABILITY.**
- 19.1** In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2** In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.
- 20.0 GOVERNING LAW.**
- 20.1** The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2** The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

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

FEHR GRAHAM
230 Woodlawn Avenue
Aurora, Illinois 60506
ATTN: Mark Halm, P.E., BCEE

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but

not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

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

24.2 RESERVED.

24.3 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.


24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage


Fehr Graham, Inc.

Deborah A. Conroy, Chair
DuPage County Board



Mick Gronewold
Principal

Jean Kaczmarek
DuPage County Clerk



Tina Dettman
Project Administrator

Exhibit A

Scope of Services

Department: Public Works

Project: Agreement for on-call, as-needed Professional Engineering Services for process control projects around facilities for various regions around DuPage County.

Function: Professional Engineering Services

Consultant: Fehr Graham

Scope of Work is on an on-call, as-needed basis, for a not-to-exceed amount of \$95,000 to address issues of evaluating, design, upgrading and modernization along with other work as needed. The consultant may be responsible to perform, but not limited to, the following tasks:

- Plant Data collection and analysis
- Plant Operational laboratory data analysis
- Plant system modeling
- Plant system process analysis
- Plan preparation, specifications, and preparation of cost estimates
- Other design issues as encountered
- IEPA Permitting/review

Exhibit B
Anticipated Deliverables

Department: Public Works

Project: Agreement for on-call, as-needed Professional Engineering Services for process control projects around facilities for various regions around DuPage County.

Function: Professional Engineering Services

Consultant: Fehr Graham

Anticipated Deliverables:

- Task order memoranda
- 65% Plans and Specifications for County Review
- 85% Plans and Specifications and Engineer's Opinion of Probable Construction Costs for County Review
- Bid Set Plans and Specifications for County Review
- Data collection, analysis and reports
- Laboratory data analysis and reports
- Capacity study analysis and reports
- System modeling analysis and reports
- WWTP process analysis and reports
- IEPA permitting documentation

Exhibit C
Cost Data and Rates

Department: Public Works

Project: Agreement for on-call, as-needed Professional Engineering Services for process control projects around facilities for various regions around DuPage County.

Function: Professional Engineering Services

Consultant: Fehr Graham

Cost: Not-to-exceed \$95,000. Tasks will be assigned by the County and costs associated with completing the tasks will be agreed to in writing prior to starting work. Deuchler staff will be allocated based on the requirements of the work to ensure the highest quality at the lowest fee.

1. Fehr Graham Subconsultant Fees: Any specialty subconsultants fees required to perform the requested tasks will be pre-approved by DuPage County personnel and billed at the actual cost to Fehr Graham without markup.
2. Fehr Graham labor multiplier = 2.80
3. Rate Structure: Per Exhibit C-1. Rates effective through December 31, 2023
4. Direct expenses, such as copies, will be billed at the actual cost to Fehr Graham.

● ● ● ●
2023 Personnel Chargeout Rates

Principal	\$200 – 270
Senior Project Manager	\$160 - 250
Project Manager	\$120 - 230

Engineering

Lead Structural Engineer	\$190 - 220
Electrical Engineer	\$170 - 190
Senior Project Engineer	\$120 - 180
Project Engineer	\$110 - 160
CAD Manager	\$120 - 140
Designer	\$80 - 120
Staff Engineer	\$100 - 130
Engineer	\$80 - 170
Senior Structural Engineer	\$160 - 190
Senior Resident Engineer	\$120 - 160
Water/Wastewater Op Specialist	\$120 - 150
Senior Engineering Technician	\$90 - 160
Associate Engineering Technician	\$70 - 110
Engineering Technician	\$60 - 110

Landscape Architect Project Manager	\$135-184
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GIS Specialist	\$90 - 100
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Surveying

Survey Manager	\$170 - 180
Land Surveyor	\$110 - 140
Surveyor	\$100 - 130
Survey Crew Chief	\$90 - 120
Survey Technician	\$60 - 90

Environmental Health and Safety

Senior Project EHS Scientist	\$125 - 165
Senior EHS Scientist	\$110 - 150
EHS Project Scientist	\$100 - 140
EHS Scientist	\$90 - 120
EHS Specialist	\$70 - 110
EHS Technician	\$70 - 120
Senior Project Hydrogeologist	\$134 - 187
Project Hydrogeologist	\$90 - 130
Geologist	\$70 - 90
Staff Hydrogeologist	\$80 - 110
Hydrogeologist	\$70 - 100
Biologist	\$90 - 120

