



DU PAGE COUNTY

Public Works Committee

Regular Meeting Agenda

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

Tuesday, August 20, 2024

9:00 AM

Room 3500B

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CHAIRWOMAN'S REMARKS - CHAIR GARCIA**
4. **PUBLIC COMMENT**
5. **APPROVAL OF MINUTES**
 - 5.A. [24-2225](#)
Public Works Committee Minutes - Regular Meeting - Tuesday, August 6, 2024
6. **CLAIMS REPORT**
 - 6.A. [24-2226](#)
Payment of Claims - Public Works and Facilities Management
7. **BID AWARD**
 - 7.A. [PW-P-0018-24](#)
Recommendation for the approval of a contract to Mid-American Water, to furnish and deliver valve and hydrant replacement parts and kits, for the period of August 27, 2024 through August 26, 2025, for a total contract amount not to exceed \$60,000; per lowest responsible bid #24-085-PW.
 - 7.B. [PW-P-0019-24](#)
Recommendation for the approval of a contract to Vissering Construction Company, for construction of the Septage Receiving Tank for the Septage Receiving Station, for Public Works, for the period of August 27, 2024 to August 26, 2025, for a total contract amount not to exceed \$679,853.90; per lowest responsible bid #24-087-PW.
 - 7.C. [FM-P-0033-24](#)
Recommendation for the approval of a contract to Martinez Retail Management, Inc. d/b/a All Window Cleaning Services, to provide window washing services for County facilities, for Facilities Management, for the two-year period of August 28, 2024 through August 27, 2026, for a total contract amount not to exceed \$46,700; per lowest responsible bid #24-059-FM. (\$38,175 for Facilities Management, \$800 for Animal Services, \$6,300 for Care Center, and \$1,425 for the Division of Transportation.)

7.D. [FM-P-0034-24](#)

Recommendation for the approval of a contract to L. Marshall, Inc., to install safety improvements on the roof of the 505 building, for Facilities Management, for the period August 27, 2024 through August 26, 2025, for a contract total amount not to exceed \$196,650, per lowest responsible bid #24-073-FM.

8. PROFESSIONAL SERVICES AGREEMENT

8.A. [FM-P-0035-24](#)

Recommendation for the approval of an Agreement between the County of DuPage, Illinois, and V3 Companies, Ltd., to provide additional Professional Stormwater Engineering Services and engineering design for flood-proofing the East and West sides of the County Campus, for Facilities Management, for the period of August 27, 2024 through November 30, 2026, for a total contract amount not to exceed \$394,160. 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. (Partial ARPA)

9. CONTRACT INCREASE

9.A. [PW-CO-0004-24](#)

Amendment to County Contract #5312-0001 SERV issued to ComEd, for delivery of electricity to all Public Works Facilities, for Public Works, for a change order to increase the contract in the amount of \$10,000, taking the original contract amount of \$1,468,000 and resulting in an amended contract amount not to exceed \$1,478,000, an increase of 0.68%.

9.B. [PW-CO-0005-24](#)

Amendment to County Contract #5482-0001 SERV issued to LAI Ltd., to procure DeZurik Valves that have reached end of life at the Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for a change order to increase the contract in the amount of \$20,000, taking the original contract amount of \$82,000 and resulting in an amended contract amount not to exceed \$102,000, an increase of 24.39%.

10. SOLE SOURCE

10.A. [24-2227](#)

Recommendation for the approval of a contract to Dornier Company, to furnish and deliver a 10" Cla-Val Model 90-01, for Public Works, for the period of August 27, 2024 to November 30, 2024, for a total contract amount not to exceed \$25,000, per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source – Direct replacement of parts and service for Public Works Water Lines.)

11. JOINT PURCHASING AGREEMENT11.A. [PW-P-0020-24](#)

Recommendation for the approval of a contract to Insituform Technologies, Inc., for Sand Blasting, Priming, and Spray Rehabilitating the Emerald Lift Station, for Public Works, for the period of August 27, 2024 through June 30, 2025, for a total contract amount not to exceed \$172,110. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Contract #23-065-PW).

12. ACTION ITEMS12.A. [FM-R-0003-24](#)

Recommendation for the approval of an Agreement between the County of DuPage, Illinois, and DuPage Senior Citizens Council for lease of space at 420 North County Farm Rd, Wheaton, IL 60187, for Facilities Management, for a (48) forty-eight-month period from January 1, 2025, through December 31, 2028, for an annual amount not to exceed \$1,000. The total rental fee to be collected over the term of the lease shall be \$4,000.

13. OLD BUSINESS**14. NEW BUSINESS****15. ADJOURNMENT**



Minutes

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

File #: 24-2225

Agenda Date: 8/20/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, August 6, 2024

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 Rutledge, Member Chaplin and Member Childress

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

Chair Garcia reminded the committee of the joint ribbon cutting event for the DuPage County Nordic Wastewater Treatment Plant and the groundbreaking of the Itasca Ray Franzen Bird Sanctuary Trail on this afternoon in Itasca.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2065](#)

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

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Jim Zay

6. BUDGET TRANSFERS

6.A. [24-2066](#)

Public Works – Transfer of funds from account no. 2000-2555-54030 (Sewer/Water Treatment Plant Construction) to account no. 2000-2555-54070 (Waste Water System Infrastructure) for Wastewater System Infrastructure for a sewer lining project in the amount of \$300,000.

RESULT:	APPROVED
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MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7. CONSENT ITEMS

7.A. [24-2067](#)

FM – AMS Mechanical Systems, Inc. 6468-0001 SERV – This contract is decreasing in the amount of \$14,091.20 and closing due to project completion.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Jim Zay

7.B. [24-2068](#)

FM – Dynamic Industrial Services, Inc. 6421-0001 SERV - This contract is decreasing in the amount of \$20,332 and closing due to project completion.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

7.C. [24-2069](#)

PW - Currie Motors Frankfort, Inc., PO #5791-0001 SERV - This Purchase Order is decreasing in the amount of \$103,576 and closing due to undelivered vehicles as a result of the global supply chain disruption.

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

8. CLAIMS REPORT

8.A. [24-2070](#)

Payment of Claims - Public Works and Facilities Management

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

9. PROFESSIONAL SERVICES AGREEMENT

9.A. [FM-P-0031-24](#)

Recommendation for the approval of a contract to Wight Construction Services, Inc., to provide Professional Construction Manager as Advisor Services, for the JTK Administration Building HVAC Replacement project, for Facilities Management, for the period August 13, 2024 through December 31, 2026, for a total contract amount not to exceed \$1,588,928. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/.01 et seq. (PARTIAL ARPA ITEM)

Committee members and Deputy Director of Facilities Management Tim Harbaugh discussed the timeline for the HVAC replacement project at the 421 Building.

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

10. BID AWARD

10.A. [PW-P-0016-24](#)

Recommendation for the approval of a contract to Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the Public Works emergency generators at Woodridge Greene Valley Wastewater Treatment Plant, Knollwood Wastewater Treatment Plant and Nordic Wastewater Treatment Plant, for the period of August 13, 2024 to August 12, 2026, for a total contract amount not to exceed \$100,000; per lowest responsible bid #24-074-FM.

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

10.B. [24-2071](#)

Recommendation for the approval of a contract to Mohr Oil Company, to furnish and deliver non-highway use #1 and #2 red dyed diesel fuel for the campus emergency generators, as needed, for Facilities Management, for the two-year period of August 7, 2024 through August 6, 2026, for a total contract amount not to exceed \$20,000, per low quote #24-074-FM.

RESULT: APPROVED
MOVER: Paula Garcia
SECONDER: Dawn DeSart

11. BID RENEWAL

11.A. [FM-P-0032-24](#)

Recommendation for the approval of a contract to Air Filter Solutions LLC, to furnish and deliver air filters, as needed, for County facilities, for Facilities Management, for the period of September 27, 2024 through September 26, 2025, for a total contract amount not to exceed \$138,100, per renewal option under bid award #23-053-FM. (\$130,000 for Facilities Management, \$4,000 for Animal Services, \$1,100 for Division of Transportation, and \$3,000 for Health Department). First of three options to renew.

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

12. SOLE SOURCE

12.A. [PW-P-0017-24](#)

Recommendation for the approval of a contract to LAI Ltd., for the purchase of DeZurick, Inc., APCO, Inc., Hilton Brand, and Red Valve representation repair parts, as well as Rotork valve actuators and repair parts, for the Woodridge Greene Valley Wastewater Treatment Facility, Knollwood Wastewater Treatment Facility, and Nordic Wastewater Treatment Facility, for Public Works, for the period of August 13, 2024 to August 12, 2028, for a total contract amount not to exceed \$200,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source – Direct replacement of parts and service for valves and actuators.)

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

13. ORDINANCE UPDATE

13.A. [PW-O-0004-24](#)

Acceptance of the Substantive and Technical changes to Chapter 36 of the DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance.

Director of Public Works Nick Kottmeyer informed the committee that this Ordinance update is very robust due to new standards with the IEPA. He thanked Public Works chemist Mary Dressel for all of her hard work on ensuring that our Ordinance is updated according to all of the new standards.

RESULT: APPROVED AND SENT TO FINANCE

MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

14. PRESENTATION

14.A. FY25 Public Works and Facilities Management Operating Budgets

A joint presentation from the Public Works and Facilities Management department was given outlining their FY25 Operating Budgets. To begin, Public Works Financial Administrator Stan Spera provided the committee with a summary of the proposed Revenue budget, a summary of the proposed budget for Public Works expenditures, and Public Works Operations and Maintenance expenditures. He went over the Debt Coverage Ratios and highlighted the IEPA loans that the department received and the low interest rate for each.

Director Kottmeyer began the Facilities Management portion of the presentation by recommending a department reorganization, which would include the Environmental division moving from the umbrella of the Building and Zoning department to being a part of the Facilities Management department. Deputy Director of Facilities Management Tim Harbaugh presented the committee with an overview of the Grounds budgeted revenue and expenses. Environmental and Sustainability Program Manager Joy Hinz then provided a summary of the proposed Environmental division revenue and operating budget. Mr. Harbaugh wrapped up the presentation by providing a review of Facilities revenue, operating expenses, and an explanation for budget variances.

Mr. Spera and Mr. Harbaugh answered any questions from committee members.

15. OLD BUSINESS

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned.



Payment of Claims

421 N. COUNTY FARM
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File #: 24-2226

Agenda Date: 8/20/2024

Agenda #: 6.A.

**Public Works
Schedule of Claims
8/20/2024**

Pay Vendor Name	Description	Check Date	Amount
AEP ENERGY	Electric supply	8/2/2024	\$26,049.38
ALLEGRA MARKETING PRINT MAIL	Door hangers	8/2/2024	\$299.83
AMERICAN WATER WORKS ASSN	Membership dues	8/2/2024	\$394.00
AT&T	Phone service	8/2/2024	\$1,398.20
CITY OF WHEATON	Meter reads	8/2/2024	\$526.70
COMCAST	Internet	8/2/2024	\$248.85
DUPAGE TOPSOIL INC.	Dirt	8/2/2024	\$1,820.00
EMECOLE METRO, LLC	Grout	8/2/2024	\$998.00
FEDEX	Shipping	8/2/2024	\$265.87
FOX VALLEY FIRE & SAFETY	Fire sprinkler test	8/2/2024	\$1,300.00
HAWKINS INC	Chlorine cylinder rental	8/2/2024	\$40.00
IL ENVIRONMENTAL PROTECTION	Loan principal/interest	8/2/2024	\$142,412.06
L.A. FASTENERS, INC	Autoshop supplies	8/2/2024	\$794.89
MCNAMARA, NEIL & JENNY	Customer overpaid	8/2/2024	\$316.43
NAPCO STEEL INC.	Hot rolled plates	8/2/2024	\$1,895.00
NICOR GAS	Gas	8/2/2024	\$139.79
ODP BUSINESS SOLUTIONS, LLC	Office supplies	8/2/2024	\$85.69
ON-LINE COMPRESSOR INC	Service for GA-15	8/2/2024	\$558.50
PARKSON CORPORATION	Barscreen	8/2/2024	\$11,015.29
RILCO INC	Shell morlina S4B460	8/2/2024	\$2,198.00
TERRACE SUPPLY CO	Gas Cylinder Rental	8/2/2024	\$173.85
THE HARVEY LEVY LIVING TRUST	Refund Overpayment	8/2/2024	\$9.00
VIDITO TREE EXPERTS INC	Tree removal	8/2/2024	\$3,375.00
AMAZON CAPITAL SERVICES	Vacuums, filters	8/6/2024	\$709.10
AT&T	Phone service	8/6/2024	\$54.70
BAKER TILLY US, LLP	Audit	8/6/2024	\$4,571.25
COM ED	Electricity	8/6/2024	\$34,246.28
COMCAST	Internet	8/6/2024	\$727.07
FLEET SAFETY SUPPLY	Hardware kit	8/6/2024	\$1,032.81
HARRINGTON INDUSTRIAL PLASTICS	Pipes	8/6/2024	\$1,680.91
ILLINOIS SECTION AMERICAN	Class	8/6/2024	\$488.00
LMK TECHNOLOGIES	Training	8/6/2024	\$14,804.49
MID AMERICAN WATER INC	Fire hydrants	8/6/2024	\$19,703.68
MINNICK SERVICES OF ILLINOIS	Manhole and cover	8/6/2024	\$2,570.96
NICOR GAS	Gas	8/6/2024	\$387.21
ODP BUSINESS SOLUTIONS, LLC	Office supplies	8/6/2024	\$107.10
PEREGRINE CORPORATION	Utility Billing	8/6/2024	\$1,930.54
REVERE ELECTRIC SUPPLY	Class	8/6/2024	\$2,962.00
UNIVAR USA INC	Sodium bisulfite	8/6/2024	\$4,242.72
VILLAGE OF WOODRIDGE	Water service	8/6/2024	\$1,661.04
AL WARREN OIL CO INC	Fuel	8/9/2024	\$22,812.16
ANSWER NATIONAL	Telemessaging	8/9/2024	\$302.01
AT&T	Phone service	8/9/2024	\$57.77
COM ED	Electricity	8/9/2024	\$44,069.63
DUPAGE WATER COMMISSION	Operations & Maintenance	8/9/2024	\$92,644.74
ETP LABS INC	Coliform Samples	8/9/2024	\$944.00

**Public Works
Schedule of Claims
8/20/2024**

Pay Vendor Name	Description	Check Date	Amount
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	8/9/2024	\$738.92
HOME DEPOT CREDIT SERVICES	Supplies	8/9/2024	\$2,379.80
INDUSTRIAL ELECTRIC SUPPLY	Pipe	8/9/2024	\$126.37
KOTTMEYER, NICHOLAS	ASFPM membership	8/9/2024	\$50.00
LMK TECHNOLOGIES	Resin	8/9/2024	\$12,583.17
NEUCO INC	Pressure switch	8/9/2024	\$53.29
PEREGRINE CORPORATION	Utility Billing	8/9/2024	\$461.37
SDG MARKET MEADOWS LLC	Refund for payment	8/9/2024	\$1,162.08
SHEFFIELD SUPPLY & EQUIPMENT, SPERA, STANLEY J.	Harness, gloves, hooks	8/9/2024	\$1,426.50
STEWART SPREADING INC	License and membership	8/9/2024	\$440.00
STEWARD SPREADING INC	Biosolid disposal	8/9/2024	\$25,712.50
VILLAGE OF GLEN ELLYN	Sewer Fee Reimbursement	8/9/2024	\$101,261.47
VULCAN CONSTRUCTION MATERIALS	Stone	8/9/2024	\$1,316.65
AMS GLOBAL PRODUCTS INC	Poly-Air 6" Carbon filter	8/13/2024	\$484.95
CITY OF NAPERVILLE	Meter reads	8/13/2024	\$336.50
CUSTOM CONNECTION INC	Service	8/13/2024	\$791.98
DAY, CHRIS	License and membership	8/13/2024	\$470.00
GRAYBAR	Starter	8/13/2024	\$6,717.13
GROOT, INC	Waste/Recycling Removal	8/13/2024	\$6,255.75
K-FIVE CONSTRUCTION CORP	Asphalt	8/13/2024	\$200.00
MID AMERICAN WATER INC	Fire hydrants	8/13/2024	\$20,022.12
NCL OF WISCONSIN INC	Lab supplies	8/13/2024	\$496.15
NEENAH FOUNDRY COMPANY	Lids	8/13/2024	\$600.00
NICOR GAS	Gas	8/13/2024	\$108.62
ODP BUSINESS SOLUTIONS, LLC	Office Supplies	8/13/2024	\$10.48
PATRICK ENGINEERING	Customer overpaid	8/13/2024	\$11.25
REDWING BUSINESS ADVANTAGE	Safety shoes	8/13/2024	\$200.00
SUBURBAN DOOR CHECK & LOCK SVC	Keys	8/13/2024	\$11.20
WATER SERVICES COMPANY	Leak detection	8/13/2024	\$500.00
WM F MEYER CO	Cartridges	8/13/2024	\$83.42
	Total		\$634,036.17

Facilities Management Department

Schedule of Purchases Under \$15,000

August 20, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
22592	Brightly Software, Inc.	Subscription IT Arrangements	1000	1100	53807	\$5,218.17
24046	Airgas USA, LLC	Rental Of Machinery & Equipment	1000	1100	53410	\$350.55
24236	DPC Division of Transportation	Fuel & Lubricants and Repair & Maintenance Auto Equipment	1000	1102	52260 53380	\$10,682.05
24331	Demco, Inc,	Building Improvements	6000	1220	54010	\$12,900.00
24333	Russo Power Equipment	Auto/Mach/Equip Parts	1000	1102	52250	\$97.98
24334	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$135.32
24335	Smiths Detection	Repair & Maintenance Other Equipment	1000	1100	53370	\$1,091.00
24336	CDW Government	Building Improvements	6000	1220	54010	\$1,125.24
24337	Camfil USA, Inc. dba DP Systems	Maintenance Supplies	1000	1100	52270	\$139.36
24338	Eaton	Repair & Maintenance Facilities	1000	1100	53300	\$2,888.00
24339	Illinois Office of the State Fire Marshal	Repair & Maintenance Facilities	1000	1100	53300	\$70.00
24341	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$23.18
24342	Creative Technologies	Repair & Maintenance Other Equipment	1000	1100	53370	\$247.50
24343	Batteries Plus Bulbs (Facil Investments)	Operating Supplies & Materials	1000	1100	52200	\$70.20
24344	Genuine Parts Co. (NAPA Auto Parts)	Auto/Mach/Equip Parts	1000	1102	52250	\$61.95
24345	Tree Towns Imaging & Color Graphics	Printing	1000	1100	53800	\$113.00
24346	McMaster-Carr	Auto/Mach/Equip Parts and Cleaning Supplies	1000	1100	52250 52280	\$108.33
24347	Radwell	Maintenance Supplies	1000	1100	52270	\$478.14
24349	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$800.76
24351	Sundberg America	Furn/Mach/Equip Small Value and Auto/Mach/Equip Parts	1000	1100	52000 52250	\$61.07

Facilities Management Department

Schedule of Other Payments

August 20, 2024

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6937-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$2,055.00
6642-0001 SERV	Air Filter Solutions, LLC	Maintenance Supplies	1000	1100	52270	\$4,698.84
7136-0001 SERV	Allied Valve, Inc.	Repair & Maintenance Other Equipment	1000	1100	53370	\$17,504.00
6778-0001 SERV	Amazon.com LLC	Furn/Mach/Equip Small Value, Operating Supplies & Materials and Maintenance Supplies	1000	1100	52000 52200 52270	\$842.67
6532-0001 SERV	Ashland Door Solutions	Repair & Maintenance Facilities	1000	1100	53300	\$560.50
6678-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$577.24
7028-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$1,917.00
4094-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$5,590.50
6906-0001 SERV	Chem-Wise Ecological Pest Management Services, Inc.	Custodial Services	1000	1100	53810	\$958.00
5410-0001 SERV	City of Wheaton	Water & Sewer	1000	1100	53220	\$59,395.66
7088-0001 SERV	City of Wheaton	Repair & Maintenance Facilities	1000	1100	53300	\$4,335.00
5423-0001 SERV	ComEd	Electricity	1000	1100	53210	\$1,213.38
7057-0001 SERV	Donnelly & Associates, Inc.	Other Professional Services	1000	1100	53090	\$12,800.00
6837-0001 SERV	Donohue & Associates, Inc.	Building Improvements	6000	1220	54010	\$3,907.50
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	1000	1100	53300	\$1,450.00
6918-0001 SERV	Gehrke Technology Group, Inc.	Chemical Supplies	1000	1100	52330	\$25,757.00
6753-0001 SERV	Gehrke Technology Group, Inc.	Other Professional Services	1000	1100	53090	\$2,330.00
6793-0001 SERV	GenServe LLC	Repair & Maintenance Facilities	1000	1100	53300	\$4,659.20
6816-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Auto/Mach/Equip Parts, Fuel & Lubricants, Maintenance Supplies and Cleaning Supplies	1000	1100	52000 52200 52250 52260 52270 52280	\$3,656.02
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	1000	1100	52270	\$7,206.44
5827-0001 SERV	Groot, Inc.	Custodial Services	1000	1100	53810	\$102.18
7036-0001 SERV	Groot, Inc.	Custodial Services	1000	1100	53810	\$104.22
6978-0001 SERV	Hammer Construction, LLC	Building Improvements	6000	1220	54010	\$148,471.88
7099-0001 SERV	HD Supply, Inc. DBA HD Supply Facilities Maintenance, LTD.	Furn/Mach/Equip Small Value and Cleaning Supplies	1000	1100	52000 52280	\$2,141.89
6904-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$625.00
5900-0001 SERV	Kone, Inc.	Repair & Maintenance Infrastructure	1000	1100	53310	\$28,614.49
6042-0001 SERV	Lamp Incorporated	Building Improvements	6000	1220	54010	\$4,463.00
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$1,273.44
6795-0001 SERV	ODP Business Solutions LLC	Operating Supplies & Materials	1000	1100	52200	\$37.80
6803-0001 SERV	PPG Architectural Finishes, Inc.	Maintenance Supplies	1000	1100	52270	\$65.23
6889-0001 SERV	Royal Pipe & Supply Company	Furn/Mach/Equip Small Value and Maintenance Supplies	1000	1100	52000 52270	\$3,127.78

Facilities Management Department

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6472-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Lease of Buildings	1000	1100	54000-0700	\$25,028.69
6191-0001 SERV	V3 Companies, Ltd.	Building Improvements	6000	1220	54010	\$9,379.58
6724-0001 SERV	Valdes Supply	Cleaning Supplies	1000	1100	52280	\$9,941.76
5972-0001 SERV	Village of Glendale Heights	Lease of Buildings	1000	1100	54000-0700	\$6,532.46
5425-0001 SERV	Village of Winfield	Water & Sewer	1000	1100	53220	\$64.02
5403-0001 SERV	Wheaton Sanitary	Water & Sewer	1000	1100	53220	\$43,180.59
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$98,094.47



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0018-24

Agenda Date: 8/20/2024

Agenda #: 7.A.

