



DU PAGE COUNTY

Public Works Committee

Final Summary

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

Tuesday, June 18, 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 Lucy Evans, Member Liz Chaplin, Member Michael Childress (arrived at 9:02 AM), and Member Yeena Yoo (arrived at 9:05 AM).

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

MOTION TO ALLOW FOR REMOTE PARTICIPATION

A motion was made by Member Cahill and seconded by Member Ozog to allow Member Galassi to participate remotely.

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

[24-1845](#)

Online Public Comment

All online submissions for public comment from the April 23, 2024 DuPage County Board meeting are included for the record in their entirety. They are found in the minutes packet and at the link above.

5. APPROVAL OF MINUTES

5.A. [24-1741](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, June 4, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

6. BUDGET TRANSFER

6.A. [24-1742](#)

Public Works – Transfer of funds from account no. 2000-2640-53816 (Other Government Services) to account nos. 2000-2555-51010 (Employer Share IMRF), 2000-2640-51010 (Employer Share IMRF), 2000-2665-51010 (Employer Share IMRF), 2000-2665-55101 (SBITA Interest) and 2000-2665-56303 (Subscription Asset) in the amount of \$590,000, for net pension obligation adjustments per the FY23 audit and for GASB 96 implementation per the FY23 audit.

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

7. CLAIMS REPORT

7.A. [24-1743](#)

Payment of Claims - Public Works and Facilities Management

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

8. JOINT PURCHASING AGREEMENT

8.A. [24-1744](#)

Recommendation for the approval of a contract to F.H. Paschen, S.N. Nielsen & Associates LLC, to provide construction services to reconfigure the existing County Board room offices to conference space, for Facilities Management, for the period of June 19, 2024 through November 30, 2024, for a total contract amount not to exceed \$19,635. Contract pursuant to the Intergovernmental Cooperation Act Omnia Partners Contract #04-27.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Dawn DeSart

9. BID AWARD

9.A. [PW-P-0013-24](#)

Recommendation for the approval of a contract to Mid-American Water, to furnish and deliver Waterous Pacer Hydrants on an as-needed basis, for the DuPage County Public Works Underground Maintenance Department, for the period of June 26, 2024 to June 25, 2025, for a total contract amount not to exceed \$62,500, per lowest responsible bid #24-078-PW.

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

10. BID RENEWAL

10.A. [FM-P-0029-24](#)

Recommendation to award a contract to Enerwise Global Technologies, LLC, for participation in the Demand Response Program, contract for called emergency events, for approximately \$31,773, for the period of June 1, 2024 through May 31, 2025, per renewal option under RFP-23-012-FM. First option to renew. (Revenue paid to County)

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

10.C. [PW-P-0014-24](#)

Recommendation for the approval of a contract to Stewart Spreading, for the daily removal and land application of biosolids from both the Woodridge Greene Valley Wastewater Treatment Plant and the Knollwood Wastewater Treatment Plant, for the period of October 1, 2024 to September 30, 2028, for a total contract amount not to exceed \$2,095,000, per most qualified offer, per bid #19-148-PW, first of two 4-year options to renew.

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

11. INTERGOVERNMENTAL AGREEMENTS

11.A. [PW-R-0004-24](#)

Intergovernmental agreement between the County of DuPage, Illinois, and the Itasca Park District granting a permanent non-exclusive easement for the Rohlwing Road Multi-Use

Path Project.

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

12. ACTION ITEM

12.A. [24-1746](#)

Recommendation for the approval of a contract to Allied Valve, Inc., to provide testing, repair, and re-certification of safety relief valves for boilers at the Power Plant, for Facilities Management, for the period of March 11, 2024 through March 10, 2025, for a total contract amount not to exceed \$27,256 per lowest quote #249691.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

12.B. [PW-R-0005-24](#)

Resolution approving a consulting and cured-in-place pipe credit agreement with Insituform Technologies, USA, LLC, in connection with the County's OMNIA contract(s) for trenchless rehabilitation and maintenance of pipeline infrastructure.

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

13. PRESENTATIONS

13.A. 2023 Audit Presentation

Director of Public Works Nick Kottmeyer introduced Financial Administrator Stan Spera and Joe Lightcap with Baker Tilly to present the outcome of the 2023 Audit to the Public Works committee. It was highlighted that even with an aggressive capital program, the department is in a great financial position, and that the Public Works debt service coverage ratio requirements have been covered. Mr. Lightcap provided an overview of the reports from the FY2023 Audit, which were sent to committee members via email before the meeting. Member Cahill inquired if there were any areas of improvement for the department, and Mr. Lightcap said that there are no areas of improvement.

The 2023 Public Works audit has been received and placed on file.