IT Consultant	\$70-160
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Grant Writer/Community Development Specialist	\$90 - 120
Project Coordinator	\$70 - 120
Project Administrator	\$70 - 120
Project Assistant	\$79

Charges for expert testimony will be at a rate 1.5 times the standard hourly rate. Minimum 4 hours. Overtime hours charged at standard rates when Fehr Graham controls scheduling. Reimbursable Direct Expenses will be charged at invoice cost + 15%.



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: 10.25.2023

Bid/Contract/PO #: _____

Company Name: <u>Fehr Graham</u>	Company Contact: <u>Chris DeSilva</u>
Contact Phone: <u>630.897.4651</u>	Contact Email: <u>cdesilva@fehrgraham.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Chris Desilva, PE

Title

Branch Manager

Date

10.25.2023

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



File #: FM-P-0087-23

Agenda Date: 11/7/2023

Agenda #: 19.G.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GEHRKE TECHNOLOGY GROUP, INC.
FOR PROFESSIONAL WATER TREATMENT AND MANAGEMENT SERVICES
FOR THE DUPAGE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(NOT TO EXCEED \$116,973.60)

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate, maintain, and keep in repair buildings necessary for County government, and to enter into agreements for the purposes of providing professional water treatment and management services, pursuant to Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1106; and

WHEREAS, pursuant to such authority the COUNTY operates multiple buildings at the DuPage County Governmental Campus, most of which buildings utilize treated water systems for its HVAC or other mechanical systems; and

WHEREAS, the COUNTY requires professional water treatment and management services for the County's treated water systems serving County-operated buildings located on the DuPage County Governmental Campus; and

WHEREAS, GEHRKE TECHNOLOGY GROUP INC. ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional water treatment and management services and is willing to perform the required services for an amount not to exceed one hundred sixteen thousand nine hundred seventy-three dollars and 60/100 cents (\$116,973.60); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/.01 *et seq.*, and Section 2-353 of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Gehrke Technology Group, Inc., is hereby accepted and approved in an amount not to exceed one hundred sixteen thousand nine hundred seventy-three dollars and 60/100 cents (\$116,973.60) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Gehrke Technology Group, Inc., 1050 N. Rand Rd, Wauconda, IL 60084, and to ASA Nicholas Alfonso, Civil Division / DuPage County State’s Attorney’s Office.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3463	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$116,973.60
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$116,973.60
	CURRENT TERM TOTAL COST: \$116,973.60	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Gehrke Technology Group, Inc.	VENDOR #: 39397	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Greg Gehrke	VENDOR CONTACT PHONE: 847-487-9110	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.gov
VENDOR CONTACT EMAIL: ggehrke@gehrketech.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 an Agreement between the County of DuPage, Illinois and Gehrke Technology Group, Inc., for professional water treatment consulting and management services, for Facilities Management, for the four-year period December 1, 2023 through November 30, 2027, for a contract total amount not to exceed \$116,973.60, Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1) (b).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished A contract service agreement is necessary for weekly on-site testing of the campus cooling towers, boilers, closed loop systems, and high temperature hot water systems, along with laboratory services to verify the water samples collected to determine the level of treatment needed in the water, the minerals in the water, and traces of metal in the system which could indicate corrosion. Water treatment consulting and regular laboratory analysis services ensures an effective, economical, and up to date approach to water treatment, as industry advancements become available.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. This contract has been vetted and approved through the Qualified Based Selection (QBS) process.
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 that a contract be awarded to Gehrke Technology Group, Inc. Gehrke Technology Group, Inc. possesses qualified and knowledgeable staff experienced in providing water treatment consulting and is familiar with thermal energy systems, the County's hydronic systems and the domestic water systems throughout the campus facilities. 2. Select another consultant to perform the water treatment consulting services. We do not recommend this as staff has not found another consultant with the experience of Gehrke Technology Group, Inc. 3. Perform the chemical treatment solely in house. We do not recommend this as the formulation of the chemicals is beyond our internal capabilities and it requires a chemist and highly technical laboratory equipment that we do not possess.