AWARDING RESOLUTION
ISSUED TO MID-AMERICAN WATER
FOR VALVE AND HYDRANT REPLACEMENT PARTS AND KITS
FOR PUBLIC WORKS FACILITIES
(CONTRACT TOTAL AMOUNT: \$60,000)

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

WHEREAS, the Public Works Committee recommends County Board approval to furnish and deliver valve and hydrant replacement parts and kits, for Public Works, for the period of August 27, 2024 to August 26, 2025; and

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, to furnish and deliver valve and hydrant replacement parts and kits, for Public Works, for the period of August 27, 2024 to August 26, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to Mid-American Water, 1500 Mountain Street, Aurora, Illinois 60502, for a total contract amount not to exceed \$60,000, per lowest responsible bid #24-085-PW.

Enacted and approved this August 27th, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 24-085-PW	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$240,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Mid-American Water	VENDOR #: 11215	DEPT: Public Works	DEPT CONTACT NAME: Dwane Kozak
VENDOR CONTACT: Eric Lowe	VENDOR CONTACT PHONE: 847-345-7388	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: dwane.kozak@dupagecounty.gov
VENDOR CONTACT EMAIL: ericlowe@midamericanwater.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver valve and hydrant replacement parts on an as needed basis for DuPage County Public Works per Bid 24-085-PW not to exceed \$60,000.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Valve and Hydrant repair parts, such as gate valves, solid sleeves, complete valve boxes, waterous hydrant repair kits, etc. are needed for the DuPage County Public Works Underground Maintenance Department to repair existing water valves and fire hydrants in the instance of damage or ware due to the elements.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Mid-American Water	Vendor#: 11215	Dept: Public Works	Division: Public Works
Attn: Eric Lowe	Email: ericlowe@midamericanwater.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 1500 Mountain St	City: Aurora	Address: 7900 S Rt 53	City: Woodridge
State: Illinois	Zip: 60502	State: Illinois	Zip: 60517
Phone: 847-345-7388	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#:	Dept: Same as Above	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 27, 2024	Contract End Date (PO25): Aug 26, 2025
Contract Administrator (PO25): Drew Cormican/Sandra Martinez			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Furnish and deliver valve and hydrant replacement parts on an as needed basis for DCPW per Bid 24-085-PW not to exceed \$60,000.00	FY24	2000	2555	52250		10,000.00	10,000.00
2	1	EA		Furnish and deliver valve and hydrant replacement parts on an as needed basis for DCPW per Bid 24-085-PW not to exceed \$60,000.00	FY24	2000	2640	52250		10,000.00	10,000.00
3	1	EA		Furnish and deliver valve and hydrant replacement parts on an as needed basis for DCPW per Bid 24-085-PW not to exceed \$60,000.00	FY25	2000	2555	52250		20,000.00	20,000.00
4	1	EA		Furnish and deliver valve and hydrant replacement parts on an as needed basis for DCPW per Bid 24-085-PW not to exceed \$60,000.00	FY25	2000	2640	52250		20,000.00	20,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 60,000.00

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

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



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
VALVES & HYDRANT PARTS, KITS, SUPPLIES FOR PUBLIC WORKS 24-085-PW
BID TABULATION**



NO.	ITEM	QTY	Mid-American Water, Inc.		Core & Main, LP		Water Products Company	
			PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Complete 4" RW Gate Valve w/ Mechanical Joints Ends	1	\$ 774.70	\$ 774.70	\$ 858.00	\$ 858.00	\$ 850.00	\$ 850.00
2	Complete 6" RW Gate Valve w/ Mechanical Joints Ends	1	\$ 992.25	\$ 992.25	\$ 1,095.00	\$ 1,095.00	\$ 1,083.00	\$ 1,083.00
3	Complete 8" RW Gate Valve w/ Mechanical Joints Ends	1	\$ 1,578.90	\$ 1,578.90	\$ 1,723.00	\$ 1,723.00	\$ 1,705.00	\$ 1,705.00
4	Complete 10" RW Gate Valve w/ Mechanical Joints Ends	1	\$ 2,461.41	\$ 2,461.41	\$ 2,673.00	\$ 2,673.00	\$ 2,649.00	\$ 2,649.00
5	Complete 12" RW Gate Valve w/ Mechanical Joints Ends	1	\$ 3,165.40	\$ 3,165.40	\$ 3,397.50	\$ 3,397.50	\$ 3,367.00	\$ 3,367.00
6	Complete 16" RW Gate Valve w/ Mechanical Joints Ends	1	\$ 9,384.77	\$ 9,384.77	\$ 9,199.50	\$ 9,199.50	\$ 9,930.00	\$ 9,930.00
7	4" Solid Sleeves w/ Mega Lug Accessories	1	\$ 126.48	\$ 126.48	\$ 162.00	\$ 162.00	\$ 167.00	\$ 167.00
8	6" Solid Sleeves w/ Mega Lug Accessories	1	\$ 200.59	\$ 200.59	\$ 227.00	\$ 227.00	\$ 230.00	\$ 230.00
9	8" Solid Sleeves w/ Mega Lug Accessories	1	\$ 251.16	\$ 251.16	\$ 300.00	\$ 300.00	\$ 305.00	\$ 305.00
10	10" Solid Sleeves w/ Mega Lug Accessories	1	\$ 372.76	\$ 372.76	\$ 441.50	\$ 441.50	\$ 451.00	\$ 451.00
11	12" Solid Sleeves w/ Mega Lug Accessories	1	\$ 469.60	\$ 469.60	\$ 597.00	\$ 597.00	\$ 612.00	\$ 612.00



NO.	ITEM	QTY	Mid-American Water, Inc.		Core & Main, LP		Water Products Company	
			PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
12	16" Solid Sleeves w/ Mega Lug Accessories	1	\$ 1,092.92	\$ 1,092.92	\$ 1,332.00	\$ 1,332.00	\$ 1,350.00	\$ 1,350.00
13	Complete Valve Boxes with Lids	1	\$ 236.68	\$ 236.68	\$ 243.50	\$ 243.50	\$ 255.00	\$ 255.00
14	WB-67 Waterous Hydrant 6" Extension Kit	1	\$ 759.31	\$ 759.31	\$ 859.00	\$ 859.00	\$ 847.00	\$ 847.00
15	WB-67 Waterous Hydrant 12" Extension Kit	1	\$ 889.92	\$ 889.92	\$ 1,011.00	\$ 1,011.00	\$ 998.00	\$ 998.00
16	WB-67 Waterous Hydrant 24" Extension Kit	1	\$ 1,168.72	\$ 1,168.72	\$ 1,327.50	\$ 1,327.50	\$ 1,310.00	\$ 1,310.00
17	WB-67 Waterous Hydrant 36" Extension Kit	1	\$ 1,379.35	\$ 1,379.35	\$ 1,491.50	\$ 1,491.50	\$ 1,542.00	\$ 1,542.00
18	WB-67 Waterous Hydrant Traffic Repair Kit	1	\$ 368.25	\$ 368.25	\$ 397.00	\$ 397.00	\$ 391.00	\$ 391.00
19	WB-67 Waterous Hydrant Main Valve Rubber	1	\$ 132.44	\$ 132.44	\$ 100.50	\$ 100.50	\$ 112.00	\$ 112.00
20	WB-67 Waterous Hydrant Valve Seat	1	\$ 390.39	\$ 390.39	\$ 307.50	\$ 307.50	\$ 343.20	\$ 343.20
21	WB-67 Waterous Hydrant Cross Arm	1	\$ 142.65	\$ 142.65	\$ 107.00	\$ 107.00	\$ 119.20	\$ 119.20
22	WB-67 Waterous Hydrant Drain Plunger	1	\$ 40.00	\$ 40.00	\$ 25.50	\$ 25.50	\$ 28.00	\$ 28.00
23	WB-67 Waterous Hydrant Piloted Upper Washer	1	\$ 137.13	\$ 137.13	\$ 107.00	\$ 107.00	\$ 119.20	\$ 119.20
24	WB-67 Waterous Hydrant Lower Valve Washer	1	\$ 78.28	\$ 78.28	\$ 57.00	\$ 57.00	\$ 63.20	\$ 63.20
25	WB-67 Waterous Hydrant Support Tube	1	\$ 79.68	\$ 79.68	\$ 57.00	\$ 57.00	\$ 63.20	\$ 63.20



NO.	ITEM	QTY	Mid-American Water, Inc.		Core & Main, LP		Water Products Company	
			PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
26	WB-67 Waterous Hydrant Support Wheel	1	\$ 139.44	\$ 139.44	\$ 107.00	\$ 107.00	\$ 119.20	\$ 119.20
27	WB-67 Waterous Hydrant Stop Nut	1	\$ 18.95	\$ 18.95	\$ 10.50	\$ 10.50	\$ 11.20	\$ 11.20
28	WB-67 Waterous Hydrant Upper Operating Nut	1	\$ 135.52	\$ 135.52	\$ 100.50	\$ 100.50	\$ 112.00	\$ 112.00
29	WB-67 Waterous Hydrant Lower Operating Nut	1	\$ 85.68	\$ 85.68	\$ 55.00	\$ 55.00	\$ 61.60	\$ 61.60
30	WB-67 Waterous Hydrant Upper Standpipe Gaskets	1	\$ 16.31	\$ 16.31	\$ 15.50	\$ 15.50	\$ 16.80	\$ 16.80
31	WB-67 Waterous Hydrant Support Wheel Gaskets	1	\$ 5.96	\$ 5.96	\$ 4.50	\$ 4.50	\$ 4.80	\$ 4.80
32	WB-67 Waterous Hydrant Maintenance Kits	1	\$ 1,173.33	\$ 1,173.33	\$ 1,145.50	\$ 1,145.50	\$ 1,298.00	\$ 1,298.00
33	1 Gal Jug of Waterous Hydrant Oil	1	\$ 65.22	\$ 65.22	\$ 105.00	\$ 105.00	\$ 119.00	\$ 119.00
GRAND TOTAL				\$ 28,314.15		\$ 29,640.00		\$ 30,632.60

NOTES

Bid Opening 07/26/2024 @ 2:30 PM	HK, BR
Invitations Sent	10
Total Vendors Requesting Documents	1
Total Bid Responses	3

SECTION 7 - BID FORM PRICING

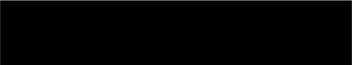
Quantities listed are canvassing quantities and intended to establish pricing. Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Public Works, Underground Maintenance, 17W440 N. Frontage, Darien, IL, 60561.

NO	ITEM	MANUFACTURER PART NUMBER	UOM	QTY	PRICE	EXTENDED PRICE
1	Complete 4" RW Gate Valve w/ Mechanical Joints Ends	N/A	EA	1	\$ 774.70	\$ 774.70
2	Complete 6" RW Gate Valve w/ Mechanical Joints Ends	N/A	EA	1	\$ 992.25	\$ 992.25
3	Complete 8" RW Gate Valve w/ Mechanical Joints Ends	N/A	EA	1	\$ 1578.90	\$ 1578.90
4	Complete 10" RW Gate Valve w/ Mechanical Joints Ends	N/A	EA	1	\$ 2461.41	\$ 2461.41
5	Complete 12" RW Gate Valve w/ Mechanical Joints Ends	N/A	EA	1	\$ 3165.40	\$ 3165.40
6	Complete 16" RW Gate Valve w/ Mechanical Joints Ends	N/A	EA	1	\$ 9384.77	\$ 9384.77
7	4" Solid Sleeves w/ Mega Lug Accessories	N/A	EA	1	\$ 126.48	\$ 126.48
8	6" Solid Sleeves w/ Mega Lug Accessories	N/A	EA	1	\$ 200.59	\$ 200.59
9	8" Solid Sleeves w/ Mega Lug Accessories	N/A	EA	1	\$ 251.16	\$ 251.16
10	10" Solid Sleeves w/ Mega Lug Accessories	N/A	EA	1	\$ 372.76	\$ 372.76
11	12" Solid Sleeves w/ Mega Lug Accessories	N/A	EA	1	\$ 469.60	\$ 469.60
12	16" Solid Sleeves w/ Mega Lug Accessories	N/A	EA	1	\$ 1092.92	\$ 1092.92
13	Complete Valve Boxes with Lids	N/A	EA	1	\$ 236.68	\$ 236.68
14	WB-67 Waterous Hydrant 6" Extension Kit	N/A	EA	1	\$ 759.31	\$ 759.31
15	WB-67 Waterous Hydrant 12" Extension Kit	N/A	EA	1	\$ 889.92	\$ 889.92
16	WB-67 Waterous Hydrant 24" Extension Kit	N/A	EA	1	\$ 1168.72	\$ 1168.72
17	WB-67 Waterous Hydrant 36" Extension Kit	N/A	EA	1	\$ 1379.35	\$ 1379.35
18	WB-67 Waterous Hydrant Traffic Repair Kit	Repair Kit	EA	1	\$ 368.25	\$ 368.25

NO	ITEM	MANUFACTURER PART NUMBER	UOM	QTY	PRICE	EXTENDED PRICE
19	WB-67 Waterous Hydrant Main Valve Rubber	Ref 35	EA	1	\$ 132.44	\$ 132.44
20	WB-67 Waterous Hydrant Valve Seat	Ref 31	EA	1	\$ 390.39	\$ 390.39
21	WB-67 Waterous Hydrant Cross Arm	Ref 30	EA	1	\$ 142.65	\$ 142.65
22	WB-67 Waterous Hydrant Drain Plunger	Ref 7	EA	1	\$ 40.00	\$ 40.00
23	WB-67 Waterous Hydrant Piloted Upper Washer	Ref 34	EA	1	\$ 137.13	\$ 137.13
24	WB-67 Waterous Hydrant Lower Valve Washer	Ref 36	EA	1	\$ 78.28	\$ 78.28
25	WB-67 Waterous Hydrant Support Tube	Ref 85	EA	1	\$ 79.68	\$ 79.68
26	WB-67 Waterous Hydrant Support Wheel	Ref 56	EA	1	\$ 139.44	\$ 139.44
27	WB-67 Waterous Hydrant Stop Nut	Ref 86	EA	1	\$ 18.95	\$ 18.95
28	WB-67 Waterous Hydrant Upper Operating Nut	Ref 7B	EA	1	\$ 135.52	\$ 135.52
29	WB-67 Waterous Hydrant Lower Operating Nut	Ref 7A	EA	1	\$ 85.68	\$ 85.68
30	WB-67 Waterous Hydrant Upper Standpipe Gaskets	N/A	EA	1	\$ 16.31	\$ 16.31
31	WB-67 Waterous Hydrant Support Wheel Gaskets	Ref N/A	EA	1	\$ 5.96	\$ 5.96
32	WB-67 Waterous Hydrant Maintenance Kits	N/A	EA	1	\$ 1173.33	\$ 1173.33
33	1 Gal Jug of Waterous Hydrant Oil	N/A	EA	1	\$ 65.22	\$ 65.22
GRAND TOTAL						\$ 28,314.15
GRAND TOTAL (In words) twenty-eight thousand, three hundred fourteen dollars and fifteen cents.						

SECTION 8 - BID FORM SIGNATURE PAGE

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

X 

(Signature and Title)

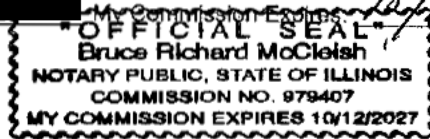
CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 26th day of July AD, 20 24



(Notary Public)



SEAL



Required Vendor Ethics Disclosure Statement

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

Date: 7/26/24

Bid/Contract/PO #:

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

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

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

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

Authorized Signature [REDACTED]

Printed Name Eric Lowe

Title outside sales

Date 7/23/24

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (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-0019-24

Agenda Date: 8/20/2024

Agenda #: 7.B.

AWARDING RESOLUTION
ISSUED TO VISSERING CONSTRUCTION COMPANY
FOR CONSTRUCTION OF THE SEPTAGE RECEIVING TANK
FOR THE SEPTAGE RECEIVING STATION
FOR PUBLIC WORKS FACILITIES
(CONTRACT TOTAL AMOUNT: \$679,853.90)

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 construction of the Septage Receiving Tank for the Septage Receiving Station at Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for the period August 27, 2024 to August 26, 2025.

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, for the construction of the Septage Receiving Tank for the Septage Receiving Station at Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for the period August 27, 2024 to August 26, 2025, be, and it is hereby approved for issuance of a contract by the Procurement Division to Vissering Construction Company, 175 Benchmark Industrial Drive, Streator, Illinois 61364, for a total contract amount not to exceed \$679,853.90, per lowest responsible bid #24-087-PW.

Enacted and approved this 27th day of August 2024, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID #	RFP, BID, QUOTE OR RENEWAL #: 24-087-PW	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$679,853.90
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$679,853.90
	CURRENT TERM TOTAL COST: \$679,853.90	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Vissering Construction Company	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Jay Dahlberg
VENDOR CONTACT: Michael Slagel	VENDOR CONTACT PHONE: 815-673-5511	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: jay.dahlberg@dupagecounty.gov
VENDOR CONTACT EMAIL: mslagel@vissering.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Construction of the Septage Receiving Tank in the amount of \$679,853.90 for the Septage Receiving Station per specifications provided by Clark Dietz Engineering per low bid award 24-087-PW.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Septage Receiving Tank is required to hold the septage that is being collected via the septage receiving station that was previously procured under 24-009-PW. This will assist in providing a more steady flow of septage into the plant and limit the strain on downstream equipment. It will also allow the Public Works Department to better track and bill septic haulers for septage that is being dropped into the plant.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

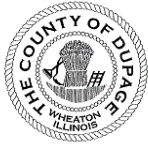
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Vissering Construction Company	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Michael Slagel	Email: mslagel@vissering.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 175 Benchmark Industrial Drive	City: Streator	Address: 7900 S. Rt 53	City: Woodridge
State: IL	Zip: 61364	State: IL	Zip: 60517
Phone: 815-613-5511	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same As Above	Vendor#: Same As Above	Dept: Same As Above	Division: Same As Above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 27, 2024	Contract End Date (PO25): Aug 26, 2025
Contract Administrator (PO25): Drew Cormican			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Construct and place the Septage Receiving Tank per lowest bidder on bid # 24-087-PW.	FY24	2000	2555	54030		600,000.00	600,000.00
2	1	EA		Construct and place the Septage Receiving Tank per lowest bidder on bid # 24-087-PW.	FY25	2000	2555	54030		18,049.00	18,049.00
3	1	EA		10% CONTINGENCY	FY24	2000	2555	54030		61,804.90	61,804.90
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 679,853.90

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

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 SEPTAGE RECEIVING TANK 24-087-PW
 BID TABULATION



NO.	ITEM	UOM	QTY	Vissering Construction Company		Joseph J. Henderson & Son, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Septage Receiving Station Tank	LS	1	\$ 605,549.00	\$ 605,549.00	\$ 809,100.00	\$ 809,100.00
2	Unsuitable Foundation Material Removal & Replacement with Geotextile Fabric and 3-inch Stone	CU YD	100	\$ 125.00	\$ 12,500.00	\$ 100.00	\$ 10,000.00
GRAND TOTAL					\$ 618,049.00		\$ 819,100.00

NOTES
 1. Public Works has requested a contingency of 10%; \$618,049.00 + \$61,804.90 (contingency) = \$679,853.90.

Bid Opening 8/1/2024 @ 2:30 PM	BR, HK
Invitations Sent	337
Total Vendors Requesting Documents	0
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

All goods are to be shipped, delivered, and installed F.O.B Destination. Quantities listed are estimates only and are provided for canvassing purposes.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Septage Receiving Station Tank	LS	1	\$ 605,549.00	\$ 605,549.00
2	Unsuitable Foundation Material Removal & Replacement with Geotextile Fabric and 3-inch Stone	CU YD	100	\$ 125.00	\$ 12,500.00
GRAND TOTAL					\$ 618,049.00
GRAND TOTAL					
(In words) <i>Six Hundred Eighteen Thousand Forty nine dollars and $\frac{00}{100}$</i>					

SECTION 8 - BID FORM SIGNATURE PAGE

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

X

[Redacted Signature]

(Signature and Title) Michael Slagel, President



CORPORATE SEAL
(If available)

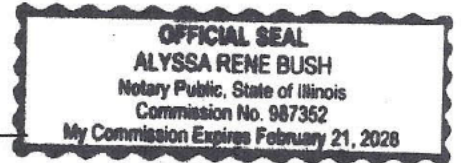
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this first day of August AD, 2024

[Redacted Notary Signature]

(Notary Public)

My Commission Expires: 02/21/2028



SEAL



Required Vendor Ethics Disclosure Statement

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

Date: 8/2/24

Bid/Contract/PO #: _____

Company Name: <u>Vissering Construction</u>	Company Contact: <u>Michael Slagel</u>
Contact Phone: <u>815-673-5511</u>	Contact Email: <u>mstagel@vissering.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, 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.