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: Gehrke Technology Group, Inc.	Vendor#: 39397	Dept: Facilities Management	Division:
Attn: Greg Gehrke	Email: ggehrke@gehrketech.com	Attn:	Email: FMAccountsPayable@dupagecount y.gov
Address: 1050 N. Rand Rd.	City: Wauconda	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60084	State: IL	Zip: 60187
Phone: 847-487-9110	Fax: 847-487-9026	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Gehrke Technology Group, Inc.	Vendor#: 39397	Dept: Facilities Management	Division: Power Plant
Attn:	Email:	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address: 1050 N. Rand Rd.	City: Wauconda	Address: 410 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60084	State: IL	Zip: 60187
Phone: 847-487-9110	Fax:	Phone: 630-407-5700	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2027
Contract Administrator (PO25): Cathie Figlewski			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Professional Water Treatment Services	FY24	1000	1100	53090		27,960.00	27,960.00
2	1	LO		Professional Water Treatment Services	FY25	1000	1100	53090		28,798.80	28,798.80
3	1	LO		Professional Water Treatment Services	FY26	1000	1100	53090		29,662.80	29,662.80
4	1	LO		Professional Water Treatment Services	FY27	1000	1100	53090		30,552.00	30,552.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 116,973.60

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Water Treatment Consulting & Management 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, Clara Gomez, & Katie Boffa
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 11/7/23 CB: 11/14/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND GERHRKE TECHNOLOGY GROUP, INC.
FOR PROFESSIONAL WATER TREATMENT AND MANAGEMENT SERVICES
FOR FACILITIES MANAGEMENT**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 14th day of November, 2023, 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 Gehrke Technology Group, Inc., licensed to do business in the State of Illinois, with offices at 1050 North Rand Road, Wauconda, IL 60084; (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 water treatment and management services for the County's treated water systems serving County-operated buildings located on the DuPage County Governmental Campus (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 water treatment and management services and is willing to perform the required services for an amount **not to exceed one hundred sixteen thousand nine hundred seventy-three dollars and 60/100 cents** \$116,973.60; 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 November 30, 2027,

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 \$116,973.60. 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 November 30, 2027, or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2027.
- 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:

Gehrke Technology Group, Inc.
1050 North Rand Road
Wauconda, IL 60084
ATTN: Greg Gehrke
Phone: 847.487.9110

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

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

For Phase I & II

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

For Phase III

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

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

26.0 QUALIFICATIONS

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

26.2 Reserved

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

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

(Remainder of page left intentionally blank)

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

COUNTY OF DUPAGE

Gehrke Technology Group, Inc.