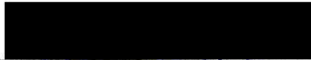
Continuing disclosure is required, and I agree to update this disclosure form as follows:

- 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature: 

Printed Name: Michael Slagel

Title: President

Date: 8/2/24

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-0033-24

Agenda Date: 8/20/2024

Agenda #: 7.C.

AWARDING RESOLUTION
ISSUED TO MARTINEZ RETAIL MANAGEMENT, INC.
d/b/a ALL WINDOW CLEANING SERVICES,
TO PROVIDE WINDOW WASHING SERVICES
FOR COUNTY FACILITIES
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$46,700.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Martinez Retail Management, Inc. d/b/a All Window Cleaning Services, to provide window washing services for the County facilities, for Facilities Management, for the two-year period August 28, 2024 through August 27, 2026.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to provide window washing services for the County facilities, for the two-year period August 28, 2024 through August 27, 2026, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Martinez Retail Management, Inc. d/b/a All Window Cleaning Services, P.O. Box 549, Hinsdale, IL 60522, for a total contract amount not to exceed \$46,700.00, per lowest responsible bid #24-059-FM.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2144	RFP, BID, QUOTE OR RENEWAL #: 24-059-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$46,700.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$93,400.00
	CURRENT TERM TOTAL COST: \$46,700.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Martinez Retail Management, Inc. d/b/a All Window Cleaning Services	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Reynick Martinez	VENDOR CONTACT PHONE: 847-697-4455	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: rey@allwindowcleaning.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 Martinez Retail Management, Inc. d/b/a All Window Cleaning Services, to provide window washing services for County facilities, for Facilities Management, for the two-year period August 28, 2024 through August 27, 2026, for a total contract amount not to exceed \$46,700, per lowest responsible bid #24-059-FM. (\$38,175 for Facilities Management, \$800 for Animal Services, \$6,300 for Care Center, and \$1,425 for the Division of Transportation.)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Window washing services are necessary to remove accumulated dust, dirt and debris from the windows and to provide a clean appearance to the campus facilities.			

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

SECTION 3: DECISION MEMO	
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.

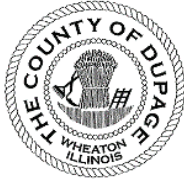
SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Martinez Retail Management, Inc. d/b/a All Window Cleaning Services	Vendor#:	Dept: Facilities Management	Division:
Attn: Reynick Martinez	Email: rey@allwindowcleaning.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: P.O. Box 549	City: Hinsdale	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60522	State: IL	Zip: 60187
Phone: 847-697-4455	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Martinez Retail Management, Inc. d/b/a All Window Cleaning Services	Vendor#:	Dept: Facilities Management	Division:
Attn: Accounts Payable	Email: service@allwindowcleaning.com	Attn:	Email:
Address: P.O. Box 549	City: Hinsdale	Address: various locations	City: Wheaton
State: IL	Zip: 60522	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 28, 2024	Contract End Date (PO25): Aug 27, 2026

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		Facilities Management - Sections 1,3,4,5,6,8,9,10,11,12	FY24	1000	1100	53810		12,225.00	12,225.00
2	1	LO		Facilities Management - Additional Call-out as needed	FY24	1000	1100	53810		500.00	500.00
3	1	LO		Animal Services - Section 7	FY24	1100	1300	53810		200.00	200.00
4	1	LO		Care Center - Section 2	FY24	1200	2035	53810		2,100.00	2,100.00
5	1	LO		Division of Transportation - Section 13	FY24	1500	3510	53810		395.00	395.00
6	1	LO		Division of Transportation - Section 13	FY24	1500	3520	53810		80.00	80.00
7	1	LO		Facilities Management - Sections 1,3,4,5,6,8,9,10,11,12	FY25	1000	1100	53810		12,225.00	12,225.00
8	1	LO		Facilities Management - Additional Call-out as needed	FY25	1000	1100	53810		500.00	500.00
9	1	LO		Animal Services - Section 7	FY25	1100	1300	53810		200.00	200.00
10	1	LO		Care Center - Section 2	FY25	1200	2035	53810		2,100.00	2,100.00
11	1	LO		Division of Transportation - Section 13	FY25	1500	3510	53810		395.00	395.00
12	1	LO		Division of Transportation - Section 13	FY25	1500	3520	53810		80.00	80.00
13	1	LO		Facilities Management - Sections 1,3,4,5,6,8,9,10,11,12	FY26	1000	1100	53810		12,225.00	12,225.00
14	1	LO		Facilities Management - Additional Call-out as needed	FY26	1000	1100	53810		500.00	500.00
15	1	LO		Animal Services - Section 7	FY26	1100	1300	53810		400.00	400.00
16	1	LO		Care Center - Section 2	FY26	1200	2035	53810		2,100.00	2,100.00
17	1	LO		Division of Transportation - Section 13	FY26	1500	3510	53810		395.00	395.00
18	1	LO		Division of Transportation - Section 13	FY26	1500	3520	53810		80.00	80.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 46,700.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide window washing services for County facilities, for Facilities Management.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez., Kristy Lecaros, Christine Kliebhan, Nancy Palima, and Kathy Black-Curcio.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 08/20/24 County Board: 08/27/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 WINDOW WASHING SERVICES 24-059-FM
 BID TABULATION



				Martinez Retail Management, Inc. dba All Window Cleaning Services		S&K Building Services OPCO, LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
PART 1 BASE BID							
1	Power Plant	EA	2	\$ 230.00	\$ 460.00	\$ 340.00	\$ 680.00
2	Care Center	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 2,880.00	\$ 5,760.00
3	Coroner	EA	2	\$ 575.00	\$ 1,150.00	\$ 720.00	\$ 1,440.00
4	Sheriff's Office/Jail	EA	2	\$ 3,675.00	\$ 7,350.00	\$ 4,320.00	\$ 8,640.00
5	JTK Administration Building	EA	2	\$ 1,260.00	\$ 2,520.00	\$ 2,880.00	\$ 5,760.00
6	Administration Parking Garage	EA	2	\$ 470.00	\$ 940.00	\$ 2,880.00	\$ 5,760.00
7	Animal Services	EA	2	\$ 25.00	\$ 50.00	\$ 720.00	\$ 1,440.00
8	Judicial Office Facility	EA	2	\$ 1,575.00	\$ 3,150.00	\$ 4,320.00	\$ 8,640.00
9	Lift Rental	EA	2	\$ 1,575.00	\$ 3,150.00	\$ 4,500.00	\$ 9,000.00
10	Judicial Parking Garage	EA	2	\$ 785.00	\$ 1,570.00	\$ 720.00	\$ 1,440.00
11	Lift Rental	EA	2	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00
12	Judicial Office Facility Annex	EA	2	\$ 945.00	\$ 1,890.00	\$ 1,440.00	\$ 2,880.00
13	Lift Rental	EA	2	\$ -	\$ -	\$ 1,500.00	\$ 3,000.00
14	DuPage County 418 OEM	EA	2	\$ 175.00	\$ 350.00	\$ 480.00	\$ 960.00
15	DuPage County 420 DuComm	EA	2	\$ 175.00	\$ 350.00	\$ 480.00	\$ 960.00

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
16	DuPage County 424 Building #2	EA	2	\$ 315.00	\$ 630.00	\$ 480.00	\$ 960.00
17	Children's Advocacy Center	EA	2	\$ 470.00	\$ 940.00	\$ 1,440.00	\$ 2,880.00
18	Division of Transportation #14	EA	2	\$ 395.00	\$ 790.00	\$ 720.00	\$ 1,440.00
19	Division of Transportation #28	EA	2	\$ 80.00	\$ 160.00	\$ 1,440.00	\$ 2,880.00
20	Additional On-Call Work as needed	HR	20	\$ 50.00	\$ 1,000.00	\$ 90.00	\$ 1,800.00
PART 1 BASE BID TOTAL					\$ 30,650.00		\$ 69,320.00

PART 2 ALTERNATE - HEALTH DEPARTMENT

21	Health Department 111	EA	2	\$ 1,080.00	\$ 2,160.00	\$ 2,000.00	\$ 4,000.00
22	Health Department 115	EA	2	\$ 720.00	\$ 1,440.00	\$ 2,000.00	\$ 4,000.00
23	Health Department Crisis Recovery Center (starting in 2025)	EA	1	\$ 900.00	\$ 900.00	\$ 2,800.00	\$ 5,600.00
PART 2 ALTERNATE - HEALTH DEPARTMENT TOTAL					\$ 4,500.00		\$ 13,600.00

NOTES:

- Martinez Retail Management, Inc. dba All Window Cleaning Services's Extended Price for Alternate Item #22 was incorrectly entered as \$1,480.00. This was corrected to \$1,440.00, and the Part 2 Alternate - Health Department Total was corrected to \$4,500.00.
- Squeegee Squad has been deemed non-responsive due to not including required documents.

Bid Opening 7/9/2024 @ 2:30 PM	DW, HK, MV
Invitations Sent	84
Total Vendors Requesting Documents	3
Total Bid Responses	3

SECTION 7 - BID FORM PRICING

Vendor shall bid on a full two (2) year contract. Quantities are based on one annual cleaning per year. Pricing is to include cleaning liquids and use of standard equipment.

Part 1 Base Bid

NO	SECTION	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	I	Power Plant	EA	2	\$ 230	\$ 460
2	II	Care Center	EA	2	\$ 2100	\$ 4200
3	III	Coroner	EA	2	\$ 575	\$ 1150
4	IV	Sheriff's Office/Jail	EA	2	\$ 3675	\$ 7350
5	V	JTK Administration Building	EA	2	\$ 1260	\$ 2520
6	VI	Administration Parking Garage	EA	2	\$ 470	\$ 940
7	VII	Animal Services	EA	2	\$ 25	\$ 50
8	VIII	Judicial Office Facility	EA	2	\$ 1575	\$ 3150
9		Lift Rental	EA	2	\$ 1575	\$ 3150
10	IX	Judicial Parking Garage	EA	2	\$ 785	\$ 1570
11		Lift Rental	EA	2	\$ 0	\$ 0
12	X	Judicial Office Facility Annex	EA	2	\$ 945	\$ 1890
13		Lift Rental	EA	2	\$ 0	\$ 0
14	XI	DuPage County 418 OEM	EA	2	\$ 175	\$ 350
15	XI	DuPage County 420 DuComm	EA	2	\$ 175	\$ 350
16	XI	DuPage County 424 Building #2	EA	2	\$ 315	\$ 630
17	XII	Children's Advocacy Center	EA	2	\$ 470	\$ 940
18	XIII	Division of Transportation #14	EA	2	\$ 395	\$ 790
19	XIII	Division of Transportation #28	EA	2	\$ 80	\$ 160
20		Additional On-Call Work as needed	HR	20	\$ 50	\$ 1000
TOTAL BASE BID						\$30,650
GRAND TOTAL (In words)		<i>Thirty Thousand Six Hundred Fifty Dollars</i>				

Signature on File

Reynick A. Muihies
President

Part 2 Alternate - Health Department

NO	SECTION	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
21	XIV	Health Department 111	EA	2	\$ 1080	\$ 2160
22	XIV	Health Department 115	EA	2	\$ 720	\$ 1480
23	XIV	Health Department Crisis Recovery Center (starting in 2025)	EA	1	\$ 900	\$ 900
TOTAL ALTERNATE BID						\$ 4540
GRAND TOTAL (In words)		<i>Four Thousand Five Hundred Forty Dollars</i>				

Signature on File

*Reynick A. ...
President*

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.

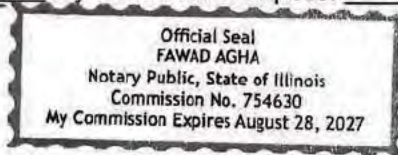
Signature on File Reynich A. Martinez,
President
X _____
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 8th day of JULY AD, 20 24

Signature on File _____
(Notary Public) 0 My Commission Expires: AUGUST 28, 2027



SEAL

SECTION 9 - MANDATORY FORM

WINDOW WASHING SERVICES 24-059-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Martinez Retail Management Inc. dba All Window Cleaning Services		
Main Business Address	P.O. Box 549		
City, State, Zip Code	Hinsdale, IL 60522		
Telephone Number	847-697-4455	Email Address	service@allwindowcleaning.com
Bid Contact Person	Reg Martinez, President		

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:

Reynick A. Martinez, President
(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	<i>All Window Cleaning Services</i>	NAME	<i>All Window Cleaning Services</i>
CONTACT	<i>Rey Martinez</i>	CONTACT	<i>Accounts Receivable</i>
ADDRESS	<i>P.O. Box 549</i>	ADDRESS	<i>P.O. Box 549</i>
CITY ST ZIP	<i>Hinsdale, IL 60522</i>	CITY ST ZIP	<i>Hinsdale, IL 60522</i>
TX	<i>630-373-7249</i>	TX	<i>847-697-4455</i>
FX	<i>847-697-4875</i>	FX	<i>847-697-4875</i>
EMAIL	<i>rey@allwindowcleaning.com</i>	EMAIL	<i>service@allwindowcleaning.com</i>
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County 421 North County Farm Road Wheaton, IL 60187	

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

(FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

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

Date: July 8, 2024

Bid/Contract/PO #: 24-059-FM

Company Name: <u>Martinez Retail Management, Inc dba All Window Cleaning Services</u>	Company Contact: <u>Rey Martinez, President</u>
Contact Phone: <u>(630) 373-7249</u>	Contact Email: <u>rey@allwindowcleaning.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, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on File

Printed Name Reynick A. Martinez

Title President

Date July 8, 2024

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-0034-24

Agenda Date: 8/20/2024

Agenda #: 7.D.

AWARDING RESOLUTION
ISSUED TO L. MARSHALL, INC.
FOR SAFETY IMPROVEMENTS AT THE 505 BUILDING
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED: \$196,650)

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 L. Marshall, Inc., to install safety improvements on the roof of the 505 building for the period August 27, 2024 through August 26, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to install safety improvements on the roof of the 505 building for the period August 27, 2024 through August 26, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, L. Marshall, Inc., 2100 Lehigh Avenue, Glenview, IL 60026, for a total contract amount not to exceed \$196,650, per lowest responsible bid #24-073-FM.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2112	RFP, BID, QUOTE OR RENEWAL #: #24-073-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$196,650.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$196,650.00
	CURRENT TERM TOTAL COST: \$196,650.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: L. Marshall, Inc.	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: Lawrence P. Marshall	VENDOR CONTACT PHONE: 847-724-5400	DEPT CONTACT PHONE #: X5681	DEPT CONTACT EMAIL: geoffrey.matteson@dupagecounty.gov
VENDOR CONTACT EMAIL: info@lmarshallroofing.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 L. Marshall, Inc., to install safety improvements on the roof of the 505 building, for Facilities Management, for the period August 27, 2024 through August 26, 2025, for a contract total amount not to exceed \$196,650, per lowest responsible bid #24-073-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The 505 building mechanical systems require routine outdoor maintenance visits on the roof, as well as repairs as needed. New access paths and walkways will improve safety for staff performing these maintenance/repair duties, particularly when the roof membrane is wet or snow-covered.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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: L. Marshall, Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn: Lawrence P. Marshall	Email: info@lmarshallroofing.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 2100 Lehigh Avenue	City: Glenview	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60026	State: IL	Zip: 60187
Phone: 847-724-5400	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: L. Marshall, Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email: info@lmarshallroofing.com	Attn: Jeff Schramer	Email: jeffrey.schramer@dupagecounty.gov
Address: 2100 Lehigh Avenue	City: Glenview	Address: Varioius	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 847-724-5400	Fax: 847-724-73069	Phone: 630-675-0221	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 27, 2024	Contract End Date (PO25): Aug 26, 2025

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		Building Improvements	FY24	6000	1220	54010	2402833	171,000.00	171,000.00
2	1	EA		Bldg Improvements Contingency	FY24	6000	1220	54010	2402833	25,650.00	25,650.00
										Requisition Total	\$ 196,650.00

FY is required, ensure the correct FY is selected.

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Safety Improvements 505 Roof
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: 8/20/24 CB: 8/27/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.


SECTION 7 - BID FORM PRICING

All goods shall be shipped, delivered, and installed F.O.B Destination.

NO	ITEM	UOM	QTY	PRICE
1	505 Roof Fall Protection	LS	1	\$ 171,000.00
GRAND TOTAL (In words) One Hundred Seventy-one Thousand Dollars				

SECTION 8 - BID FORM SIGNATURE PAGE

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


X Signature on File

(Signature and Title) Lawrence P. Marshall - President

CORPORATE SEAL
(If available)

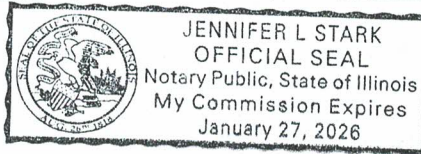
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 30th day of July AD, 2024

Signature on File


(Notary Public)

My Commission Expires: January 27th, 2026



SEAL

SECTION 9 - MANDATORY FORM
505 ROOF FALL PROTECTION 24-073-FM
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	L. Marshall, Inc.		
Main Business Address	2100 Lehigh Avenue		
City, State, Zip Code	Glenview, IL 60026		
Telephone Number	847-724-5400	Email Address	info@lmarshallroofing.com
Bid Contact Person	Lawrence P. Marshall		

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:

Lawrence P. Marshall
(President or Partner)

Lawrence P. Marshall
(Vice-President or Partner)

Lawrence P. Marshall
(Secretary or Partner)

Lawrence P. Marshall
(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.)

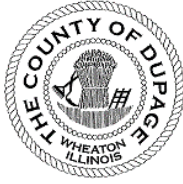
Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

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	L. Marshall, Inc.	NAME	L. Marshall, Inc.
CONTACT	Lawrence P. Marshall	CONTACT	Lawrence P. Marshall
ADDRESS	2100 Lehigh Avenue	ADDRESS	2100 Lehigh Avenue
CITY ST ZIP	Glenview, IL 60026	CITY ST ZIP	Glenview, IL 60026
TX	847-724-5400	TX	847-724-5400
FX	847-724-7306	FX	847-724-7306
EMAIL	info@lmarshallroofing.com	EMAIL	info@lmarshallroofing.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700		DuPage County 505 North County Farm Road Wheaton, IL 60187 Attn: Geoff Matteson	

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 505 ROOF FALL PROTECTION 24-073-FM
 BID TABULATION



				L. Marshall, Inc.	
NO.	ITEM	UOM	QTY	PRICE	
1	505 Roof Fall Protection	LS	1	\$	171,000.00
GRAND TOTAL				\$	171,000.00

NOTES
 1. Facilities Management has requested a contingency of 15%; \$171,000.00 + \$25,650.00 (contingency) = \$196,650.00 contract request.

Bid Opening 7/30/2024 @ 2:30 PM	NE, BR
Invitations Sent	196
Total Vendors Requesting Documents	4
Total Bid Responses	1



Required Vendor Ethics Disclosure Statement

Date: 7/30/24

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

Bid/Contract/PO #: _____

Company Name: L Marshall, Inc.	Company Contact: Lawrence P. Marshall
Contact Phone: 847-724-5400	Contact Email: info@lmarshallroofing.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: Lawrence P. Marshall
 Title: President
 Date: July 30, 2024

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



Facilities Management Requisition Over \$30K

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

File #: FM-P-0035-24

Agenda Date: 8/20/2024

Agenda #: 8.A.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD
FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES
FOR FLOODPROOFING THE COUNTY CAMPUS
FOR FACILITIES MANAGEMENT
(CONTRACT NOT TO EXCEED \$394,160.00)

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 related to said purpose, pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 et. seq.); and

WHEREAS, pursuant to said authority the COUNTY has established a complex of several facilities to provide County governmental services, which complex is commonly referred to as the DuPage County Governmental Campus ("County Campus"); and

WHEREAS, the COUNTY is planning floodproofing improvements to the east and west side of the County campus; and

WHEREAS, V3 COMPANIES, LTD. (hereafter "CONSULTANT") was originally hired to develop a comprehensive approach and preliminary engineering plans to meet stormwater requirements for the various campus projects, including an assessment of campus stormwater infrastructure, to propose projects, concept options and feasibility, to complete full engineering design and stormwater permitting for the construction of stormwater detention and Best Management Practices (BMP's) at the County campuses east detention basin, to compile and map historic campus development and detention storage for the campus, and to aid future projects and permitting efforts; and

WHEREAS, the COUNTY requires additional professional engineering services, which includes services, including but not limited to, construction oversight and as-built services, to perform stormwater engineering and coordination for the design, conducting permitting for expected projects on the west side of campus, determining feasibility, design, and permitting for improvements to two (2) stormwater overflow routes., and creating construction drawings to maximize stormwater runoff storage volume and associated best management practices (BMPs) for construction activities at the southwest corner of the County campus; and

WHEREAS, CONSULTANT has experience and expertise in these areas and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed three hundred ninety-four thousand, one hundred sixty dollars and 00/100 cents (\$394,160.00); and

WHEREAS, the County Board has determined that the Stormwater Floodproofing on the east and west sides of the County campus is consistent with the specifications and guidance offered for which American Rescue Plan Act funds can be expended; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et. seq.*; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and V3 Companies, Ltd. is hereby accepted and approved in an amount not to exceed three hundred ninety-four thousand, one hundred sixty dollars and 00/100 cents (\$394,160.00); and that 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 V3 Companies, Ltd., 7325 Janes Avenue, Woodridge, IL 60517, and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2099	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$394,160.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$394,160.00
	CURRENT TERM TOTAL COST: \$394,160.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: V3 Companies, Ltd.	VENDOR #: 10802	DEPT: Facilities Management	DEPT CONTACT NAME: Geoff Matteson
VENDOR CONTACT: Jennifer Maercklein	VENDOR CONTACT PHONE: 630-729-6231	DEPT CONTACT PHONE #: X5681	DEPT CONTACT EMAIL: Geoffrey.matteson@dupagecounty.gov
VENDOR CONTACT EMAIL: jmaercklein@v3co.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

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 V3 Companies, Ltd., to provide additional Professional Stormwater Engineering Services and engineering design for floodproofing the east and west sides of the County Campus, for Facilities Management, for the period August 27, 2024, through November 30, 2026, for a total contract amount not to exceed \$394,160. 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. Partial ARPA

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
 A majority of the County campus was designed over 20 years ago. The 100 year (1% chance) rainfall event has increased significantly since these buildings were designed. Engineering design is required to provide floodproofing protection for these buildings.

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

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. Quality Based Selection (QBS) for professional services (engineering, architecture and survey work)
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Staff recommends approval of a professional services contract with V3 Companies, Ltd. to provide Professional Engineering Services for floodproofing the East and West sides of the County campus, for Facilities Management, for a total contract amount not to exceed \$394,160. 2) Select another firm. However, staff does not recommend this, and has determined that V3 Companies, Ltd. possesses the qualified engineering staff to provide these services on behalf of the County.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: V3 Companies, Ltd.	Vendor#: 10802	Dept: Facilities Management	Division:
Attn: Jennifer Maercklein	Email: jmaercklein@v3co.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 7325 Janes Avenue	City: Woodridge	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-729-6231	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: V3 Companies, Ltd.	Vendor#: 10802	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoff Matteson	Email: geoffrey.matteson@dupagecounty.gov
Address: 7325 Janes Avenue	City: Woodridge	Address: Various	City: Wheaton
State: IL	Zip: 60517	State: IL	Zip: 60187
Phone: 630-724-9200	Fax:	Phone: 630-200-7973	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 27, 2024	Contract End Date (PO25): Nov 30, 2026

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		Campus Floodproofing - ARPA	FY24	1100	1215	54010	2404000	342,000.00	342,000.00
2	1	LO		Campus Floodproofing	FY25	6000	1220	54010	2404000	42,160.00	42,160.00
3	1	LO		Campus Floodproofing	FY26	6000	1220	54010	2404000	10,000.00	10,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 394,160.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professeional Engineering for Campus Floodproofing
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to : Cathie Figlewski, Katie Boffa, & Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 8/20/24 CB: 8/27/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD
FOR PHASE IV PROFESSIONAL ENGINEERING SERVICES
FOR FACILITIES MANAGEMENT**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 27th day of August, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., licensed to do business in the State of Illinois, with offices at 7325 Janes Ave., Woodridge, IL 60517; (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 engineering services, which services may include, but are not limited to, design, construction plans, and permitting for floodproofing measures on the East and West 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 engineering services and is willing to perform the required services for an amount **not to exceed** \$394,160.00 and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

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

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

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

3.0 NOTICE TO PROCEED

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

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

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

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

4.0 TECHNICAL SUBCONSULTANTS

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

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed, unless identified in Exhibit A.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2026,

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

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

6.0 DELIVERABLES

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

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$394,160.00. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide

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

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

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

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

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

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

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

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

9.0 INDEMNIFICATION

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

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

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

10.0 SATISFACTORY PERFORMANCE

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

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

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

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

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

performance of the CONSULTANT'S services under this AGREEMENT.

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

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

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

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. 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:

V3 Companies, Ltd.
7325 Janes Ave.
Woodridge, IL 60517
ATTN: Derrick Martin, P.E., CFM

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

V3 COMPANIES, LTD.

Deborah A. Conroy, Chair
DuPage County Board

Signature on File

Derrick Martin, P.E., CFM
Natural Resources Group Leader

ATTEST BY:

Jean Kaczmarek, County Clerk

ATTEST BY:

Signature

Print Name

Title

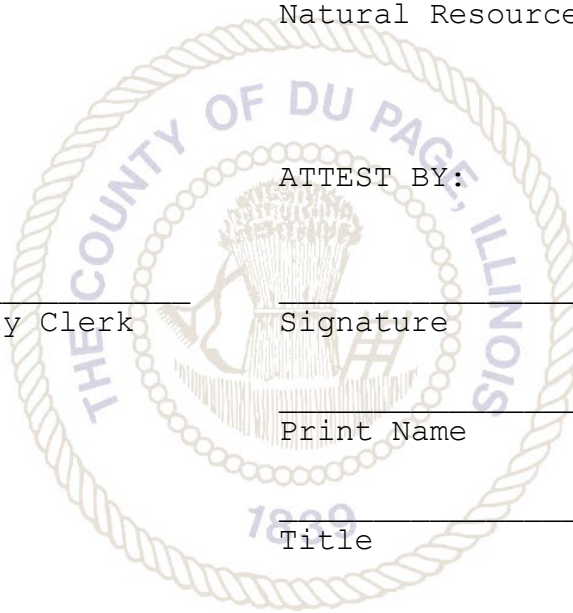


EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for professional services for the County campus project, which services may include, but are not limited to, perform stormwater engineering and coordination for the design, permitting, construction drawings to provide floodproofing measures on the East and West sides of County campus, for the period through November 30, 2026.

- **Task 40: 100% Engineering Design, Construction Plans and Permitting for Floodproofing Measures.** DuPage County seeks to identify buildings and structures that are at risk of flooding in the 1% annual chance storm event, and identify floodproofing measures to protect the structures. Task 40 will include the following services.
 - A. Memo update: V3 will use the updated modeling performed in Task 34 (under separate contract) and topographic survey and low-entry survey performed in Task 23 (under separate contract) to update Tables 1 and 3 of the February 2024 memo, as well as Exhibits 0a, B.1, B.2 and B.3, to show an updated summary of buildings at risk, based on the results of the survey and updated modeling. This will include buildings and structures on both the East and West campuses. The narrative and discussion within the February 2024 memo itself will not be updated, but any significant changes will be documented in a separate, brief, memo that accompanies the updated tables and exhibits.
 - B. Meeting, determine design criteria: V3 will meet with County staff to review each at-risk opening in conjunction with the recommended floodproofing measure at each opening, as well as other feasible measures. The meeting shall focus on the following items:
 - Whether each specific at-risk opening requires floodproofing protection (for example, it may be acceptable to allow the parking garage to flood, perhaps with signage to warn users of risk),
 - Desired level of protection for each opening,
 - County requirements for access, aesthetics, operational requirements at each opening (for example, human deployment versus automatic measures), and cost,
 - Understanding the County's priorities in terms of the importance of floodproofing each building and each opening within the building, to aid V3 in developing a prioritization plan.
 - C. 60% Design Plans: After determination of County preferences and requirements for each opening, V3 shall contact manufacturers and obtain relevant engineering design data for each measure. V3 shall prepare 60% design plans for the floodproofing improvements (to a level appropriate for inclusion in permitting documents). It is anticipated that this will be a single standalone plan set (not incorporated with other projects that may be present on campus.) This will include a construction cost estimate. The engineering design fee associated with this Task assumes:

- Utility penetrations:
 - Utility penetrations shown on a simple plan view drawing
 - A single detail of a bentonite cutoff wall is provided, which would universally apply at each penetration.
 - The single detail includes four simple options for restoration of the surface: grass, landscaping, concrete pavement, asphalt pavement.

More complex restoration scenarios are not expected, but if identified, the services to design these restorations would be an Additional Service.

- Pop-up barriers:
 - Six locations where pop-up barriers may be warranted were previously identified. Each location requires a detailed design that considers constructability, elevation, access, other utilities and infrastructure impacts, a storm sewer connection, and interior and exterior drainage design on each side of the barrier. The fee includes these detailed plans at six locations, at the 60% level of design. If additional locations are identified which require a barrier, the services to provide the additional design shall be an Additional Service.
- Administration Parking Structure:
 - The fee assumes the structure can be allowed to flood.
 - The scope of services is limited to identifying any critical electrical or mechanical elements that may be impacted by a flood, and developing a simple performance-based standard that requires the critical elements to be elevated by the Contractor in accordance with local code. The design responsibility to move/elevate the elements would fall to the contractor. Electrical, mechanical, plumbing, and other similar services are excluded from our fee, but these services could be provided as Additional Services if necessary.
- Doors and Windows:
 - A simple plan that identifies each window/door/opening location will be prepared, along with the identified floodproofing measure for each opening.
 - It is expected that all floodproofing measures at doors and windows would be manufactured elements, to be installed by the Contractor, and with the corresponding design details provided by the manufacturer(s). The plans would simply correlate each at-risk opening to each specific manufacturer's detail.
 - It is expected that there will also be a few simple standard details to show restoration.
 - It is assumed that all openings will be protected by manufactured elements; detailed engineering and architectural design services are not anticipated and are excluded from this Scope of Services. If necessary, detailed engineering and/or architectural designs of single or multiple openings can be performed as an Additional Service.
- Floodwalls:
 - Floodwalls are not anticipated and are excluded from these services. If necessary, floodwall design can be performed as an Additional Service.

- D. Permitting: It is expected that some of the floodproofing measures (such as pop-up barriers and their associated infrastructure requirements) may require a DuPage County Stormwater Permit. V3 shall prepare the permit submittal documentation, including necessary calculations and exhibits, and submit to the City of Wheaton for a stormwater permit.

If installation of any measure is determined to be a development for which stormwater detention is required, then the detention requirement shall be met through use of the excess detention currently location on-site at the East Fairgrounds Pond. No stormwater modeling or detention design is anticipated and these services are excluded from this scope.

Impacts to Special Management Areas (floodplain, floodway, wetland, waters, buffers) are not anticipated and services to comply with the Special Management Area portions of the Ordinance and City Code are excluded, but may be provided as an Additional Service.

- E. Prioritization Plan: V3 shall develop a prioritization plan to assist the County in understanding and identifying:
- Which buildings and openings are highest priority to protect
 - How the floodproofing improvements could be phased for construction, in light of the County's priorities for floodproofing, and funding opportunities or constraints
 - If there are methods that could be deployed in case of an emergency, before the full floodproofing work is constructed. For example, understanding where sandbags or similar measures could be implemented for protection, as an interim measure.
- F. 100% Plans and Construction Documents: Advance the 60% plans to 100% final plans for inclusion in the Construction Documents. The expected plan sheets are as described above. These services shall also include preparation of:
- Special Provisions: Prepare Special Provisions for items that are not covered by the standard specifications which are incorporated by reference (such as IDOT Standard Specifications, etc).
 - Engineer's Estimated Opinion of Probable Construction Cost
 - Two submittals shall be prepared: 95% submittal, and 100% submittal.
 - Front-end bid documents (such as forms for bidders) are excluded and will be prepared by the County.
 - Prepare ILNR10 NOI permit for submittal to IEPA by the Contractor.
- G. Bidding Services: Attend one pre-bid meeting attended by the Project Manager. Provide bidding services which include coordinating with Procurement to respond to contractor inquiries during bidding, and running the pre-bid meeting. Bid tabulations, checking references, determining lowest

bidder, and dealing with any discrepancies or bidders who are determined to be non-responsive are excluded but can be provided as an Additional Service.

- **Task 40 excludes** geotechnical investigations, environmental investigations, CCDD screening or certification, lighting, pavement design (except for simple restoration of pavement associated with floodproofing improvements), general landscaping (except for in-kind simple restoration of landscaping associated with floodproofing improvements), floodway/floodplain permitting (including site-specific floodplain permitting), ecological services, structural engineering, pump station design, mechanical design, and electrical design, in addition to other items specifically mentioned within Task 40. If needed, these items may be provided as an Additional Service.
- **Task 41: On-Call Services.** If desired, V3 shall provide additional engineering services to respond to issues or requests related to this contract but not foreseen at the initiation of the contract. This may include Resident Engineering and construction support services. No work shall be performed under this task unless directed by the County. Work shall be performed on a time and material basis not to exceed the limit of this task.

The estimated fees for each Task are as follows.

Task	Manhours	Fee
Task 40 - 100% Engineering Design, Construction Plans and Permitting for Floodproofing Measures		
East Campus	1,090	\$154,980
West Campus	1,020	\$144,980
Task 41 – On Call Services		\$93,200
Direct Costs		\$1,000
TOTAL (All Tasks, plus RDC)	2,110	\$394,160

Permit fees are excluded from these services and shall be paid directly by DuPage County, if required.

For Task 40, the fee is shown split between East Campus and West Campus for convenience and for understanding; this work will be combined as a single task. It is assumed that a single plan set is prepared for all improvements on east and west campus combined, for economies of scale.

All work will be performed on a time and materials basis based on a 2.8 multiplier and using the billing rates shown in Exhibit C.

The duration of this work is expected to be performed largely in 2025. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year, beginning January 1, based on the annual consumer price index increase shown for the Chicago- Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT (which is \$86/hour for 2024). Additionally, the maximum contract fees shown above shall be increased on an annual basis to reflect the same annual consumer price index increase.

EXHIBIT B

DELIVERABLES

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

Deliverables for Task 40: 100% Engineering Design, Construction Plans and Permitting for Floodproofing Measures:

- Updated February 2024 memo Tables 1 and 3, and Exhibits 0a, B.1, B.2, B.3, electronically as PDF.
- Meeting agenda and meeting minutes
- 60% design plans, electronically as PDF
- 60% Engineer's estimated opinion of probable cost, electronically as PDF and Excel
- "Tabbed" Permit application (addendum to existing permit), electronically as PDF and as hard copy, submitted to Winfield or Wheaton for review, and submitted to DuPage County for special management area review
- Prioritization Plan, electronically as PDF
- 95% Plan (draft 100% Plan) Submittal, electronically as PDF
- 100% Plan Submittal, electronically as PDF
- Special Provisions, electronically as PDF and Word
- 100% Engineer's Estimated Opinion of Probable Construction Cost, electronically as PDF and Excel
- ILNR10 NOI permit, submitted electronically to IEPA

Deliverables for Task 41 On-Call Services

- To be determined, based on services requested, and dependent on type of service(s)

Exhibit C

**V3 COMPANIES, LTD.
2025 Billing Rate Ranges
for
Campus Stormwater Engineering, Phase 4**

Labor Category	Hourly Wage Rate Range		Multiplier 2.80	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Administration I	\$13.00	\$30.45		\$36.40	\$85.26
Administration II	\$23.49	\$44.94		\$65.77	\$125.83
Administration III	\$25.85	\$60.09		\$72.38	\$168.26
Administration IV	\$34.81	\$72.11		\$97.47	\$201.92
Civil Designer I	\$33.62	\$41.80		\$94.12	\$117.04
Construction Administrator II	\$35.98	\$54.78		\$100.74	\$153.38
Construction Administrator III	\$45.52	\$61.87		\$127.46	\$173.22
Construction Technician III	\$41.92	\$45.07		\$117.38	\$126.18
Design Technician	\$24.00	\$54.00		\$67.20	\$151.20
Director	\$78.04	\$86.00		\$218.51	\$240.80
Engineer I	\$34.00	\$42.67		\$95.20	\$119.48
Engineer II	\$35.22	\$45.29		\$98.62	\$126.80
Engineer III	\$39.76	\$52.50		\$111.33	\$147.00
Estimating Technician	\$29.98	\$32.53		\$83.94	\$91.08
Field Ecologist I	\$19.50	\$24.92		\$54.60	\$69.77
Field Ecologist II	\$21.72	\$25.35		\$60.82	\$70.97
Field Ecologist III	\$24.33	\$31.58		\$68.12	\$88.44
Field Technician	\$17.70	\$20.65		\$49.56	\$57.83
Landscape Architect I	\$37.91	\$44.42		\$106.15	\$124.36
Landscape Architect III	\$43.40	\$50.73		\$121.52	\$142.03
Landscape Designer I	\$29.00	\$41.80		\$81.20	\$117.04
Landscape Designer II	\$37.81	\$44.42		\$105.87	\$124.36
Landscape Designer III	\$38.18	\$50.00		\$106.91	\$140.00
Operations Director	\$75.30	\$80.12		\$210.84	\$224.32
Operator	\$24.00	\$46.00		\$67.20	\$128.80
Principal	\$85.00	\$86.00		\$238.00	\$240.80
Project Coordinator	\$26.27	\$28.63		\$73.56	\$80.17
Project Engineer I	\$41.36	\$54.86		\$115.81	\$153.62
Project Engineer II	\$43.35	\$64.00		\$121.38	\$179.19
Project Manager I	\$33.62	\$72.38		\$94.12	\$202.65
Project Manager II	\$39.57	\$72.45		\$110.80	\$202.86
Project Scientist I	\$36.02	\$47.22		\$100.86	\$132.21
Project Scientist II	\$39.62	\$52.51		\$110.94	\$147.03
Project Surveyor I	\$30.76	\$33.78		\$86.13	\$94.58
Project Surveyor II	\$28.40	\$46.13		\$79.52	\$129.15
Project Surveyor III	\$32.78	\$52.85		\$91.78	\$147.98
Resident Construction Manager I	\$51.75	\$71.87		\$144.90	\$201.24
Resident Construction Manager II	\$63.87	\$78.67		\$178.84	\$220.26
Resident Engineer I	\$35.00	\$66.71		\$98.00	\$186.78
Resident Engineer II	\$65.70	\$86.00		\$183.96	\$240.80
Scientist I	\$27.27	\$29.68		\$76.36	\$83.11
Scientist II	\$26.05	\$34.18		\$72.94	\$95.70

Exhibit C

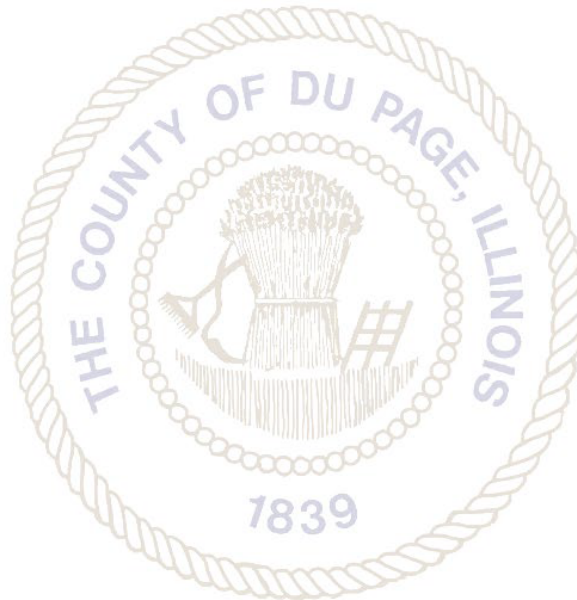
**V3 COMPANIES, LTD.
2025 Billing Rate Ranges
for
Campus Stormwater Engineering, Phase 4**

Labor Category	Hourly Wage Rate Range		Multiplier	Hourly Billing Rate Range	
	Min of Cost Rate	Max of Cost Rate		Min of Multiplier Rate	Max of Multiplier Rate
Scientist III	\$30.74	\$49.66	2.80	\$86.07	\$139.05
Senior Administration	\$52.85	\$86.00		\$147.98	\$240.80
Senior Construction Technician	\$39.41	\$59.04		\$110.35	\$165.32
Senior Design Technician	\$37.30	\$40.22		\$104.44	\$112.60
Senior Estimator	\$70.37	\$74.94		\$197.04	\$209.83
Senior Landscape Architect	\$44.00	\$68.25		\$123.20	\$191.10
Senior Project Engineer	\$48.78	\$68.25		\$136.58	\$191.10
Senior Project Manager	\$34.17	\$86.00		\$95.68	\$240.80
Senior Project Manager - CE	\$72.42	\$86.00		\$202.78	\$240.80
Senior Project Manager - TM	\$70.95	\$86.00		\$198.66	\$240.80
Senior Resident Construction Manager	\$80.56	\$86.00		\$225.57	\$240.80
Superintendent	\$33.40	\$70.81		\$93.52	\$198.27
Survey Crew	\$20.00	\$65.71		\$56.00	\$183.99
Technician I	\$16.00	\$24.54		\$44.80	\$68.71
Technician II	\$23.00	\$55.68		\$64.40	\$155.91
Technician III	\$23.00	\$65.71		\$64.40	\$183.99

These rates are shown for 2025. The maximum cost is currently shown based on the 2024 IDOT maximum rate of \$86; this maximum rate shall be adjusted in 2025 to reflect the 2025 IDOT maximum rate. The maximum rates for each labor classification shown in the billing rate schedule in Exhibit C shall be adjusted each year after 2025, beginning January 1 2026, based on the annual consumer price index increase shown for the Chicago-Naperville-Elgin area as published by the U.S. Bureau of Labor Statistics, except that no hourly labor rate shall exceed the maximum rate established by IDOT for that calendar year. Additionally, the maximum contract fees shall be increased on an annual basis beginning in 2026 to reflect the same annual consumer price index increase.

Exhibit C Notes

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





Required Vendor Ethics Disclosure Statement

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

Date: Jul 31, 2024

Bid/Contract/PO #: _____

Company Name: V3 Companies	Company Contact: Jennifer Maercklein
Contact Phone: 630.333.6646	Contact Email: jmaercklein@v3co.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 Signature on File
 Printed Name Derrick Martin
 Title Natural Resources Group Leader
 Date Jul 31, 2024

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



Public Works Change Order with Resolution

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

File #: PW-CO-0004-24

Agenda Date: 8/20/2024

Agenda #: 9.A.