Deborah A. Conroy, Chair
DuPage County Board

Greg Gehrke
President

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

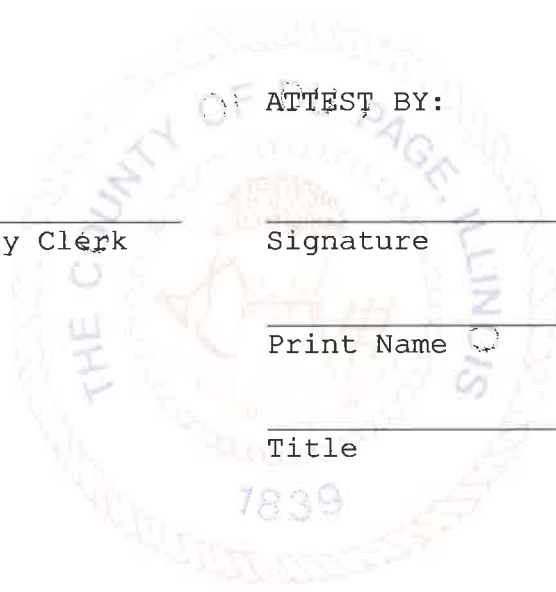


EXHIBIT A**SCOPE OF WORK**

1. Review weekly water treatment logs done by County personnel.
2. Weekly visits for on-site testing/service/inventory/review of water treatment operations.
 - A. Operational Systems to be tested/reviewed:
 - Cooling Towers
 - Steam Boilers
 - Closed Loops (test once per quarter as operational)
 - High Temperature Hot Water Loop
3. Run biological cultures weekly during season on cooling tower to tract and minimize the presence of water-borne pathogens.
4. Participate as a member on the Water Management Plan Team.
5. Summarize annual condition of all water-using systems.
 - A. Equipment inspections.
 - B. Management review with all designated personnel.
6. Provide guidelines for assessing corrosion.
 - A. Tower water corrosion coupons analyzed at 30/60-day intervals during season.
 - B. Integrate coupon analysis to include closed loop water systems.
7. Help manage inventory of chemicals.
8. Laboratory Analysis
 - A. Water analysis of all closed loops at least once/quarter.
 - B. Lab work water analysis of all treated systems as required.
 - C. Lab work deposit analysis as required.
9. Continue investigating ways to treat water systems more safely & economically as new technologies are developed for commercial use.
10. Provide advice and recommendations regarding building automation and plant systems.
11. Training
 - A. Set up training program for engineers to insure a consistent understanding of water treatment program.
 - B. Provide program manual and update control ranges as

needed.

12. Water Treatment Chemicals

- A. Assist the County in determining volume & types of water treatment products.
- B. Provide bulk delivery where applicable.
- C. Blend products for use at the County facility.
- D. Deliver to specified locations.
- E. Provide OSHA required Safety Data Sheets (SDS) for chemicals that are on property.
- F. Provide Drum recycling of GWS drums where possible.



EXHIBIT B**DELIVERABLES**

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

1. All water treatment chemicals for the cooling tower system will be tested & designed.
2. All water treatment chemicals for closed water loop systems will be tested & designed.
3. The blending of all the water treatment products at our plant.
4. Receive shipment of raw materials for blending into the water treatment formulae.
5. Water-Borne Management Plan for LD testing reviewed at start-up.
6. Two Legionella testing samples during the cooling season.
7. Descaler treatment for start-up.
8. All water treatment chemicals for the cooling tower end of season lay-up.
9. All test kits, meters, and reagents at the building.
10. "Hands-Free" Delivery System with Double Dike Storage Tanks, reviewed.
11. All chemical products delivered to point-of-use.
12. All delivery cost of products.
13. Removal of ALL GTG/GWS empty chemical pails/drums/containers.
14. Water Treatment Manual(s) and log sheet(s).
15. Weekly service visits to test and adjust the water treatment program.
16. Written Service Reports every visit with e-mail transmission.
17. Training of personnel, on-site.
18. Laboratory back-up analysis as required.
19. Corrosion monitoring as required.
20. Consulting available on all water related issues.
21. Interact with all parties & stakeholders to complete the initial start-up.
22. Annual Management Review.

EXHIBIT C

DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT
Consultant Employee Rate Listing

CONSULTANT: GEHRKE TECHNOLOGY GROUP, INC.

PROJECT: PROFESSIONAL WATER TREATMENT AND MANAGEMENT SERVICES

Water Treatment Testing Service Cost Summary

There is a 3% annual multiplier to control cost.

Service Agreement	Period Covered	Cost per year / (Monthly Invoice)	Total All Systems
Twelve Statements	12/1/23 to 11/30/24 (First year)	\$27,960.00 (\$2,330/month)	\$27,960.00/year
Twelve Statements	12/1/24 to 11/30/25 (Second year)	\$28,798.80 (\$2,399.90/month)	\$28,798.80/year
Twelve Statements	12/1/25 to 11/30/26 (Third year)	\$29,662.80 (\$2,471.90/month)	\$29,662.80/year
Twelve Statements	12/1/26 to 11/30/27 (Fourth year)	\$30,552.00 (\$2,546.00/month)	\$30,552.00/year
Total for Four Year period			\$116,973.60 4-year

Any extra Legionella Testing required, or cleaning will be off contract charges at the prevailing discounted customer rate.

Exhibit C Notes

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





Required Vendor Ethics Disclosure Statement

Date: 10-20-2023

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

Bid/Contract/PO #: _____

Company Name: Gehrke Technology Group, Inc.	Company Contact: Greg Gehrke
Contact Phone: 847-487-9110	Contact Email: ggehrke@gehrketech.com

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
Greg Gehrke	847-878-0716(cell)	ggehrke@gehrketech.com

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Greg Gehrke

Title President

Date October 20, 2023

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



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0046-23

Agenda Date: 11/7/2023

Agenda #: 19.D.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND TROTTER AND ASSOCIATES INC. FOR ON-CALL
PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER AND
WATER PERMIT REPORTING AT DUPAGE COUNTY OWNED FACILITIES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant permit compliance and renewal; and

WHEREAS, Trotter & Associates Inc. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00); and

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the Trotter and Associates Inc., 40W201 W. Wasco Rd, Ste D, St Charles, Illinois 60175, ATTN: Scott Trotter; Nicholas V. Alfonso, State's Attorney's Office.