AMENDMENT TO COUNTY CONTRACT 5312-0001 SERV
ISSUED TO COMMONWEALTH EDISON COMPANY
TO PROVIDE ELECTRICITY FOR PUBLIC WORKS FACILITIES
FOR PUBLIC WORKS
(INCREASE ENCUMBRANCE \$10,000, 0.68%)

WHEREAS, County Contract 5312-0001 SERV was approved by the Public Works Committee on June 8, 2021; and

WHEREAS, the Public Works Committee recommends changes as stated in the Change Order Notice to County Contract 5312-0001 SERV, issued to Commonwealth Edison Company, to provide Electricity for Public Works Facilities, for Public Works, to pay outstanding invoices for electricity supply and delivery charges and increase the contract by \$10,000 resulting in an amended contract total of \$1,478,000, an increase of 0.68%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 5312-0001 SERV, issued to Commonwealth Edison Company, to provide Electricity for Public Works Facilities for Public Works, to pay outstanding invoices for electricity supply and delivery charges and increase the contract by \$10,000 resulting in an amended contract total of \$1,478,000, an increase of 0.68%.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

PW 8/20
 FI + CB 8/27



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 1, 2024

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5312SERV	Original Purchase Order Date: Jun 8, 2021	Change Order #: 4	Department: Public Works
Vendor Name: COMMONWEALTH EDISON COMPANY		Vendor #: 10023	Dept Contact: Drew J. Cormican

Background and/or Reason for Change Order Request: Increase contract total by \$10,000.00. Increase line 1 2000-2555-53210 by \$10,000.00.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE		
A	Starting contract value	\$1,168,000.00
B	Net \$ change for previous Change Orders	\$300,000.00
C	Current contract amount (A + B)	\$1,468,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$10,000.00
E	New contract amount (C + D)	\$1,478,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.68%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	26.54%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

Prepared By (Initials) <u>[Redacted]</u>	Phone Ext _____	Date <u>8/1/24</u>	Recommended for Approval (Initials) <u>[Redacted]</u>	Phone Ext _____	Date <u>8/1/2024</u>
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REVIEWED BY (Initials Only)

Buyer _____	Date _____	Procurement Officer <u>[Signature]</u>	Date <u>8/12/2024</u>
Chief Financial Officer _____	Date _____	Chairman's Office _____	Date _____
(Decision Memos Over \$25,000)		(Decision Memos Over \$25,000)	



Decision Memo

Procurement Services Division

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

Date: Aug 1, 2024

MinuteTraQ (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Public Works	Department Contact: Drew Cormican
Contact Email: drew.cormican@dupagecounty.gov	Contact Phone: 630-985-7400
Vendor Name: Commonwealth Edison Company	Vendor #: 10023

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

Approve total contract increase of \$10,000.00 for a new contract total of \$1,478,000.00 with Commonwealth Edison Company. This increase is due to the the County switching over at the end of May to Com Ed Supplying and Delivering electricity to all County Facilities, including Public Works locations.

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

This increase is required to pay bills from Com Ed for energy supply and distribution through the contract ending on 6/8/24 due to the switch from a contracted rate to the Com Ed hourly rate.

Strategic Impact

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

Com Ed supplies and distributes electricity to operate all Public Works Facilities and is required for operations.

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

The original purchase order was awarded to Com Ed on June 8th, 2021 to distribute electricity to operate all Public Works Facilities.

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

- 1) Approve contract increase in the amount of \$10,000.00. Recommended due to the need to operate all Public Works Facilities.
- 2) There is not a realistic second option as our facilities are reliant on Com Ed for electricity supply and distribution.

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

\$10,000.00 will be removed from line 2000-2555-53210.

An updated Vendor Ethics Disclosure form has been requested.



Public Works Change Order with Resolution

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

File #: PW-CO-0005-24

Agenda Date: 8/20/2024

Agenda #: 9.B.

AMENDMENT TO COUNTY CONTRACT 5482-0001 SERV
ISSUED TO LAI, LTD.
TO PROVIDE DEZURIK VALVES AND REPLACEMENT PARTS
FOR PUBLIC WORKS
(INCREASE ENCUMBRANCE \$20,000, 24.39%)

WHEREAS, County Contract 5482-0001 SERV was approved by the Public Works committee on October 27, 2021; and

WHEREAS, the Public Works committee recommends changes as stated in the Change Order Notice to County Contract 5482-0001 SERV, issued to LAI, Ltd., to provide DeZurik Valves and Replacement Parts, for Public Works, due to DeZurik Valves reaching end of life at the Woodridge Greene Valley Wastewater Treatment Plant and increase the contract by \$20,000 resulting in an amended contract total of \$102,000, an increase of 24.39%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 5482-0001 SERV, issued to LAI, Ltd., to provide DeZurik Valve and Replacement Parts for Public Works, due to DeZurik Valves reaching end of life at the Woodridge Greene Valley Wastewater Treatment Plant and increase the contract by \$20,000, resulting in an amended contract total of \$102,000, an increase of 24.39%.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

PW 8/20
FI + OB 8/27



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 30, 2024

MinuteTraq (IQM2) ID #: N/A

Purchase Order #: 5482SERV	Original Purchase Order Date: Oct 27, 2021	Change Order #: 4	Department: Public Works
Vendor Name: LAI LTD		Vendor #: 11148	Dept Contact: Drew J. Cormican
Background and/or Reason for Change Order Request:	Increase contract total by \$20,000.00. Increase line 1 2000-2555-52250 by \$20,000.00 to procure valves that have reached end of life for Woodridge WWTP.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$80,000.00
B	Net \$ change for previous Change Orders	\$2,000.00
C	Current contract amount (A + B)	\$82,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$20,000.00
E	New contract amount (C + D)	\$102,000.00
F	Percent of current contract value this Change Order represents (D / C)	24.39%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	27.50%

DECISION MEMO NOT REQUIRED

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

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

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

DECISION MEMO REQUIRED

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

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

OTHER - explain below: _____

Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
		7/30/24			7/31/24

REVIEWED BY (Initials Only)

Buyer	Date	Procurement Officer	Date
			8/12/2024
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date



Decision Memo
Procurement Services Division

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

Date: Jul 30, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: DuPage County Public Works	Department Contact: Drew Cormican
Contact Email: drew.cormican@dupagecounty.gov	Contact Phone: 630.985.7400
Vendor Name: LAI, LTD	Vendor #: 11148

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
 Approve contract increase of \$20,000.00 for procured Zurik valves that have reached end of life at the Woodridge Wastewater Treatment Plant.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 A contract increase totaling \$20,000.00 is necessary to pay outstanding invoices for procured valves that have reached end of life through LAI, LTD. After consideration, it was necessary to replace the valves and not wait until a new contract was put in place due to the possible downstream issues from the existing valves.

Strategic Impact
 Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 Replacement of Dezurik Valves at DuPage County Wastewater Treatment Plants are necessary due to age and reliability. Many of the valves at the WWTP's are original to the plants and are roughly 30-40 years old. Replacement is required due to age and possible downstream issues as a result of failing valves.

Source Selection/Vetting Information - Describe method used to select source.
 LAI, LTD is the sole source provider for DeZurik Valves. LAI, LTD was provided purchase order number #5482SERV on 10/27/2021 for DeZurik Valves and repair parts.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 1. Approve contract increase of \$20,000.00 to pay outstanding invoices for procured valves that have reached end of life.
 2. Do not approve contract increase. Not recommended due to items already being procured and invoices are outstanding.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
 \$20,000.00 will be removed from 2000-2555-52250.



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: Jul 3, 2024

Bid/Contract/PO #: _____

Company Name: LAI, Ltd	Company Contact: Richard Hussey
Contact Phone: 847.392.0990	Contact Email: RHussey@LAI-Ltd.com

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

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

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

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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature _____
 Printed Name Richard Hussey
 Title Vice President
 Date July 3, 2024

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



Public Works Requisition under \$30,000

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

File #: 24-2227

Agenda Date: 8/20/2024

Agenda #: 10.A.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$25,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Dorner Company	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: John Adams
VENDOR CONTACT: Jim Ozimek	VENDOR CONTACT PHONE: 219-406-5022	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: jonathan.adams@dupagecounty.gov
VENDOR CONTACT EMAIL: JOzimek@dornerco.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.). The current 10" Cla-Val Valve is discontinued and beyond life and requires replacement. Approval is being requested for new 10" valve from sole source to replace the old valve within the distribution system. The new 10" Cla-Val valve is of like-kind for other similar valves in other water systems.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Current valve is 20-30 years old and replacement parts are discontinued. The valve is not working properly. Replacement necessary to ensure adequate distribution supply pressures for subdivision and prevent water main breaks.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. The 10" Cla-Val Valve is discontinued and beyond life and requires replacement. The current Cla-Val has been in operation for more than 30-years and is in need of replacement.
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. Additional quotes were requested from another supplier, but only alternatives came back or the item was no-quoted due to the sole-source distributor.
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. Per Cla-Val, Dorner Company is the sole-source distributor for Cla-Val Valve components and parts.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Dorner Company	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Jim Ozimek	Email: JOzimek@dornerco.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: PO Box 189	City: Sussex	Address: 7900 S. Rt. 53	City: Woodridge
State: WI	Zip: 53089-0189	State: IL	Zip: 60517
Phone: 219-406-5022	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#: Same as Above	Dept: Same as Above	Division: Same as Above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 27, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Drew Cormican			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Supply and delivery of the 10" Cla-Val per proposal number Q1685cldu.	FY24	2000	2640	52250		21,500.00	21,500.00
2	1	EA		Service tech for installation and troubleshooting as required per proposal number Q1685cldu.	FY24	2000	2640	53300		3,500.00	3,500.00
										Requisition Total	\$ 25,000.00

FY is required, assure the correct FY is selected.

<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



24W500 Maple Ave., Suite 203E
Naperville, IL 60540
Office Phone: 331-814-3936
Email: acaselli@cla-val.com

Cla-Val Company

To: John Adams – Principal Water Operator **From:** ANDY CASELLI

DuPage County Public Works **Pages: 1**

Date: August 14, 2024 **Copy To:**

Re: Cla-Val Control Valves for DuPage County Public Works – For Year 2024

Dear John,

This letter is to confirm that Dorner Company, now a sales agent/rep. for Cla-Val, is the exclusive supplier for all existing or new valves of ours within DuPage County of the State of Illinois. Our proposal is for Dorner to inspect, quote and either work-on or convert valves of ours at the County’s request, with this work being completed by Dorner Co. with all new Cla-Val valves, controls, parts, and kits.

Any further questions can be directed to me if necessary.

Regards,
Andy Caselli
District Sales Mgr.
Cla-Val Company
Naperville, IL office

Markets

Field Service

Link2Valves

Piping Systems

Cla-Tools

Intelligent Valves

Cla-Val University

Resources

Company

Careers

Contact Us

Search here..



Home – Contact Us – Find a Rep – US Midwest

US – Midwest

Illinois



Name: Robb White (Sales and Field Service Rep)

Company: ESI Water

Phone: 816-468-9119

Address: 10935 Kaw Drive

City: Edwardsville, KS

Country: US

Zip: 66111

Fax: 816-468-9199

Email: rwhite@esewater.com

Field Service Email: [Field Service Reps](#)

Website: <http://www.esewater.com/>

Notes: Covering Southern Illinois



Name: Steve McMahon

Company: Dorner Company

Phone: 262-932-2100

Address: N61 W23043 Silver Spring Drive

City: Sussex, WI

Country: US

Zip: 53089

Fax: 262-932-2101

Email: smcmahon@dornerco.com

Website: <https://dornerco.com/>

Notes: Covering the Northern Half of Illinois with the exception of counties Calhoun, Greene, Macoupin, Montgomery, Fayette, Effingham, Jasper, Crawford and all counties south.

Indiana



Name: Jim Graber (Direct Cla-Val Sales)

Company: Cla-Val

Phone: 440-523-0496

Address: 2648 Medina Road

City: Medina, OH

Country: US

Zip: 44256

Email: jgraber@cla-val.com

Website: <https://www.cla-val.com/>



Name: Steve McMahon (Sales and Field Service Rep)

Company: Dorner Company

Phone: 262-932-2100

Address: N61 W23043 Silver Spring Drive

City: Sussex, WI

Country: US

Zip: 53089

Fax: 262-932-2101

Email: smcmahon@dornerco.com

Website: <https://dornerco.com/>

Notes: Covering 3 counties: Lake, Porter and LaPorte



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: Aug 6, 2024

Bid/Contract/PO #: _____

Company Name: <u>Dorner Company</u>	Company Contact: <u>Jim Ozimek</u>
Contact Phone: <u>219-406-5022</u>	Contact Email: <u>jozimek@dornerco.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, 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.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signatur [Redacted]

Printed Name James Ozimek

Title Territory Manager

Date Aug 6, 2024

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

DORNER QUOTATION

To: DuPage County Public Works
Attn: Jonathan Adams
Ref: Cla-Val 90-01 Quote

Date: 7/23/2024
Proposal No: Q1685cldu-1
Page: one of one
Industry Code: 9999

FOB: Factory
Terms: Local Government Pay Act 50 ILCS 505
Delivery: Will Advise

Make Order To: Dorner Company
N61 W23043 Silver Spring Dr.
Sussex, WI 53089
Phone No: (262) 932-2115 ext. 4118
Fax No: (262) 932-2101

Sales Contact: Jim Ozimek
Prepared By: Nathan Genrich

Item	Quan.	Description	Unit Price	Total
1	1	10" Cla-Val Model 90-01 Pressure Reducing Valve, Includes: Ductile Iron Body, SS Trim, 150# Flanged Globe Pattern, Epoxy Coating, X101C Position Indicator, Inlet and Outlet Gauges, Braided SS Pilot System with 15-75 PSI CRD, Open and Close Speed Control, X 43 "Y" Strainer Model #: 90-01BCSVYKC	\$ 19,944	\$ 19,944
2	1	Includes Dorner Service: 1 Tech / 1 Day	\$ 1,750	\$ 1,750
Total				\$ 21,694

Notes: Prices quoted are FOB Factory with freight pre-pay + add. Quote valid for 60 days. Delivery times are estimated and are not guaranteed.



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0020-24

Agenda Date: 8/20/2024

Agenda #: 11.A.

AWARDING RESOLUTION
ISSUED TO INSITUFORM TECHNOLOGIES, INC.
FOR SAND BLASTING, PRIMING, AND SPRAY REHABILITATING
THE EMERALD LIFT STATION
(CONTRACT TOTAL NOT TO EXCEED \$172,110.00)

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and the State of Illinois, the County of DuPage will contract with Insituform Technologies, Inc.; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract for Sand Blasting, Priming, and Spray Rehabilitating the Emerald Lift Station, for Public Works, for the period of August 27, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED, that County Contract, covering said, for and Blasting, Priming, and Spray Rehabilitating the Emerald Lift Station, for Public Works, for the period of August 27, 2024 through June 30, 2025, is hereby approved for issuance of a contract by the Procurement Division to Insituform Technologies, Inc., 1334 Enterprise Drive, Romeoville, Illinois 60446, for a total contract amount not to exceed \$172,110.00. Contract pursuant to the Intergovernmental Cooperation Act (Omnia Contract #23-065-PW).

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 23-065-PW	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$172,110.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 08/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$172,110.00
	CURRENT TERM TOTAL COST: \$172,110.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Insituform Technologies, Inc.	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Kevin Coburn	VENDOR CONTACT PHONE: 630-842-8539	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: kcoburn@azuria.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 to sand blast, primer, and spray rehabilitate the Emerald Lift Station. This is to extend the life by 40-50 years from the already 25-year old structure, wet-well, and valve vault. Spray Rehabilitation is a more cost effective option than replacing pipe or lift stations, and extends the useful life of the lift station.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DuPage County Public Works will benefit from Spray Rehabilitation, Trenchless Rehabilitation, and Maintenance of Pipeline Infrastructure on a project by project bases. This will extend the useful life of the Emerald Lift Station by 40-50 years when proper surface preparation and epoxy application is performed on the structural steel components, which Insituform specializes in. This will decrease overall maintenance costs and increasing quality of flow within the Emerald Lift Station.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Omnia Contract with the County of DuPage as the lead for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure
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. Recommended to move forward with the proposal for project #1- Emerald Lift Station, Sand Blasting, Primer Preparation, and Spray Rehabilitation, through Insituform. 2. Do not rehabilitate the Emerald Lift Station. Not recommended due to increasing costs and frequency for repairs. 3. Do not approve purchase at this time. Not recommended due to the impact on the system and preallocated budget.

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: Insituform Technologies, Inc.	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Kevin Coburn	Email: kcoburn@azuria.com	Attn: Magda	Email: pwaccountspayable@dupagecount y.gov
Address: 1334 Enterprise Drive	City: Romeoville	Address: 7900 S. Rt 53	City: Woodridge
State: IL	Zip: 60446	State: IL	Zip: 60517
Phone: 630-842-8539	Fax: 708-478-4871	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same As Above	Vendor#: Same As Above	Dept: Same As Above	Division: Same As Above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 27, 2024	Contract End Date (PO25): Jun 30, 2025
Contract Administrator (PO25): Drew Cormican			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Sand Blast, Prime, and Spray Rehabilitation to be completed on the Emerald Lift Station per Omnia Contract #23-065-PW	FY24	2000	2555	54070		172,110.00	172,110.00
										Requisition Total	\$ 172,110.00

FY is required, assure the correct FY is selected.

<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



Worldwide Pipeline
Rehabilitation

1334 Enterprise Drive
Romeoville, IL 60446

Cell: 630-842-8539
Fax: 708-478-4871
kcoburn@azuria.com

DuPage County Public Works
Sean Reese – Manager of Public Works Operations
7900 S. Route 53
Woodridge, IL 60517
Via Email: Sean.Reese@dupagecounty.gov

August 12, 2024

Re: DuPage County Project #1 Emerald Lift Station Proposal – Omnia Contract #23-065 PW

Insituform Technologies USA, LLC. (Contractor) will provide services to complete the following Insituform® work on the above referenced project:

Scope of Work:

Item	Description	QTY	Unit	Unit Price	Total
508	Travel and Mobilization	1	LS	\$ 13,000.00	\$ 13,000.00
382	MH/Structure - (Sand Blasting & Primer Preparation)	537.0	SQFT	\$ 105.00	\$ 56,385.00
382	MH/Structure - Spray Rehabilitation	537.0	SQFT	\$ 125.00	\$ 67,125.00
92	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	\$ 14,000.00	\$ 14,000.00
110	Bypass Pump Watch Labor	9	Days	\$ 2,400.00	\$ 21,600.00
Total					\$ 172,110.00

Note: This proposal accounts for the two 4” diameter, 10’ long pipes remaining in place and spraying those pipes.

- Included:
 - Sandblasting, Primer (N69F) and epoxy coating (Epoxytec 456)
- By others:
 - All lift station and valve box components are to be removed prior to our arrival.
 - All pipe demo, pump removal, electrical, and installation of new piping and equipment.
 - The system must be dewatered prior to arrival.
 - Provide an adequate water supply (i.e., fire hydrant, water truck, etc.) for the Combo Unit (ITI equipment carries 2.5” NH Couplings. If the hookup requires something other than this, please notify prior to arrival).
- All materials are to be applied per the manufacturer’s specifications.

Note: All work will be completed in accordance with the specifications and bid documents entitled County of DuPage/Omnia Contract #23-065 PW TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE 23-065-PW bid on 11/28/23.

Sincerely,
INSITUFORM TECHNOLOGIES USA, LLC.



Kevin Coburn, Vice President of Sales, Midwest & NE, Cell – 630-842-8539

DuPage County

Signed: _____

Printed Name/Title: _____ Date: _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other contract document it shall not be acknowledged without this accepted proposal as an attachment.

Accepted By: Insituform Technologies USA, LLC.

By: _____

Date: _____



Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure
Executive Summary

Lead Agency: County of DuPage, IL

Solicitation: 23-065-PW

RFP Issued: October 19, 2023

Pre-Proposal Date: PRE-PROPOSAL DATE

Response Due Date: November 28, 2023

Proposals Received: #3

Awarded to: Insituform Technologies, LLC and Insituform Technologies USA, LLC

The County of DuPage, IL Department of Procurement issued RFP 23-065-PW on October 19, 2023, to establish a national cooperative contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure.

The solicitation included cooperative purchasing language in Section 6 – Scope of Services:

DuPage County, IL, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. DuPage County, IL is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- County of DuPage, IL website
- OMNIA Partners website
- USA Today, nationwide
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Daily Journal of Commerce, OR
- The State, SC

- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal, NV
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Illinois Disadvantage Business Enterprise lists were used in the outreach process.

On November 28, 2023 proposals were received from the following offerors:

- Insituform Technologies, LLC
- Insituform Technologies USA, LLC
- Hoerr Construction, INC.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Insituform Technologies, LLC and Insituform Technologies USA, LLC and proceeded with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The County of DuPage, IL, OMNIA Partners and both Insituform Technologies, LLC and Insituform Technologies USA, LLC successfully negotiated contracts, and the County of DuPage, IL executed the agreements with a contract effective of February 13, 2024.

Contract includes:

- CIPP Mainline Rehabilitation Gravity Applications
- Pipebursting Rehabilitation
- Cleaning/TV & Evaluation for Gravity Pipelines
- Bypass for Gravity Pipelines and Associated Items
- Point Repair by Excavation
- Sanitary Manhole Replacement
- HDPE Tight Fitting Liner (IPS diameters)
- Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers
- CIPP Pressure Pipe Lining for Potable and Non-Potable Pressure Pipe
- Pressure Pipeline Bypass
- Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning
- Gravity Sewer Lateral Renewal Systems
- Manhole, Access Portal and Wet Well Renewal Systems
- All Other Underground Construction Items and Supplemental Items
- Fusible PVC Installation by HDD or Other Means
- Right-of-Way Maintenance
- Crew Travel & Mobilization
- Geopolymer Storm Pipe and Culvert Lining

- Flexible Fabric Reinforced Pipe (FFRP) Lining
- Cement Mortar Lining (CML)
- Epoxy Lining (EL)

The suppliers also provided federal funds certifications and language that include CFR 200, Clean Water State Revolving Funds, and Drinking Water State Revolving Funds contract provisions. The language already incorporated into the Master Agreement is available on the OMNIA Partners website for additional review.

Term:

Initial three-year agreement from February 13, 2024 through February 12, 2027 with the option to renew for two (2) one-year periods through February 12, 2029.

Pricing/Discount: Line-item pricing was provided; see pricing sheet for additional details.

NO.	ITEM	UOM	QTY	PRICE
Section A - CIPP Mainline Rehabilitation Gravity Applications				
1	6" x 4.5mm	1	LF	\$ 50.00
2	8" x 6.0mm	1	LF	\$ 45.00
3	10" x 6.0mm	1	LF	\$ 50.00
4	12" x 6.0mm	1	LF	\$ 60.00
5	15" x 7.5mm	1	LF	\$ 75.00
6	18" x 9.0mm	1	LF	\$ 90.00
7	21" x 9.0mm	1	LF	\$ 120.00
8	24" x 10.5mm	1	LF	\$ 145.00
9	27" x 10.5mm	1	LF	\$ 170.00
10	30" x 12.0mm	1	LF	\$ 190.00
11	33" x 12.0mm	1	LF	\$ 210.00
12	36" x 12.0mm	1	LF	\$ 245.00
13	42" x 13.5mm	1	LF	\$ 300.00
14	48" x 15.0mm	1	LF	\$ 430.00
15	54" x 18.0mm	1	LF	\$ 530.00
16	6" & 8" Additional 1.5mm	1	LF	\$ 1.00
17	10" & 12" Additional 1.5mm	1	LF	\$ 6.00
18	15" & 18" Additional 1.5mm	1	LF	\$ 19.00
19	21" & 24" Additional 1.5mm	1	LF	\$ 23.00
20	27" Additional 1.5mm	1	LF	\$ 25.00
21	30" Additional 1.5mm	1	LF	\$ 30.00
22	33" Additional 1.5mm	1	LF	\$ 32.00
23	36" Additional 1.5mm	1	LF	\$ 36.00
24	42" Additional 1.5mm	1	LF	\$ 41.00
25	48" Additional 1.5mm	1	LF	\$ 48.00
26	54" Additional 1.5mm	1	LF	\$ 55.00
27	6" - 12" CIPP Setup Charge Per Install Length	1	LF	\$ 20.00
28	15" - 21" CIPP Setup Charge Per Install Length	1	LF	\$ 30.00
29	24" - 36" CIPP Setup Charge Per Install Length	1	LF	\$ 45.00
30	36" or Larger CIPP Setup Charge Per Install Length	1	LF	\$ 65.00
31	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$ 20.00
32	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$ 30.00
33	Timber/Matting/Rock/Access	1	SY	\$ 250.00
34	CIPP Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$ 25.00
35	Non-Standard Resin System Add-On	1	IN/DIA/FT	\$ 25.00
36	Scaffold setup Non-Standard	1	EA	\$ 15,000.00
37	Steel plate (per plate)	1	Day	\$ 300.00
37.1	Service Reinstatement in 6" - 18"	1	EA	\$ 350.00
37.2	Service Reinstatement in larger than 18"	1	EA	\$ 450.00
Note: Any CIPP over 54" will be on an individual quote basis.				

SECTION A TOTAL:	\$ 19,636.00
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NO.	ITEM	UOM	QTY	PRICE
Section B - Pipebursting Rehabilitation				
38	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 85.00
39	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 90.00
40	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 90.00
41	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 100.00
42	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 115.00
43	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 120.00
44	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 130.00
45	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 140.00
46	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 150.00
47	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 160.00
48	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	1	LF	\$ 190.00
49	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	1	LF	\$ 210.00
50	8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	\$ 20.00
51	16" - 22" Pipeburst Setup Charge Per Install Length	1	LF	\$ 35.00
52	Pipeburst Short Length Add-On (<300 LF)	1	IN/DIA/FT	\$ 25.00
53	Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On	1	IN/DIA/FT	\$ 25.00
54	Pipeburst Lateral Setup Charge	1	EA	\$ 2,000.00

55	Pipeburst Lateral	1	LF	\$	100.00
Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.					
SECTION B TOTAL:				\$	3,785.00

Section C / D - Clean/TV & Evaluation for Gravity Pipelines					
NO.	ITEM	UOM	QTY		PRICE
56	6" Clean and TV	1	LF	\$	7.00
57	8" Clean and TV	1	LF	\$	7.00
58	10" Clean and TV	1	LF	\$	8.00
59	12" Clean and TV	1	LF	\$	10.00
60	15" Clean and TV	1	LF	\$	12.00
61	18" Clean and TV	1	LF	\$	14.00
62	21" Clean and TV	1	LF	\$	15.00
63	24" Clean and TV	1	LF	\$	17.00
64	27" Clean and TV sanitary sewer	1	LF	\$	21.00
65	30" Clean and TV sanitary sewer	1	LF	\$	23.00
66	33" Clean and TV sanitary sewer	1	LF	\$	28.00
67	36" Clean and TV sanitary sewer	1	LF	\$	35.00
68	42" Clean and TV sanitary sewer	1	LF	\$	41.00
69	48" Clean and TV sanitary sewer	1	LF	\$	52.00
70	54" Clean and TV sanitary sewer	1	LF	\$	62.00
71	6" - 18" Post TV Inspection After Rehabilitation	1	LF	\$	5.00
72	21" - 36" Post TV Inspection After Rehabilitation	1	LF	\$	6.00
73	42" or Larger Post TV Inspection After Rehabilitation	1	LF	\$	6.00
74	Re-setup for TV Due to Point Repairs	1	EA	\$	250.00
75	Root/Grease removal 6" - 12"	1	LF	\$	5.00
76	Root/Grease removal 13" - 18"	1	LF	\$	10.00
77	Root/Grease removal 18" - 24"	1	LF	\$	15.00
78	Other Remote Obstruction removal (max. 3 ft)	1	EA	\$	1,500.00
79	Above Ground Physical Inspection	1	LF	\$	5.00
80	Smoke Testing	1	LF	\$	2.00
81	Manhole/Cleanout & Sewer Line Visual Inspection	1	EA	\$	300.00
82	GPS Survey of Manholes & Cleanouts	1	EA	\$	500.00
83	Dyed Water Flooding/Leak Quantification & Evaluation	1	EA	\$	150.00
84	Investigative Float TV - All Sizes	1	LF	\$	15.00
85	Pre-Construction Video/Drone/Photos	1	LF	\$	5.00
86	Float TV	1	LF	\$	8.00
87	Flow Monitoring Meter - Installation	1	EA	\$	1,500.00
88	Flow Monitoring Meter - per meter	1	Day	\$	150.00
89	Rain Gauge - Installation	1	EA	\$	500.00

90	Rain Gauge - per gauge	1	Day	\$	60.00
91	Flow Monitoring - Report	1	EA	\$	5,000.00
				SECTION C / D TOTAL:	\$ 10,344.00

NO.	ITEM	UOM	QTY	PRICE	
Section E - Bypass for Gravity Pipelines and Associated Items					
92	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	\$ 15,000.00	
93	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	\$ 25,000.00	
94	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	\$ 30,000.00	
95	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	\$ 60,000.00	
96	Set Up 4" Pump (Per Pump)	1	EA	\$ 1,000.00	
97	Set Up 6" Pump (Per Pump)	1	EA	\$ 1,500.00	
98	Set Up 8" Pump (Per Pump)	1	EA	\$ 2,500.00	
99	Set Up 12" Pump (Per Pump)	1	EA	\$ 4,000.00	
100	Set Up 4" Piping	1	LF	\$ 10.00	
101	Set Up 6" Piping	1	LF	\$ 25.00	
102	Set Up 8" Piping	1	LF	\$ 40.00	
103	Set Up 12" Piping	1	LF	\$ 50.00	
104	Set Up 18" Piping	1	LF	\$ 70.00	
105	Set Up >18" up to 30" Piping	1	LF	\$ 125.00	
106	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 400.00	
107	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 800.00	
108	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,200.00	
109	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	\$ 1,500.00	
110	Bypass Pump watch labor	1	DAY	\$ 2,750.00	
111	Bypass Line watch labor	1	DAY	\$ 2,350.00	
112	Plug rental 8" - 15"	1	DAY	\$ 350.00	
113	Plug rental 18" - 30"	1	DAY	\$ 750.00	
114	Plug rental >30"	1	DAY	\$ 1,000.00	
115	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	\$ 750.00	
116	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	\$ 750.00	
117	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$ 200.00	
118	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$ 250.00	
119	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$ 300.00	
120	Bypass Plan (3rd Party Certified)	1	EA	\$ 3,000.00	
				SUM TOTAL SECTION E:	\$ 155,670.00

NO.	ITEM	UOM	QTY	PRICE
Section F - Point Repair by Excavation				
121	8" - 12" Point repair (0'- 8' deep)	1	EA	\$ 6,500.00
122	8" - 12" Point repair (8'- 12' deep)	1	EA	\$ 8,000.00
123	15" - 18" Point repair (0'-8' deep)	1	EA	\$ 9,000.00
124	15" - 18" Point repair (8'-12' deep)	1	EA	\$ 10,000.00
125	21" - 24" Point repair (0'-8' deep)	1	EA	\$ 12,000.00
126	21" - 24" Point repair (8'-12' deep)	1	EA	\$ 15,000.00
127	8" - 12" Point repair extra length	1	LF	\$ 300.00
128	15" - 18" Point repair extra length	1	LF	\$ 400.00
129	21" - 24" Point repair extra length	1	LF	\$ 500.00
130	External reconnect (0'- 8' deep)	1	EA	\$ 2,000.00
131	External reconnect (8'- 12' deep)	1	EA	\$ 2,500.00
132	Extra length service over 5' long	1	LF	\$ 75.00
133	Access Pit (0'-8' deep)	1	EA	\$ 20,000.00
134	Access Pit (8'-12' deep)	1	EA	\$ 25,000.00
135	Access Pit (>12'-15' deep)	1	EA	\$ 35,000.00
136	Access Pit (>15'-20' deep)	1	EA	\$ 50,000.00
137	Extra Depth Access Pit (>20VF)	1	VF	\$ 5,750.00

138	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	\$	2,000.00
139	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	\$	2,500.00
140	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	\$	3,500.00
141	Trench safety	1	LF	\$	25.00
142	Modified Trench safety (other than conventional shore boxes)	1	VF	\$	500.00
143	Special shoring - Cofferdam	1	EA	\$	25,000.00
144	Install New 4' DIA manhole 0' - 6' deep	1	EA	\$	10,000.00
145	Extra depth 4' DIA manhole over 6' deep	1	VF	\$	600.00
146	Install New 5' DIA manhole 0' - 6' deep	1	EA	\$	15,000.00
147	Extra depth 5' DIA manhole over 6' deep	1	VF	\$	1,000.00
148	Install New 6' DIA manhole 0' - 6' deep	1	EA	\$	25,000.00
149	Extra depth 6' DIA manhole over 6' deep	1	VF	\$	1,250.00
150	R/R MH cone	1	EA	\$	10,000.00
151	Install WW Access Chamber	1	EA	\$	6,000.00
152	Remove existing MH 0'-6' deep	1	EA	\$	3,000.00
153	Extra depth Remove existing MH >6' deep	1	VF	\$	600.00
154	Reconstruct external MH drop	1	EA	\$	8,500.00
155	Cement stabilized sand	1	Ton	\$	200.00
156	Granular backfill	1	Ton	\$	100.00
157	Flowable Fill	1	CY	\$	250.00
158	Select backfill as designated by Owner	1	Ton	\$	100.00
159	Dewatering setup (well pointing)	1	EA	\$	12,000.00
160	Well point	1	LF	\$	900.00
161	Construction entrance	1	EA	\$	9,000.00
162	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	\$	100.00
163	Extra hand excavation	1	CY	\$	100.00
164	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	\$	250.00
165	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	\$	300.00
166	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	\$	400.00
167	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	\$	500.00
168	Open Cut Extra Depth Add-On	1	LF	\$	250.00
Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.					
SUM TOTAL SECTION F:				\$	340,950.00

NO.	ITEM	UOM	QTY	PRICE
Section G - Sanitary Manhole Replacement				
169	Internal reconnects	1	EA	\$ 350.00
170	Man Entry Internal reconnects	1	EA	\$ 1,000.00
171	Remove and replace cleanout	1	EA	\$ 5,000.00
172	Repair/Rehab 2" Asphalt pavement	1	SY	\$ 250.00
173	Repair/Rehab 8" Flex base	1	SY	\$ 100.00
174	Repair/Rehab 8" Concrete pavement	1	SY	\$ 400.00
175	Repair/Rehab 6" Concrete driveway	1	SF	\$ 70.00
176	Repair/Rehab 4" Concrete sidewalk	1	SF	\$ 45.00
177	Repair/Rehab Concrete curb and gutter	1	LF	\$ 75.00
178	Sod	1	SY	\$ 25.00
179	Hydromulch	1	SY	\$ 10.00
180	Top soil	1	CY	\$ 80.00
181	Grading	1	SY	\$ 100.00
182	Repair/Rehab chain link fence with new	1	LF	\$ 75.00
183	Repair/Rehab wooden fence with new	1	LF	\$ 75.00
184	Traffic control	1	Day	\$ 1,000.00
185	Traffic control - TXDOT or other State governed agency	1	Day	\$ 3,500.00
186	Flagmen	1	HR	\$ 75.00
187	Traffic Guard - Shadow Vehicle	1	Day	\$ 2,000.00
188	Lighted Arrow Board (Per Arrow Board)	1	Day	\$ 300.00

189	Traffic Control Plan (3rd Party Certified)	1	EA	\$	3,000.00
190	Crane w/ Operator	1	Day	\$	5,000.00
SUM TOTAL SECTION G:				\$	22,530.00

NO.	ITEM	UOM	QTY	PRICE
Section H - HDPE Tight Fitting Liner (IPS diameters)				
191	2" x DR 32.5 Installation of pipe	1	LF	\$ 15.00
192	4" x DR 32.5 Installation of pipe	1	LF	\$ 25.00
193	6" x DR 32.5 Installation of pipe	1	LF	\$ 45.00
194	8" x DR 32.5 Installation of pipe	1	LF	\$ 60.00
195	10" x DR 32.5 Installation of pipe	1	LF	\$ 80.00
196	12" x DR 32.5 Installation of pipe	1	LF	\$ 90.00
197	15" x DR 32.5 Installation of pipe	1	LF	\$ 120.00
198	18" x DR 32.5 Installation of pipe	1	LF	\$ 145.00
199	21" x DR 32.5 Installation of pipe	1	LF	\$ 165.00
200	24" x DR 32.5 Installation of pipe	1	LF	\$ 180.00
201	27" x DR 32.5 Installation of pipe	1	LF	\$ 200.00
202	30" x DR 32.5 Installation of pipe	1	LF	\$ 215.00
203	33" x DR 32.5 Installation of pipe	1	LF	\$ 230.00
204	36" x DR 32.5 Installation of pipe	1	LF	\$ 250.00
205	42" x DR 32.5 Installation of pipe	1	LF	\$ 300.00
206	48" x DR 32.5 Installation of pipe	1	LF	\$ 340.00
207	2" to 4" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 1.75
208	2" to 4" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 1.75
209	5" to 8" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 2.50
210	5" to 8" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 2.50
211	10" & 12" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 3.50
212	10" & 12" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 3.50
213	13" to 16" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 5.00
214	13" to 16" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 5.00
215	18" to 20" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 7.00
216	18" to 20" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 7.00
217	21" to 24" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 10.00
218	21" to 24" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 10.00
219	26" to 30" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 17.00
220	26" to 30" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 17.00
221	32" to 36" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 25.00
222	32" to 36" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 25.00
223	42" to 48" DR standard drop increment (wall increase) PE80 grade	1	LF	\$ 50.00
224	42" to 48" DR standard drop increment (wall increase) PE100 grade	1	LF	\$ 50.00
225	2" to 4" Polyethylene flange	1	EA	\$ 135.00
226	5" to 8" Polyethylene flange	1	EA	\$ 270.00
227	10" & 12" Polyethylene flange	1	EA	\$ 420.00
228	13" to 16" Polyethylene flange	1	EA	\$ 600.00
229	18" to 20" Polyethylene flange	1	EA	\$ 750.00
230	21" to 24" Polyethylene flange	1	EA	\$ 920.00
231	26" to 30" Polyethylene flange	1	EA	\$ 1,250.00
232	32" to 36" Polyethylene flange	1	EA	\$ 1,850.00
233	42" to 48" Polyethylene flange	1	EA	\$ 2,500.00
234	2" to 12" Tite Liner set-up charge Per Install Length	1	LF	\$ 25.00
235	13" to 24" Tite Liner set-up charge Per Install Length	1	LF	\$ 40.00
236	26" to 48" Tite Liner set-up charge Per Install Length	1	LF	\$ 65.00

SUM TOTAL SECTION H:	\$ 11,528.50
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NO.	ITEM	UOM	QTY	PRICE
Section I - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers				
237	30" Basic Repair	1	LF	\$ 6,150.00
238	30" Additional GFRP Layer	1	LF	\$ 225.00
239	30" Additional CFRP Layer	1	LF	\$ 260.00
240	36" Basic Repair	1	LF	\$ 6,400.00
241	36" Additional GFRP Layer	1	LF	\$ 265.00
242	36" Additional CFRP Layer	1	LF	\$ 380.00
243	42" Basic Repair	1	LF	\$ 6,850.00
244	42" Additional GFRP Layer	1	LF	\$ 300.00
245	42" Additional CFRP Layer	1	LF	\$ 500.00
246	48" Basic Repair	1	LF	\$ 7,100.00
247	48" Additional GFRP Layer	1	LF	\$ 340.00
248	48" Additional CFRP Layer	1	LF	\$ 540.00
249	54" Basic Repair	1	LF	\$ 7,500.00
250	54" Additional GFRP Layer	1	LF	\$ 710.00
251	54" Additional CFRP Layer	1	LF	\$ 910.00
252	60" Basic Repair	1	LF	\$ 8,000.00
253	60" Additional GFRP Layer	1	LF	\$ 740.00
254	60" Additional CFRP Layer	1	LF	\$ 1,000.00
255	66" Basic Repair	1	LF	\$ 8,250.00
256	66" Additional GFRP Layer	1	LF	\$ 765.00
257	66" Additional CFRP Layer	1	LF	\$ 1,100.00

258	72" Basic Repair	1	LF	\$	8,500.00
259	72" Additional GFRP Layer	1	LF	\$	800.00
260	72" Additional CFRP Layer	1	LF	\$	1,150.00
261	84" Basic Repair	1	LF	\$	9,400.00
262	84" Additional GFRP Layer	1	LF	\$	880.00
263	84" Additional CFRP Layer	1	LF	\$	1,250.00
264	96" Basic Repair	1	LF	\$	9,950.00
265	96" Additional GFRP Layer	1	LF	\$	975.00
266	96" Additional CFRP Layer	1	LF	\$	1,330.00
Note: Any FRP pipe repair above 96" is on an individual quote basis					
SUM TOTAL SECTION I:					\$ 92,520.00

NO.	ITEM	UOM	QTY	PRICE
Section J - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe				
Potable Pressure Pipelines				
267	6" Installation of Pressure Pipe Lining	1	LF	\$ 200.00
268	8" Installation of Pressure Pipe Lining	1	LF	\$ 225.00
269	10" Installation of Pressure Pipe Lining	1	LF	\$ 250.00
270	12" Installation of Pressure Pipe Lining	1	LF	\$ 300.00
271	15" Installation of Pressure Pipe Lining	1	LF	\$ 400.00
272	18" Installation of Pressure Pipe Lining	1	LF	\$ 450.00
273	21" Installation of Pressure Pipe Lining	1	LF	\$ 500.00
274	24" Installation of Pressure Pipe Lining	1	LF	\$ 575.00
275	27" Installation of Pressure Pipe Lining	1	LF	\$ 675.00
276	30" Installation of Pressure Pipe Lining	1	LF	\$ 700.00
277	36" Installation of Pressure Pipe Lining	1	LF	\$ 850.00
Non-Potable Pressure Pipelines				
278	6" Reinforced Pressure Pipe Lining	1	LF	\$ 200.00
279	8" Reinforced Pressure Pipe Lining	1	LF	\$ 225.00
280	10" Reinforced Pressure Pipe Lining	1	LF	\$ 250.00
281	12" Reinforced Pressure Pipe Lining	1	LF	\$ 300.00
282	15" Reinforced Pressure Pipe Lining	1	LF	\$ 400.00
283	18" Reinforced Pressure Pipe Lining	1	LF	\$ 450.00
284	21" Reinforced Pressure Pipe Lining	1	LF	\$ 500.00
285	24" Reinforced Pressure Pipe Lining	1	LF	\$ 575.00
286	27" Reinforced Pressure Pipe Lining	1	LF	\$ 675.00
287	30" Reinforced Pressure Pipe Lining	1	LF	\$ 700.00
288	36" Reinforced Pressure Pipe Lining	1	LF	\$ 850.00
289	6" Installation of End Seal	1	EA	\$ 3,000.00
290	8" Installation of End Seal	1	EA	\$ 4,500.00
291	10" Installation of End Seal	1	EA	\$ 5,000.00
292	12" Installation of End Seal	1	EA	\$ 6,000.00
293	15" Installation of End Seal	1	EA	\$ 8,000.00
294	18" Installation of End Seal	1	EA	\$ 8,500.00
295	21" Installation of End Seal	1	EA	\$ 9,000.00
296	24" Installation of End Seal	1	EA	\$ 9,500.00
297	27" Installation of End Seal	1	EA	\$ 10,000.00

298	30" Installation of End Seal	1	EA	\$	10,500.00
299	36" Installation of End Seal	1	EA	\$	11,000.00
300	6" to 12" System set-up charge Per Install Length	1	LF	\$	25.00
301	15" to 24" System set-up charge Per Install Length	1	LF	\$	40.00
302	24" to 30" System set-up charge Per Install Length	1	LF	\$	60.00
303	Internal Reconnect for CIPP Pressure Pipe	1	EA	\$	1,000.00
304	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	\$	10,000.00
305	15" to 21" Install Spool Piece for Pressure Pipe	1	EA	\$	15,000.00
306	24" to 30" Install Spool Piece for Pressure Pipe	1	EA	\$	20,000.00
307	36" Install Spool Piece for Pressure Pipe (up to 20LF)	1	EA	\$	30,000.00
Note: Any pressure pipe lining above 36" is on an individual quote basis.					
SUM TOTAL SECTION J:				\$	171,375.00