Enacted and approved this 14th day of November 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$95,000.00
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Trotter and Associates Inc	VENDOR #: 12448	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Scott Trotter	VENDOR CONTACT PHONE: 630.587.0470	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Sean.Reese@dupageco.org
VENDOR CONTACT EMAIL: s.trotter@trotter-inc.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.). On-Call professional engineering services on an as-needed basis for wastewater treatment plant permit reporting from November 14, 2023 through November 30, 2025, in the amount of \$95,000.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This contract will be used on an as-needed basis to assist with compliance reporting requirements to the USEPA and IEPA.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. A request for a statement of interest from qualified firms was posted. We received 3 SOI's and completed a consultant evaluation to rank the firms. After review it was determined that Trotter and Associates Inc. was the top firm based on their experience with the services needed.
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) Contract approval with Trotter and Associates Inc. This is the recommended option. 2) Contract with an alternative firm. Not recommended due to staff review and the experience of Trotter and Associates Inc. 3) Do not award a contract. Not recommended due to the need for NPDES compliance.

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: Trotter and Associates Inc.	Vendor#:	Dept: DuPage County Public Works	Division: Public Works
Attn: Scott Trotter	Email: s.trotter@trotter-inc.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 40W201 Wasco Rd, Ste D	City: St Charles	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60175	State: Illinois	Zip: 60517
Phone: 630.587.0470	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Sandra Martinez/Amy Arlowe			

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		On-Call professional engineering services on an as-needed basis for wastewater treatment plant permit reporting from November 14, 2023 through November 30, 2023.	FY24	2000	2555	53010		50,000.00	50,000.00
2	1	EA			FY25	2000	2555	53010		45,000.00	45,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 95,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
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

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND TROTTER
AND ASSOCIATES INC. FOR ON-CALL PROFESSIONAL ENGINEERING
SERVICES FOR WASTEWATER & WATER PERMIT REPORTING AT DUPAGE
COUNTY OWNED FACILITIES

THIS AGREEMENT is made this 14th day of November, 2023, between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) TROTTER ASSOCIATES, INC., licensed to do business in the State of Illinois, with offices at 40w201 Wasco Road, suite D, St Charles, Il. (hereinafter referred to as the CONSULTANT).

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to operate and maintain sanitary sewer systems and potable water distribution systems (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001, et. seq.); and

WHEREAS, the Illinois State Constitution and Illinois General Assembly have authorized counties, including the County of DuPage (COUNTY), authority to perform various public functions, and to provide essential governmental services, for the benefit of its residents, property owners and businesses; and

WHEREAS, the Illinois General Assembly has further granted the County of DuPage ("COUNTY") authority to operate and maintain flood control, stormwater management, and drainage systems (*inter alia*, Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.); and

WHEREAS, in accordance with the above referenced authority, the COUNTY maintains and operates wastewater treatment facilities and water distribution systems; and

WHEREAS, the aforesaid systems periodically require on-call, as needed Professional Engineering Services related to their wastewater treatment plant permit compliance and renewal; and

WHEREAS, Trotter & Associates. (hereinafter the CONSULTANT) has experience and expertise performing wastewater treatment plant process control and infrastructure engineering and is willing to perform such services for the COUNTY for an amount not to exceed ninety-five thousand dollars and 00/100 (\$95,000.00); 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 a part thereof.

2.0 SCOPE OF SERVICES.

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 6.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Services. Any such changes, including any increase or decrease in Consultant's compensation, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its subcontractors provide services hereunder.

- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Superintendent of the Public Works Department, (hereinafter referred to as the "SUPERINTENDENT" in the form of a written notice to proceed following execution of the AGREEMENT by the County Board Chairman.
- 3.2 In addition to the Notice to Proceed, the SUPERINTENDENT or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS.

- 4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any subconsultant(s) to complete COUNTY-ordered technical or professional tasks or work.
- 4.2 The CONSULTANT shall supervise any subconsultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any subconsultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that he/she/they/it (the subconsultant) also meets the terms of Sections 8.0 and 13.0 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in County-related work.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is

not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Services, 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 November 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT.

6.0 COMPENSATION.

- 6.1 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.
- 6.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed Ninety-five Thousand Dollars and 00/100 (\$95,000.00). This amount is a "not to exceed" amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 6.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the actual hourly rates of CONSULTANT'S staff. The multiplier includes the CONSULTANT'S cost of overhead, profit and incidental costs. A chart listing the hourly rates for CONSULTANT'S staff, and approved subconsultant's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C."
- 6.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, postage/shipping, and other costs directly related to the specific reports and presentations as required by the

COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

6.4.a For all direct expenses more than \$25.00, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the COUNTY.

6.4.b CONSULTANT shall only include direct expenses as outlined in Exhibit "C".

6.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

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

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

6.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

6.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the

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

7.0 DELIVERABLES

- 7.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination, or when the SUPERINTENDENT directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

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 five hundred thousand dollars (\$500,000.00) 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) total; including limits of not

less than two million dollars (\$2,000,000) per occurrence, and one million dollars (\$1,000,000) excess liability in the annual aggregate injury/property damage combined single limit. **An Endorsement must also be provided naming the County of DuPage c/o Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000) for any one person and one million dollars (\$1,000,000) 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 Public Works Department, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and noncontributory basis.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000) per incident/three million dollars (\$3,000,000) aggregate during the term of this AGREEMENT. In addition, coverage shall be provided in the minimum amount of one million dollars (\$1,000,000) 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.

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 sixty (60) 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 affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 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, CONSULTANT'S insurance providers shall be 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 sixty (60) 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.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.b-d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: "The County of

DuPage, its officers and employees are named as additional insureds as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

- 8.6 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 exact same insurance coverage types, and in the same amounts, as required of the CONSULTANT at all times during which such subconsultants, or other persons, are engaged in PROJECT-related work. The CONSULTANT shall hold, and the COUNTY shall retain the right to obtain at any time, documentation of sub-consultants' insurance coverage.

9.0 INDEMNIFICATION.

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, and employees from and against all liability, claims, suits, demands, proceedings and actions, including reasonable 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 to the extent caused by the CONSULTANT'S negligent or willful misconduct, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, is the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

10.2 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' subconsultant(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 AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

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

11.0 BREACH OF CONTRACT

11.1 Either Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S

failure to maintain insurance in accordance with Section 8.0, above, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other 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 7.1., and shall include one (1) electronic copy of all documents in a format to be designated by the COUNTY'S representative.

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and subconsultant(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 subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and subconsultant(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 CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

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

14.2 The CONSULTANT acknowledges receipt of a copy of the COUNTY'S Purchasing Procedures and Guidelines Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes for scope of work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

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

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for works satisfactorily performed prior to termination, or expiration, and delivered in accord with Paragraph 7.1, 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, in which case termination shall be effective immediately upon receipt of notice.

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 deliverables tendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT.

- 17.1** This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2** There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3** This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4** In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.
- 18.0 ASSIGNMENT.**
- 18.1** Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
- 19.0 SEVERABILITY.**
- 19.1** In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2** In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.
- 20.0 GOVERNING LAW.**
- 20.1** The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2** The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

21.0 NOTICES.

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

Trotter Associates, Inc.
40w201 Wasco Rd Ste D
St Charles, Il 60175
ATTN: Scott Trotter, President

DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Nicholas W. Kottmeyer, Superintendent

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but

not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

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

24.2 RESERVED.

24.3 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.


24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.

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

County of DuPage

Trotter & Associates, Inc.

Deborah A. Conroy, Chair



Scott Trotter, P.E., BCEE

DuPage County Board

President

Jean Kaczmarek
DuPage County Clerk



Aaron Berry, P.E.
Project Manager



DuPage County Public Works
Professional Engineering Services for Wastewater Treatment Plant Permit Renewal
Exhibit A – Scope of Services

Consultant: Trotter and Associates, Inc.
Project: Wastewater Treatment Plant Permit Renewal

Scope of Services

Services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

A. PERMIT RENEWAL PHASE

1) General Engineering Services

- a. Hold a project kick-off meeting with DuPage County staff to confirm objectives and establish a work-plan.
- b. Perform site visits as necessary to determine the condition of existing infrastructure.
- c. Review all plant and system historical data and previous reports, facility plans, and project plans.
- d. Summarize the County's goals, challenges, concepts, requirements and objectives.
- e. Hold work sessions with County Staff as needed to review all documentation and reporting.
- f. Assist the County with any required responses to the Order on Consent as issued by the USEPA for the Nordic WWTP and Tributary Collection System.