NO.	ITEM	UOM	QTY	PRICE
Section K - Pressure Pipeline Bypass				
308	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1	LF	\$ 40.00
309	Connection of each service from 2"- 4" AWWA approved bypass	1	EA	\$ 450.00
310	Operation of 2"- 4" AWWA approved bypass	1	Day	\$ 500.00

311	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	1	LF	\$	50.00
312	Connection of each service from 6"- 8" AWWA approved bypass	1	EA	\$	500.00
313	Operation of 6"- 8" AWWA approved bypass	1	Day	\$	750.00
314	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	1	LF	\$	60.00
315	Connection of each service from 10"- 12" AWWA approved bypass	1	EA	\$	500.00
316	Operation of 10"- 12" AWWA approved bypass	1	Day	\$	1,250.00
317	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	1	LF	\$	150.00
318	Connection of each service from 13"- 19" AWWA approved bypass	1	EA	\$	500.00
319	Operation of 13"- 19" AWWA approved bypass	1	Day	\$	2,000.00
320	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	1	EA	\$	200.00
321	Connection of each service from 20"- 24" AWWA approved bypass	1	EA	\$	700.00
322	Operation of 20"- 24" AWWA approved bypass	1	Day	\$	2,000.00
SUM TOTAL SECTION K:				\$	9,650.00

NO.	ITEM	UOM	QTY	PRICE
Section L - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning				
323	6" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
324	8" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
325	10" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
326	12" Cleaning with pressure propelled pigs	1	LF	\$ 15.00
327	15" Cleaning with pressure propelled pigs	1	LF	\$ 20.00
328	18" Cleaning with pressure propelled pigs	1	LF	\$ 20.00
329	21" Cleaning with pressure propelled pigs	1	LF	\$ 20.00
330	24" Cleaning with pressure propelled pigs	1	LF	\$ 25.00
331	30" Cleaning with pressure propelled pigs	1	LF	\$ 30.00
332	36" Cleaning with pressure propelled pigs	1	LF	\$ 35.00
333	6" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
334	8" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
335	10" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
336	12" Set up, Install and Remove Pig Launcher	1	EA	\$ 7,500.00
337	15" Set up, Install and Remove Pig Launcher	1	EA	\$ 15,000.00
338	18" Set up, Install and Remove Pig Launcher	1	EA	\$ 15,000.00
339	21" Set up, Install and Remove Pig Launcher	1	EA	\$ 20,000.00
340	24" Set up, Install and Remove Pig Launcher	1	EA	\$ 20,000.00
341	30" Set up, Install and Remove Pig Launcher	1	EA	\$ 20,000.00
342	36" Set up, Install and Remove Pig Launcher	1	EA	\$ 30,000.00
343	6" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
344	8" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
345	10" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
346	12" Cleaning with scrapers or other attached tools	1	LF	\$ 25.00
347	15" Cleaning with scrapers or other attached tools	1	LF	\$ 30.00
348	18" Cleaning with scrapers or other attached tools	1	LF	\$ 30.00
349	21" Cleaning with scrapers or other attached tools	1	LF	\$ 30.00

350	24" Cleaning with scrapers or other attached tools	1	LF	\$	35.00
351	30" Cleaning with scrapers or other attached tools	1	LF	\$	40.00
352	36" Cleaning with scrapers or other attached tools	1	LF	\$	50.00
353	6" Pressure pipe inspection	1	LF	\$	5.00
354	8" Pressure pipe inspection	1	LF	\$	5.00
355	10" Pressure pipe inspection	1	LF	\$	6.00
356	12" Pressure pipe inspection	1	LF	\$	6.00
357	15" Pressure pipe inspection	1	LF	\$	6.00
358	18" Pressure pipe inspection	1	LF	\$	8.00
359	21" Pressure pipe inspection	1	LF	\$	8.00
360	24" Pressure pipe inspection	1	LF	\$	8.00
361	30" Pressure pipe inspection	1	LF	\$	10.00
362	36" Pressure pipe inspection	1	LF	\$	12.00
363	Tuberculation Removal (Pressure & Gravity Pipelines)	1	IN/DIA/LF	\$	5.00
Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.					
SUM TOTAL SECTION L:				\$	150,604.00

NO.	ITEM	UOM	QTY	PRICE	
Section M - Gravity Sewer Lateral Renewal Systems					
364	4"-6" Internal installation and cure of "T" shaped structure (from main <12" dia)	1	EA	\$ 6,000.00	
365	4"-6" Internal installation and cure of top hat shaped structure (from main <12" dia)	1	EA	\$ 3,500.00	
366	4"-6" Installation and cure of structural lateral liner from main <12" dia.	1	LF	\$ 425.00	
367	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$ 425.00	
368	4"-6" Set-up for installations of <20 each total	1	EA	\$ 850.00	
369	4"-6" Set-up for installations of 20-50 each total	1	EA	\$ 750.00	
370	4"-6" Set-up for installations of 50-100 each total	1	EA	\$ 300.00	
371	4"-6" Set-up for installations of 100-150 each total (>150 no set-up will apply)	1	EA	\$ 100.00	
SUM TOTAL SECTION M:				\$	12,350.00

NO.	ITEM	UOM	QTY	PRICE
Section N - Manhole, Access Portals and Wet Well Renewal Systems				
372	All Sizes Installation and cure of manhole lining structure depth <10 ft	1	SQFT	\$ 125.00
373	All Sizes Installation and cure of manhole lining structure depth +10 ft <20 ft	1	SQFT	\$ 75.00
374	All Sizes Installation and cure of manhole lining structure depth +20 ft <40 ft	1	SQFT	\$ 75.00

375	All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft	1	SQFT	\$	10.00
376	All Sizes Installation of Manhole Chimney Seal	1	EA	\$	1,500.00
377	New manhole frame and cover	1	EA	\$	1,500.00
378	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)	1	EA	\$	2,000.00
379	Adjust manhole frame and cover	1	EA	\$	1,500.00
380	Manhole Rehabilitation - cementitious	1	SQFT	\$	30.00
381	Manhole Rehabilitation - epoxy	1	SQFT	\$	40.00
382	Manhole, Pipe or Other Structures - Spray Rehabilitation	1	SQFT	\$	125.00
383	Manhole Rehabilitation - modified polymer	1	SQFT	\$	50.00
384	Manhole Bench Rehabilitation - cementitious	1	SQFT	\$	35.00
385	Manhole Bench Rehabilitation - epoxy/modified polymer	1	SQFT	\$	50.00
386	Manhole Bench Rebuild	1	EA	\$	1,500.00
387	Mechanical Repairs (per person)	1	HR	\$	250.00
388	Injection grouting in MH	1	Gal	\$	400.00
389	Void filling with cementitious material	1	CF	\$	150.00
390	Setup for void filling	1	EA	\$	7,500.00
391	Access beyond 100' from road	1	EA	\$	5,000.00
392	Vacuum test MH	1	EA	\$	1,000.00
SUM TOTAL SECTION N:				\$	22,915.00

NO.	ITEM	UOM	QTY	PRICE
Section O - All Other Underground Construction Items and Supplemental Items for This Contract				
395	Internal Point Repair CIPP 6"-8" (Up to 8 LF)	1	EA	\$ 7,000.00
396	Internal Point Repair CIPP 10"-12" (Up to 8 LF)	1	EA	\$ 8,000.00
397	Internal Point Repair CIPP 15"-18" (Up to 8 LF)	1	EA	\$ 10,000.00
398	Internal Point Repair CIPP 21"-24" (Up to 8 LF)	1	EA	\$ 13,000.00
399	Internal Point Repair CIPP 27"-33" (Up to 8 LF)	1	EA	\$ 15,000.00
400	Internal Point Repair CIPP 36"- 42" (Up to 8 LF)	1	EA	\$ 25,000.00
401	Internal Point Repair Mechanical 6"-8" (Up to 6 LF)	1	EA	\$ 3,000.00
402	Internal Point Repair Mechanical 10"-12" (Up to 6 LF)	1	EA	\$ 5,000.00
403	Internal Point Repair Mechanical 15"-18" (Up to 6 LF)	1	EA	\$ 7,500.00
404	Internal Point Repair Mechanical 21"-24" (Up to 6 LF)	1	EA	\$ 10,000.00
405	Internal Point Repair Mechanical 27"-33" (Up to 6 LF)	1	EA	\$ 15,000.00
406	Internal Point Repair Mechanical 36"- 42" (Up to 6 LF)	1	EA	\$ 25,000.00
407	Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF)	1	EA	\$ 40,000.00
408	Large Diameter Invert Repair Interior (Flow Fill or Other Material)	1	CF	\$ 150.00
409	Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material)	1	CF	\$ 175.00
410	Pipe or Other Confined Space Man Entry Safety System	1	DAY	\$ 1,500.00
411	Confined Space Man Entry Safety Plan (3rd Party Certified)	1	EA	\$ 5,000.00
SUM TOTAL SECTION O:				\$ 190,325.00

NO.	ITEM	UOM	QTY	PRICE
Section P - Fusible PVC Installation by HDD or Other Means				
412	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00
413	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00
414	2"-4" Installation of pipe rock ground conditions <3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00
415	2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$ 55.00
416	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$ 8.00
417	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00
418	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$ 35.00

419	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	55.00
420	6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	55.00
421	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	10.00
422	10"-12" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	40.00
423	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	40.00
424	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
425	10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
426	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	12.00
427	14"-18" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
428	14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
429	14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
430	14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
431	14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	15.00
432	20"- 24" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
433	20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
434	20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
435	20"- 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
436	20"- 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	18.00
437	27"- 36" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
438	27"- 36" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	\$	45.00
439	27"- 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
440	27"- 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	\$	65.00
441	27"- 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	\$	25.00
442	Short Length Setup < 100 LF	1	IN/DIA/LF	\$	25.00
443	All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.)	1	IN/DIA/LF	\$	25.00
444	4" DR 14 DIPS Fusible PVC®	1	LF	\$	17.00
445	4" DR 18 DIPS Fusible PVC®	1	LF	\$	13.00
446	6" DR 14 DIPS Fusible PVC®	1	LF	\$	33.00
447	6" DR 18 DIPS Fusible PVC®	1	LF	\$	26.00
448	6" DR 25 DIPS Fusible PVC®	1	LF	\$	19.00
449	8" DR 14 DIPS Fusible PVC®	1	LF	\$	56.00
450	8" DR 18 DIPS Fusible PVC®	1	LF	\$	44.00
451	8" DR 25 DIPS Fusible PVC®	1	LF	\$	33.00
452	10" DR 14 DIPS Fusible PVC®	1	LF	\$	85.00
453	10" DR 18 DIPS Fusible PVC®	1	LF	\$	67.00
454	10" DR 25 DIPS Fusible PVC®	1	LF	\$	49.00
455	12" DR 14 DIPS Fusible PVC®	1	LF	\$	118.00
456	12" DR 18 DIPS Fusible PVC®	1	LF	\$	94.00
457	12" DR 25 DIPS Fusible PVC®	1	LF	\$	70.00

458	14" DR 14 DIPS Fusible PVC®	1	LF	\$	160.00
459	14" DR 18 DIPS Fusible PVC®	1	LF	\$	125.00
460	14" DR 21 DIPS Fusible PVC®	1	LF	\$	110.00
461	14" DR 25 DIPS Fusible PVC®	1	LF	\$	93.00
462	16" DR 14 DIPS Fusible PVC®	1	LF	\$	208.00
463	16" DR 18 DIPS Fusible PVC®	1	LF	\$	163.00
464	16" DR 21 DIPS Fusible PVC®	1	LF	\$	140.00
465	16" DR 25 DIPS Fusible PVC®	1	LF	\$	120.00
466	18" DR 18 DIPS Fusible PVC®	1	LF	\$	205.00
467	18" DR 21 DIPS Fusible PVC®	1	LF	\$	176.00
468	18" DR 25 DIPS Fusible PVC®	1	LF	\$	150.00
469	20" DR 14 DIPS Fusible PVC®	1	LF	\$	315.00
470	20" DR 18 DIPS Fusible PVC®	1	LF	\$	250.00
471	20" DR 21 DIPS Fusible PVC®	1	LF	\$	220.00
472	20" DR 25 DIPS Fusible PVC®	1	LF	\$	184.00
473	24" DR 18 DIPS Fusible PVC®	1	LF	\$	356.00
474	24" DR 21 DIPS Fusible PVC®	1	LF	\$	308.00
475	24" DR 25 DIPS Fusible PVC®	1	LF	\$	265.00
476	24" DR 32.5 DIPS Fusible PVC®	1	LF	\$	230.00
477	30" DR 21 DIPS Fusible PVC®	1	LF	\$	475.00
478	30" DR 25 DIPS Fusible PVC®	1	LF	\$	400.00
479	30" DR 32.5 DIPS Fusible PVC®	1	LF	\$	350.00
480	36" DR 21 DIPS Fusible PVC®	1	LF	\$	680.00
481	36" DR 25 DIPS Fusible PVC®	1	LF	\$	575.00
482	36" DR 32.5 DIPS Fusible PVC®	1	LF	\$	500.00
483	Freight for Fusible PVC®	1	Per Truck	\$	6,250.00
484	Mobilization/Demobilization for Fusible PVC®	1	Per Event	\$	11,000.00
485	Fusion Services for 4"-12" Fusible PVC®	1	Day	\$	3,500.00
486	Fusion Services for 14"-16" Fusible PVC®	1	Day	\$	3,800.00
487	Fusion Services for 18"- 24" Fusible PVC®	1	Day	\$	4,500.00

488	Fusion Services for 30"- 36" Fusible PVC®	1	Day	\$	6,300.00
489	Pressure testing	1	IN/DIA/LF	\$	5.00
490	Install Fire Hydrant	1	EA	\$	10,000.00
491	Ductile Iron Fittings, Restraints, Hardware	1	LB	\$	25.00
492	3-Way Fire Hydrant Assembly	1	EA	\$	6,500.00
493	Salvage Existing Fire Hydrant	1	EA	\$	1,000.00
494	12 Ga. Tracer Wire	1	LF	\$	8.00
495	Connect to Existing Water Meter(include new angle valve)	1	EA	\$	1,500.00
496	Furnish & Install New Water Meter & Box	1	EA	\$	2,500.00
497	Remove Existing Valve & Box	1	EA	\$	300.00
498	Resilient Seat Gate Valve & Box	1	EA	\$	2,500.00
499	1-Inch HDPE Potable Water Service Line (Short Service) including new angle stop	1	LF	\$	50.00
500	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	\$	50.00
SUM TOTAL SECTION P:				\$	68,638.00

NO.	ITEM	UOM	QTY	PRICE
Section Q - Right-of-Way Maintenance				
501	ROW Clearing - (typical up to 20 feet wide)	1	LF	\$ 75.00
502	ROW Maintenance - (typical up to 20 feet wide)	1	LF	\$ 25.00
503	Tree removal and disposal 1" - 6"	1	EA	\$ 1,000.00
504	Tree removal and disposal 6" - 12"	1	EA	\$ 2,500.00
505	Install 14' Gate	1	EA	\$ 7,500.00
506	Technical Field Support	1	HR	\$ 150.00
SUM TOTAL SECTION Q:				\$ 11,250.00

NO.	ITEM	UOM	QTY	PRICE
Section R - Crew Travel & Mobilization				
507	Travel and Mobilization	1	EA	\$ 15,000.00
508	Travel and Mobilization	1	EA	\$ 30,000.00
SUM TOTAL SECTION R:				\$ 45,000.00

NO.	ITEM	UOM	QTY	PRICE
Section S - Geopolymer Storm Pipe & Culvert Lining				
509	30" Storm Pipe - Minimum 1.0"	1	LF	\$ 290.00
510	36" Storm Pipe - Minimum 1.0"	1	LF	\$ 350.00
511	42" Storm Pipe - Minimum 1.0"	1	LF	\$ 400.00
512	48" Storm Pipe - Minimum 1.0"	1	LF	\$ 465.00
513	54" Storm Pipe - Minimum 1.5"	1	LF	\$ 590.00
514	60" Storm Pipe - Minimum 1.5"	1	LF	\$ 650.00
515	66" Storm Pipe - Minimum 1.5"	1	LF	\$ 720.00
516	72" Storm Pipe - Minimum 1.5"	1	LF	\$ 780.00
517	78" Storm Pipe - Minimum 1.5"	1	LF	\$ 840.00
518	84" Storm Pipe - Minimum 1.5"	1	LF	\$ 900.00
519	90" Storm Pipe - Minimum 1.5"	1	LF	\$ 950.00
520	96" Storm Pipe - Minimum 1.5"	1	LF	\$ 1,000.00
521	Short length setup add-on	1	IN/DIA/LF	\$ 20.00
522	Additional 1.0" thickness	1	SF	\$ 65.00
523	#3 Steel Rebar on 18" Centers for 30" Pipe	1	LF	\$ 90.00
524	#3 Steel Rebar on 18" Centers for 36" Pipe	1	LF	\$ 100.00
525	#3 Steel Rebar on 18" Centers for 42" Pipe	1	LF	\$ 105.00
526	#3 Steel Rebar on 18" Centers for 48" Pipe	1	LF	\$ 115.00
527	#3 Steel Rebar on 18" Centers for 54" Pipe	1	LF	\$ 125.00
528	#3 Steel Rebar on 18" Centers for 60" Pipe	1	LF	\$ 135.00
529	#3 Steel Rebar on 18" Centers for 66" Pipe	1	LF	\$ 140.00
530	#3 Steel Rebar on 18" Centers for 72" Pipe	1	LF	\$ 150.00
531	#3 Steel Rebar on 18" Centers for 78" Pipe	1	LF	\$ 155.00
532	#3 Steel Rebar on 18" Centers for 84" Pipe	1	LF	\$ 165.00
533	#3 Steel Rebar on 18" Centers for 90" Pipe	1	LF	\$ 170.00

534	#3 Steel Rebar on 18" Centers for 96" Pipe	1	LF	\$	180.00
535	Invert Repair	1	LF	\$	250.00
536	Hydraulic Jacking of CMP	1	LF	\$	135.00
537	6" Thickness Concrete Flatwork	1	SF	\$	50.00
538	Rip Rap Supply and Install	1	CF	\$	165.00
539	Void Grouting with Cementitious Grout	1	CF	\$	140.00
SUM TOTAL SECTION S:				\$	10,390.00

Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN			
		Multiplier	1.50
Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficient from "Total incl O&P" COLUMN			
		Multiplier	1.50



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: Aug 15, 2024

Bid/Contract/PO #: 23-065-PW

Company Name: Insituform Technologies USA, LLC	Company Contact: Kevin Coburn
Contact Phone: 630-842-8539	Contact Email: kcoburn@azuria.com

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

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

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

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
John W. "Chip" Humes	630-688-7558	Chip@marquardtco.com

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

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

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

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

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

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

Authorized Signature 

Printed Name Kevin Coburn

Title Vice President of Sales - Midwest

Date Aug 15, 2024

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



Facilities Management Resolution

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

File #: FM-R-0003-24

Agenda Date: 8/20/2024

Agenda #: 12.A.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND DUPAGE SENIOR CITIZENS COUNCIL
FOR LEASE OF SPACE AT DU PAGE COUNTY
420 N. COUNTY FARM ROAD, WHEATON, ILLINOIS

WHEREAS, the County of DuPage (“County”) operates and maintains a facility at the County’s seat of government in accord with the authority granted by the Illinois General Assembly at 55 ILCS 5/5-1001, et. seq., which facility is located at 420 N. County Farm Rd., Wheaton, Illinois 60187; and

WHEREAS, DuPage Senior Citizens Council operates a not-for-profit corporation and is the officially designated representative of Meals on Wheels America for both DuPage and Kane Counties utilizing unpaid volunteers; and

WHEREAS, The DuPage Senior Citizens Council initiates, delivers, monitors, and coordinates services that help seniors live safely in their own homes and communities, this service provides them with the resources necessary to maintain their physical and mental well-being; and

WHEREAS, The County has vacant space available at 420 N. County Farm Rd., Wheaton, Illinois, for use by the DuPage Senior Citizens Council; and

WHEREAS, The DuPage Senior Citizens Council desires to use the space as a meal delivery distribution site for their Meals on Wheels home delivered service at 420 N. County Farm Rd., Wheaton, Illinois; and

WHEREAS, it is in the interest of the County of DuPage and it’s residents, to enter into a lease agreement with DuPage Senior Citizens Council to allow its operation of Meals on Wheels, subject to terms and conditions of the attached lease; and

WHEREAS, the County Board has established an annual rate of One Thousand Dollars and no cents (\$1000.00), and other good and valuable consideration, including but not limited to the societal services and benefits to the public described above, for DuPage Senior Citizens Council lease of approximately four hundred sixty-eight square feet (468) square feet of space at 420 N. County Farm Rd., Wheaton, Illinois; and

WHEREAS, the lease term shall be in effect commencing, January 1, 2025 and expiring December 31, 2028.

THEREFORE, BE IT RESOLVED, by the County Board of the County of DuPage that the County Board Chair and the County Clerk are hereby authorized and directed to execute on behalf of the County of DuPage the attached lease of office space for use by DuPage Senior Citizens Council.

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the lease, be transmitted by the County Clerk to DuPage Senior Citizens Council, Attention: Marilyn Krolak, Executive Director, 1990 Springer Dr., Lombard, Illinois, 60148.