2) Report Documentation

- a. Section No. 1 – General Background
 - i. Summarize historical information and reports, including any improvements that have been completed, are in progress, and are planned.
- b. Section No. 2 – Corrective Action Plan
 - i. Develop a site-specific plan to address effluent limitation violations as identified in USEPA Order on Consent. Identify and document steps already taken to address violations as required within the USEPA agreement.
 - ii. Perform site analysis with County staff to review operational strengths of the new facility, and document within the Corrective Action Plan.
- c. Section No. 3 – SSO Monitoring Report
 - i. Develop a plan to eliminate SSOs from the sanitary sewer collection system. Identify and document all changes that have occurred to date. Document and propose remote monitoring locations, and reporting upon implementation.
 - ii. Provide a written plan for SSO 24-hour reporting plan and documentation.
 - iii. Develop a SSO Elimination plan with specific projects and implementation of technology for monitoring.
 1. The plan shall include any potential repairs, WWTP improvements, etc. In addition, identification of implementation schedules and costs.

- d. Section No. 4 – Reporting & Bypassing
 - i. Document procedures and processes for Representative Sampling during Wet Weather events and effluent limit violations.
 - ii. Develop a bypass elimination plan for the WWTP and evaluate criteria to eliminate the potential for any bypasses of processes to occur.
 - e. Section No. 5 – Capacity, Management, Operations, and Maintenance Program (CMOM)
 - i. Develop a CMOM program Standard Operating Procedure (SOP) for the Nordic WWTP and tributary collection system which includes manhole inspections/observations, maintenance activities, and corrective actions.
 - ii. Integrate the Nordic WWTP and tributary collection system into the County’s existing CMOM program. Update the required sections as necessary to document the collection system and treatment facility, reporting methods, critical contacts, etc.
- 3) Status Reporting (Estimated – Eight Total Reports)
- i. Provide quarterly reporting to be submitted to the USEA (January 31st, April 30th, July 31st, and October 31st) documenting the following:
 - 1. A description of the actions that have been taken toward achieving compliance with this Order during the previous quarter including an assessment of the milestones due, whether they were met, and if not, actions taken or planned to meet the milestones, the timeline for meeting those milestones, and any impact on future milestones;
 - 2. an assessment of the effectiveness of such actions in preventing effluent violations and SSOs;
 - 3. a summary of all effluent violations and SSOs that occurred during the previous quarter; and
 - 4. an analysis of the cause of each such effluent violation or SSO.
- 4) Final Report and Certification
- a. Assist the County with the development of a final report to be submitted to the USEPA at the conclusion of the Order on Consent documentation, and reporting timelines. This report shall have:
 - i. A description of the actions that have been taken toward achieving compliance with this Order during the previous quarter including an assessment of the milestones due, whether they were met, and if not, actions taken or planned to meet the milestones, the timeline for meeting those milestones, and any impact on future milestones;
 - ii. an assessment of the effectiveness of such actions in preventing effluent violations and SSOs;
 - iii. a summary of all effluent violations and SSOs that occurred during the previous quarter; and (d) an analysis of the cause of each such effluent violation or SSO.
- 5) IEPA & USEPA Coordination
- a. Provide assistance to the County in regards to IEPA & USEPA permitting compliance and low-interest loan coordination. Permitting assistance may be in regards to compliance with the existing NPDES permits, and/or future NPDES permit modifications. Loan assistance can consist of procurement/management support and documentation.



DuPage County Public Works
Professional Engineering Services For Wastewater Treatment Plant Permit Renewal
Exhibit B – Deliverables

Consultant: Trotter and Associates, Inc.
Project: Wastewater Treatment Plant Permit Renewal

Trotter and Associates will provide the following deliverables for the above referenced project:

A. Corrective Action Plan/SSO Monitoring Report/SSO Elimination Plan/ CMOM Program

- 1) Two (2) hard copies of the final documentation/report will be provided as part of the Project.
- 2) Trotter and Associates, Inc. will provide electronic copies of the final reporting and documentation in PDF format to the County, including all appendices and calculations. If requested, TAI will also provide any calculations and exhibit documents in excel (.xls), and ESRI ArcGIS (.shp) formats.