Enacted and approved this 27th day of August, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND THE
DUPAGE SENIOR CITIZENS COUNCIL FOR LEASE OF OFFICE SPACE AT
420 N. COUNTY FARM ROAD, WHEATON, ILLINOIS

THIS INDENTURE WITNESSETH: That the County of DuPage, (“County”), does hereby demise and lease unto the DuPage Senior Citizens Council (“DSCC”), (collectively the “Parties” and, sometimes, individually, a “Party”), the following described premises (“Leased Premises”):

The Premises are vacant space located immediately inside door 10 at 420 N. County Farm Road, Winfield, Illinois 60190, and include access to common restrooms, as shown on Exhibit A

To have and to hold said Leased Premises for the term of 48 months, unless the term shall be sooner terminated or amended, as hereinafter provided.

A. In consideration of the covenants of the County, The DSCC covenants and agrees:

1. Payment. To pay the County as rent for said Premises the sum of One Thousand Dollars and No Cents (\$1,000.00) per year. All payments shall be made payable to the County of DuPage, c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, with the total payment of \$1,000 being due on or before January 1 of each year.

2. Use and Occupancy. The DSCC shall use and occupy said Leased Premises for the functions of its organization, officers, employees, board members, vendors, guests, and invitees as described in Exhibit B of this Lease. Notwithstanding the completion date for said the improvements hereafter described, The DSCC’s occupancy of the Leased Premises shall commence on January 1, 2025 through December 31, 2028.

3. Improvements, Maintenance and Repair. The DSCC shall be solely responsible for undertaking, at the DSCC’s sole expense: a) any future improvements to the interior portions of the Leased Premises; b) any part of the Leased Premises damaged or broken (reasonable wear and tear excepted) by the DSCC’s acts or neglect, or that of its officers, employees, board members, vendors, guests, and invitees.

The DSCC shall not make additions or improvements to said Leased Premises, or change, replace or attempt repair of any flooring, walls, doors, glass, lighting or fixtures, without the County's prior written consent. All work on, to, on behalf of, or for, the Leased Premises, undertaken by the DSCC, directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by, and verified with, the Illinois Department of Labor pursuant to the Illinois Prevailing Wage Act (820 ILCS 130). The DSCC shall be solely responsible for ensuring that such work conforms to the requirements of the Illinois Prevailing Wage Act, including the receipt and retention of certified payroll records. The DSCC agrees to indemnify and hold the County harmless from and against all violations of said statute.

4. Insurance. Throughout the Term of the Lease, the DSCC shall obtain premises and liability insurance, at its own expense, in accordance with and subject to the following:

- a. The DSCC's insurance shall specifically name the "County of DuPage" as an additional named insured and shall be on a primary and non-contributory basis.
- b. The DSCC shall have the duty to provide County with copies of certificates of insurance required by County prior to the commencement of the Term or as soon thereafter as may be practicable, as well as renewal certificates of insurance within fifteen (15) days prior to the expiration of any insurance policy required.
- c. The DSCC shall maintain Workman's Compensation in the statutory amounts and a commercial (comprehensive) general liability insurance policy with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and shall contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the County as an additional insured and the DSCC as a named insured prior to said cancellation, material change, or refusal to renew the insurance policy.
- d. Insurance required by the DSCC shall be provided by an insurance company licensed to provide insurance in the state of Illinois and which is acceptable to the County or may be satisfied by participation in a risk management group or self-insuring up to the specified amounts.
- e. All of the DSCC's third-party vendors entering onto the Leased Premises shall maintain Workman's Compensation insurance in statutory amounts; and further Employer's Liability and General Commercial Liability insurance in coverage amounts acceptable to the County which expressly name the "County of DuPage and its officers and employees" as an additional insured on a primary and non-contributory basis and include a waiver of subrogation endorsement. Such insurance shall only be issued by a company license to do business in Illinois. DSCC shall provide the County with copies of its vendor's Certificates of Insurance, as well as all applicable coverage endorsements prior to commencing any work on the Premises.
- f. Each Party agrees to waive subrogation for any claim(s) based on that Party's negligent or willful misconduct or omissions.

5. Indemnification. To the extent permitted by applicable law, each Party, (as the Indemnitor Class), agrees to indemnify and hold harmless the other Party, together with the other Party's respective officials, officers, employees, and agents (Indemnatee Class) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or directly related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of the and its officials, officers, employees, and agents (Indemnitor Class), but specifically excluding all matters and actions resulting from, or directly connected with, the negligent acts and, or, omissions or willful misconduct of any member of the Indemnatee Class. Any indemnity as provided in this Lease shall not be limited by reason of the enumeration of any insurance coverage herein provided. The DSCC's indemnification of the Indemnitor Class shall survive the termination, or expiration, of this Lease for two (2) years. 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 Indemnitee Class, under the law. Nothing in this Agreement shall constitute a waiver of the County's right defend any suit through the selection and use of its own representatives.

6. Exterior Signage. At its sole expense, and in accordance with any applicable rules, regulations, ordinances, laws and statutes, the DSCC may install, erect, maintain and keep in good repair exterior signage identifying the Leased Premises as a DSCC facility. Exterior signage, provided by the DSCC, may be erected, installed and maintained. The County will review and approve exterior signage and signage location.

7. Sublet and Assignment. The DSCC shall not sublet the Leased Premises, in whole or in part, nor assign this Lease or any part thereof, without first obtaining the written consent of the County. At the expiration, or termination, of this lease, the DSCC shall surrender the Leased Premises to the County in as good of condition as at the Leased Premises was in on the date the DSCC took possession thereof, ordinary wear and tear, excepted.

8. Rules and Regulations. The DSCC, its agents or employees shall observe the "Rules and Regulations" set forth in Lease Exhibit C, whenever on, or within, the Leased Premises, which exhibit is attached and incorporated into this Lease.

9. Facility Services. The County shall be solely responsible for: a) custodial services necessary to keep the Leased Premises' interior areas clean, tidy and sanitary; b) lawn mowing, weed eradication and liter pick-up in the exterior areas adjacent to and around the exterior of the Leased Premises, c) replacing light bulbs, and d) snow and ice removal for all parking areas, access and circulation drives, loading areas, sidewalks and walkways on the Leased Premises e) Waste services, consistent with Exhibit A.

B. In consideration of the covenants of the DSCC, the County covenants and agrees:

1. Tenantable Condition. If said Leased Premises at any time during said Lease's term, are not in good tenantable condition due to any act or omission or neglect by the County, the County shall place said Leased Premises in such condition within a reasonable time after notice in writing by the DSCC and shall maintain the same in good tenantable condition during the term of this Lease, breakage or damage caused, or permitted, by the DSCC, or the DSCC's officers, employees, board members, vendors, guests, and invitees excepted. .

2. Utilities. Except in the event the DSCC obtains utility service exclusive to its use, the County shall provide for the following: (i) all electricity on the Leased Premises as may be reasonably required by the DSCC. The rental fee is based on estimated electrical usage by the DSCC; (ii) all heat and air conditioning for said Leased Premises, during all normal business days and hours, and as weather and temperature conditions require; (iii) all necessary fixtures and equipment for electricity, heat and air-conditioning.

C. The County and DSCC further jointly covenant and agree that:

1. Termination. Either Party may terminate this Lease early by giving at least one hundred twenty (120) days' written notice, which termination shall be deemed effective on the termination date stated in the written notice.

2. Public Disclosures. This Lease shall not be recorded. The DSCC agrees to timely execute organizational and, or, ownership disclosures that are, or may be, required under state law for contracts and leases of publicly owned properties, upon the County's request

3. Notices. Any required notice shall be in writing and delivered to the following addresses and parties:

To the DSCC:

DuPage Senior Citizens Council
Attn: Marylin Krolak
1900 Springer Drive
Lombard, IL 60148
Facsimile transmittal number:

To the COUNTY:

DuPage County Facilities Management Department
Attn: Deputy Director
421 N. County Farm Road
Wheaton, Illinois 60187
Facsimile transmittal number: (630) 407-5701

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. Notices may be sent by facsimile transmittal to the facsimile transmittal numbers designated above, or to different numbers following notice of such change. If notice is by facsimile transmittal, said notice shall be effective the day of delivery if sent on a business day (defined as Monday through and including Friday, except federal and state holidays) between 9:00 a.m. and 5:00 p.m., and the same notice is also simultaneously mailed via first class regular U.S. mail. Any facsimile transmittal transmitted other than on a business day between 9:00 a.m. and 5:00 p.m. shall become effective on the next business day following the transmittal.

4. Representations. The Parties each certify that they have authority to execute the Lease and to commit to all described covenants and perform under this Lease. Each Party further agrees that whenever it is required to conduct any review, or grant its consent or approval to any matter, that Party will not unreasonably withhold, condition, delay or deny such act.

5. Breach and Cure. In the event of any breach of the terms of this Lease, the non-breaching Party shall give notice to the breaching Party stating with particularity the nature of the alleged breach. The breaching Party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this Lease shall permit the other Party to terminate the Lease by giving the breaching Party thirty (30) day

notice of the non-breaching Party's intent to terminate this Lease in accordance. The failure of any Party to enforce any provision of this Lease shall not constitute a waiver by such Party of that or any other provision. The past waiver of a provision by either Party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

6. Parking. The Parties agree that maintenance responsibilities for the parking lot adjacent to the Leased Premises shall be completed by the County. Parking will be managed as mutually agreed by the Parties. In the event a mutual agreement cannot be reached, the County will dictate parking policies and procedures.

7. Governing Law. The laws of the State of Illinois shall govern this Lease as to both interpretation and performance. The venue for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this Lease, shall be the judicial circuit court for DuPage County.

COUNTY: COUNTY OF DU PAGE

By: _____
DEBORAH A. CONROY
COUNTY BOARD CHAIR

Date: _____

ATTESTED:

By: _____
JEAN KACZMAREK
COUNTY CLERK

Date: _____

DUPAGE SENIOR CITIZENS COUNCIL:

By: Signature on File

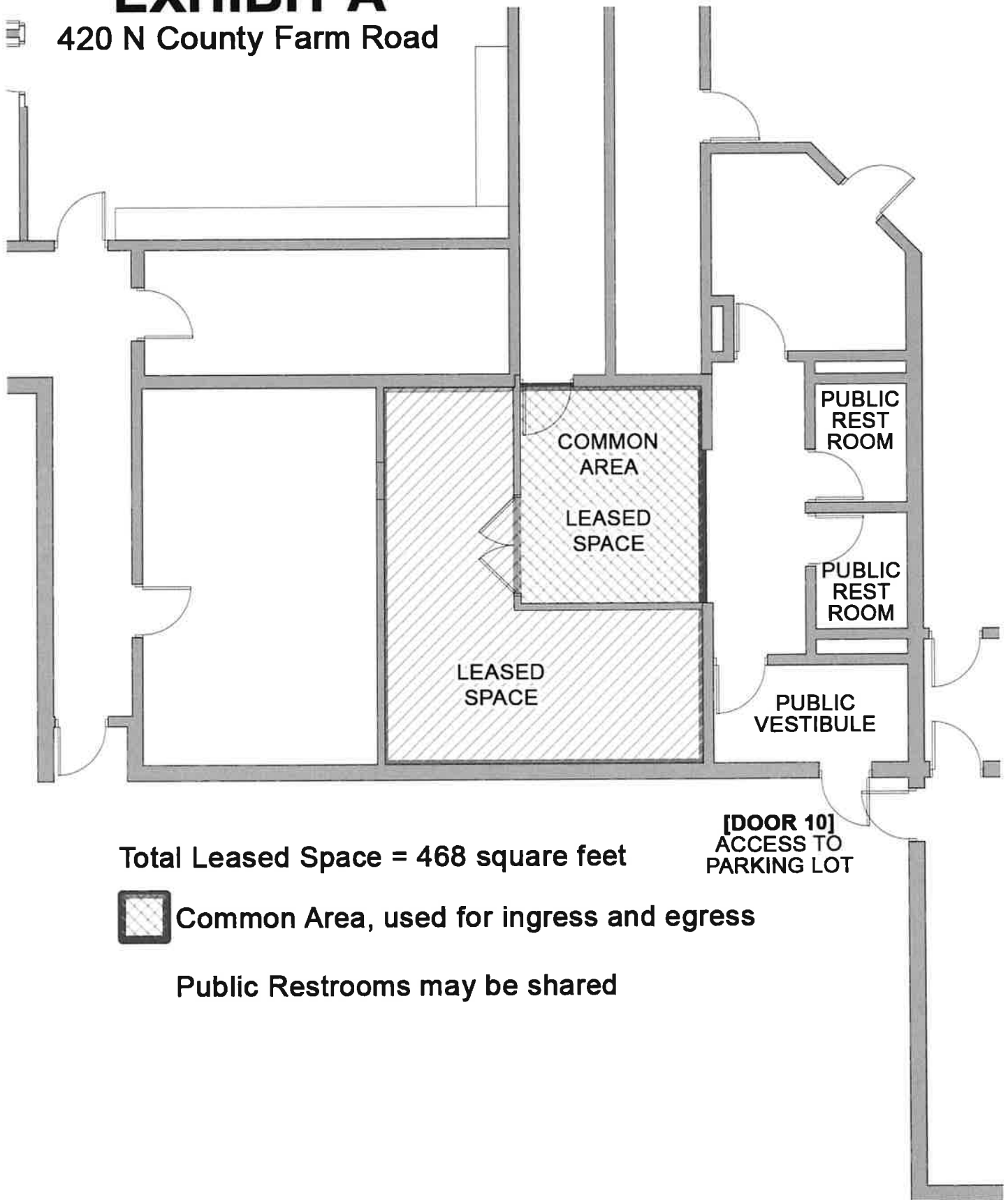
Marilyn Krolak
Executive Director

Date: 8-1-2024

ATTESTED or NOTARIZED by:

EXHIBIT A

420 N County Farm Road



Total Leased Space = 468 square feet

[DOOR 10]
ACCESS TO
PARKING LOT

 Common Area, used for ingress and egress

Public Restrooms may be shared

Exhibit B

This **Exhibit B** outlines the purpose and activities of the lease agreement made between the **DuPage Senior Citizens Council (DSCC)**, an Illinois not-for-profit corporation and the **County of DuPage** at the facility outlined in Exhibit A and located at 420 N. County Farm Road, Wheaton, IL 60187.

WHEREAS, **DSCC** has been funded through the Older Americans Act (OAA), the Illinois Department on Aging (IDOA), and the Northeastern Illinois Agency on Aging (AgeGuide), to provide meals in **County of DuPage**, Illinois; and

WHEREAS, **County of DuPage** owns a building at 420 N. County Farm Road, Wheaton, IL. 60187, and desires to make a facility available for lease to **DSCC** to stage and serve meals for delivery to persons 60 and older,

THEREFORE, in consideration of the mutual agreement hereinafter set forth and other goods and valuable consideration, **DSCC** and **County of DuPage** agree to the following:

A. **DSCC** shall:

1. Contract with a **DSCC** approved food management catering contractor for the preparation and delivery of meals that satisfy the standards of the Older Americans Act and the Illinois Department on Aging.
2. Employ and supervise **Location Site Manager(s)** who will have the following duties:
 - Oversee food service operations developed by **DSCC** for seniors over 60 as set forth by the OAA and per **DSCC** guidelines.
 - Use the facility and work from approximately **7:30 a.m. - 2:00 p.m.**, including clean-up time on those days the program operates (**Monday through Friday**),
 - Recruit, train, supervise and recognize vetted volunteers.
 - Oversee daily cleaning of kitchen/preparation areas to include, but not limited to sinks, countertops, refrigerator, freezer and tables.
 - Distribute information regarding nutrition and related health and wellness topics in cooperation with other agencies as time and resources permit. (Information made available shall not attempt to sell any service, or sign up any participants, with the exception being made for not-for-profit senior service agencies. Vitamins, mineral supplements or food additives shall not be advertised or endorsed in any way.)
3. Maintain appropriate personal property and general liability insurance coverage in the amounts required by the attached Lease Agreement to include liability arising out of the food service operations at the County of DuPage Facility. **DSCC** shall provide **County of DuPage** with a current Certificate of Insurance, evidencing such coverage, and naming County of DuPage as an additional insured.
4. Ensure the food service operations conducted by **DSCC** at the **County of DuPage** facility comply with the County of DuPage Health Department standards. Obtain and maintain any necessary Health Department licenses and provide copies to **County of DuPage** upon request.

5. Provide equipment as may reasonably be necessary for the serving of meals. DSCC will repair this equipment as needed.

B. County of DuPage shall:

1. Coordinate and cooperate with the **Location Site Manager(s)** and other **DSCC** staff to work effectively together for the enhancement of the programs for seniors.
2. Comply with all sanitation (not including food service) and fire inspection standards and submit reports to **DSCC upon request**.
3. Provide custodial services for windows, floors and washrooms; snow removal and custodial supplies as reasonably determined by **County of DuPage**.
4. Arrange for the provision of pest control services as needed, also, as reasonably determined by **County of DuPage**.
5. Maintain appropriate property and general liability insurance coverage for the premises and provide **DSCC** with a Certificate of Insurance, evidencing such coverage and naming **DCSS** as an additional insured.

C. A summary of the anticipated DSCC operation is below. This is subject to change only upon written agreement of the Parties.

It is understood by and between the parties that DSCC initiates, delivers, monitors, and coordinates services that promote the ability of older people to live their lives in dignity. Since 1975, DSCC has been providing services that help seniors live safely in their own homes and communities and provide them with the resources necessary to maintain their physical and mental well-being.

It is anticipated that only one DSCC employee will be working at the Leased Location, the site manager, while 6-8 volunteers will pick up meals needed for their delivery routes. Use of the site is expected to be light - just a few hours on weekday mornings.

DSCC shall not cook anything on site. DSCC will provide its own commercial grade food service equipment – including but not limited to a double-doored refrigerator, a warmer oven, and a small upright freezer, a small cart, and a small shelving unit.

The pre-packaged hot meals are expected to be delivered to the site each weekday (morning by DSCC's selected caterer). When the caterer reaches the site for delivery, DSCC shall observe any and all food safety precautions while transporting said meals, including but not limited to taking the warming oven out of the van, filling it there, and wheeling it back into the site.

Volunteers are anticipated to come into the space to clean and sanitize the carriers, and to fill them with the food items they need for the seniors on their route.

DSCC shall use its our own fully vetted, thoroughly back-ground checked, trained, and food safety certified volunteers and staff for these operations.

EXHIBIT C

RULES AND REGULATIONS

1. **SIGNAGE:** No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises without permission of the County. DSCC may affix information pertaining to the exterior of the Leased Premises, but only of such color, size and style of a material as shall be specified by the County in writing.
2. **FIRE SAFETY:** Smoking, burning of candles/incense, or an open flame for any reason is prohibited in the Leased Premises as is the use of aerosols and non-approved cleaning chemicals. Malfunctioning fire alarms, smoke detectors or sprinklers shall be promptly reported to DuPage County Facility Management.
3. **LOCKS AND KEYS:** No additional locks shall be placed upon any doors of the Premises and DSCC shall not permit any duplicate keys to be made, as all necessary keys will be furnished by the County. But if more than two (2) keys for any door lock are desired, the additional number must be paid for by the DSCC. Upon termination of this Lease, the DSCC shall surrender all keys for the Premises and pass cards for entry into the Leased Premises.
4. **DELIVERY/RELOCATION OF GOODS:** The County reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the Reservoir Building or to any other occupants or tenants in the building by taking in or putting out any safe or other heavy equipment, or from overloading the floor in any way, shall be paid for by the DSCC.
5. **SECURITY:** DSCC shall conform to security regulations as established by the County and the DuPage County Sheriff. The DSCC shall secure the Leased Premises whenever it is unoccupied. The County's Facility Management staff and security personnel may be permitted to keep copy of any key or pass key and shall be allowed admittance to the Leased Premises to respond to any emergencies and to permit security checks of the Leased Premises from time to time, provided that routine activities shall be scheduled and minimize disturbance of the DSCC's operations.
6. **ELECTRICAL INSTALLATIONS:** In the event DSCC desires and modification or change or addition to the Premises' telephone lines, telecommunications wiring, cable or electrical connections, the County may supervise and direct any DSCC-hired contractor regarding the location and manner of installation of wiring, conduits, cables, antenna or similar equipment. There shall be no boring, drilling or cutting into the Premises' walls without prior written consent of the County.
7. **WINDOW AREAS:** No shades, drapes or other window treatments (interior or exterior) may be installed without prior written consent of the County.
8. **OBSTRUCTIONS:** The DSCC shall not allow anything to be placed against or

near any glass in the Premises which diminishes the light in the halls or stairways, or that obstructs any means of egress.

9. THERMOSTATS: The DSCC shall not, nor shall it permit its employees or guests to, regulate the thermostats, and shall inform Facilities Management whenever a thermostat is not working properly or satisfactorily.

11. ANIMALS/BICYCLES: No animals shall be allowed in the Leased Premises, excepting specially trained "service" animals.

12. REVISED REGULATIONS: The County reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein.

13. [RESERVED.]

14. SELLING OF GOODS AND SERVICES: DSCC shall not utilize the Leased Premises for the commercial sale of any goods or services.

15. CANVASSING: The DSCC shall not, nor shall it permit its employees or guests to, canvass, solicit, or engage in any form of political activity within the Leased Premises.

16. [RESERVED.]



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: 7-31-2024

Bid/Contract/PO #: _____

Company Name: <u>DuPage Senior Citizens Council</u>	Company Contact: <u>Marylin Krolak</u>
Contact Phone: <u>630-620-0804</u>	Contact Email: <u>marylin.krolak@dupageseniorcouncil.org</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
<u>Tracy Halunka</u>	<u>630-620-0804</u>	<u>tracy.halunka@dupageseniorcouncil.org</u>
<u>Tasha Samuels</u>	<u>630-620-0804</u>	<u>tasha.samuels@dupageseniorcouncil.org</u>

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Marylin Krolak

Title

Executive Director

Date

7/31/2024

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