B. Quarterly Status Reports (Est. Eight Total)

- 1) Two (2) hard copies of the final documentation/report will be provided as part of the Project.
- 2) Trotter and Associates, Inc. will provide electronic copies of the final reporting and documentation in PDF format to the County, including all appendices and calculations. If requested, TAI will also provide any calculations and exhibit documents in excel (.xls), and ESRI ArcGIS (.shp) formats.

C. Final Report and Certification

- 1) Two (2) hard copies of the final documentation/report will be provided as part of the Project.
- 2) Trotter and Associates, Inc. will provide electronic copies of the final reporting and documentation in PDF format to the County, including all appendices and calculations. If requested, TAI will also provide any calculations and exhibit documents in excel (.xls), and ESRI ArcGIS (.shp) formats.



DuPage County Public Works
Professional Engineering Services For Wastewater Treatment Plant Permit Renewal
Exhibit C – Cost Data and Rates

Consultant: Trotter and Associates, Inc.
 Project: Water and Wastewater Treatment Facilities and Systems
 Project Multiplier: 2.8
 Contract Not-to-Exceed: \$95,000

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$114.00	\$132.30	
Engineer Level VIII	\$90.00	\$111.30	
Engineer Level VII	\$72.00	\$92.40	
Engineer Level VI	\$64.00	\$84.00	
Engineer Level V	\$60.00	\$77.70	
Engineer Level IV	\$48.00	\$60.90	
Engineer Level III	\$44.00	\$54.60	
Engineer Level II	\$42.00	\$50.40	
Engineer Level I	\$34.00	\$42.00	
Engineering Intern	\$18.00	\$31.50	
Principal Architect	\$104.00	\$121.80	
Architect Level VIII	\$86.00	\$111.30	
Architect Level VII	\$74.00	\$92.40	
Architect Level VI	\$64.00	\$84.00	
Architect Level V	\$70.00	\$84.00	
Architect Level IV	\$62.00	\$75.60	
Architect Level III	\$48.00	\$67.20	
Architect Level II	\$42.00	\$54.60	
Architect Level I	\$34.00	\$42.00	
Architect Intern	\$18.00	\$31.50	
Senior Technician	\$62.00	\$73.50	
Technician Level IV	\$50.00	\$69.30	
Technician Level III	\$38.00	\$54.60	
Technician Level II	\$36.00	\$52.50	
Technician Level I	\$24.00	\$37.80	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
GIS Specialist III	\$52.00	\$66.15	
GIS Specialist II	\$36.00	\$55.65	
GIS Specialist I	\$20.00	\$39.90	
Project Coordinator III	\$44.00	\$56.70	
Project Coordinator II	\$40.00	\$48.30	
Project Coordinator I	\$32.00	\$44.10	
Clerical Level III	\$32.00	\$52.50	
Clerical Level II	\$26.00	\$42.00	
Clerical Level I	\$20.00	\$35.70	
Professional Land Surveyor	\$82.00	\$99.75	
Survey Crew Chief	\$45.00	\$60.90	
Survey Technician Level II	\$28.00	\$44.10	
Survey Technician Level I	\$20.00	\$35.70	
Department Director	\$75.00	\$117.60	

Exhibit C Notes

1. Direct Expenses and subcontractor expenses will be billed without markup, and copies of said expenses will be provided with all invoicing.
2. Mileage Expenses are unallowable.
3. Pursuant to the Professional Services Agreement Salary Rate Increases will be permitted on an annual basis.

Signature of Consultant Authorized Agent: _____



Date: October 25th, 2023

Approved by County: _____

Date: _____



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: 10/25/2023

Bid/Contract/PO #: _____

Company Name: Trotter and Associates, Inc.	Company Contact: Scott Trotter, P.E., BCEE
Contact Phone: 630.587.0470	Contact Email: s.trotter@trotter-inc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Scott Trotter, P.E., BCEE

Title

President

Date

10/25/2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 of 0 (total number of pages)