13.B. Stormwater PowerPoint Presentation

Deputy Director of Facilities Management presented a PowerPoint for the committee on the 421 Building Campus overflow improvements and mitigation in the event of heavy rainfall/massive floods. The federal guidance for building design for a 100-year flood event has increased from 5.8 inches of rain to 8.6 inches of rain since 1961, the time that the campus buildings were designed. Mr. Harbaugh explained that due to this, that the buildings on the DuPage County campus are vulnerable to large rain events, and he presented the committee with options on how to mitigate flooding and redesign on the campus, with a focus on the vulnerable buildings on the West side of the campus. He presented two solutions to flood proof buildings, and to improve the overland overflow path, along with an anticipated project timeline and costs. Mr. Harbaugh let the committee know that the next risk analysis will provide even more information on where to focus on to increase flood mitigation on campus.

14. ORDINANCE

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

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

RESULT: TABLED

15. OLD BUSINESS

Chair Garcia requested a Heritage Gallery update at an upcoming Public Works committee meeting.

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned.



Informational

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

File #: 24-1845

Agenda Date: 6/19/2024

Agenda #:

*Formstack Submission For: [PublicComment](#)
Submitted at 06/14/24 9:56 AM*

Meeting Date:	06/14/24
Meeting:	Public Works Committee
Name:	Sam Allan
Organization:	
Address:	
Daytime Phone:	
Subject:	Weed/ Lawn maintance
Comment:	I travel everyday on Rt 83 (Kingery Highway) from Bensenville (Irving Park Rd to Elmhurst (Roosevelt Rd) the center median looks terrible. Weeds / grass are 1 1/2 foot tall. Can weed killer be applied or someone mow. Looks terrible for the county's image.



Minutes

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

File #: 24-1741

Agenda Date: 6/18/2024

Agenda #: 5.A.



DU PAGE COUNTY

Public Works Committee

Final Summary

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WHEATON, IL 60187
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Tuesday, June 4, 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 Childress, Member Evans, Member Gustin (arrived at 9:06 a.m.) and Member Yoo

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

3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-1655](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, May 21, 2024

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

5.B. [24-1656](#)

DuPage County Public Works Committee Semi-Annual Review Minutes from Tuesday, May 21, 2024, where all prior executive session minutes were released.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

6. BUDGET TRANSFER

6.A. [24-1657](#)

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) in the amount of \$12,000 for engineering for a lift station.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

7. CLAIMS REPORT

7.A. [24-1658](#)

Payment of Claims - Public Works and Facilities Management

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Kari Galassi

8. BID AWARD

8.A. [FM-P-0025-24](#)

Recommendation for the approval of a contract to A Lamp Concrete Contractors, Inc., for Campus sidewalk repairs and improvements, for Facilities Management, for the period of June 11, 2024 through November 30, 2025, for a contract total amount not to exceed \$2,730,447.30, per lowest responsible bid #24-063-FM.

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

8.B. [FM-P-0026-24](#)

Recommendation for the approval of a contract to Advantage Paving Solutions, Inc., for asphalt repairs at the 424 and 501 parking lots, for Facilities Management, for the period of June 11, 2024 through November 30, 2025, for a contract total amount not to exceed \$436,065.52, per lowest responsible bid #24-062-FM. (\$24,000 for the Coroner and \$412,065.52 for Facilities Management)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia

SECONDER: Kari Galassi

8.C. [FM-P-0027-24](#)

Recommendation for the approval of a contract to Excel Electric, Inc., to install a medium voltage B-Feeder extension on the West campus, for Facilities Management, for the period of June 11, 2024 through November 30, 2024, for a contract total amount not to exceed \$94,553; per lowest responsible bid #24-056-FM.

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

9. **BID RENEWAL**

9.A. [FM-P-0028-24](#)

Recommendation for the approval of a contract to Ashland Door Solutions LLC, to provide door maintenance, door sales, and installation, as needed for County facilities, for Facilities Management, for the period of July 19, 2024 through July 18, 2025, for a contract total amount not to exceed \$45,000; per renewal option under bid award #23-080-FM. First of three options to renew.

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

9.B. [24-1659](#)

Recommendation for the approval of a contract to Ashland Lock & Security Solutions, to provide lock smith services, maintenance and installation, as needed for County facilities, for Facilities Management, for the period of July 19, 2024 through July 18, 2025, for a contract total amount not to exceed \$25,000, per renewal option under bid award #23-079-FM. First of three options to renew.

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Kari Galassi

10. ACTION ITEM

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

Memorandum of Agreement for the management of the U.S. Environmental Protection Agency Climate Pollution Reduction Grant Award.

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

11. INFORMATIONAL

11.A. [24-1668](#)

Notice of intent to accept the lowest, responsive, most responsible bid in the amount of \$18,319,830, from Joseph J. Henderson & Son, Inc., for the Woodridge Greene Valley Treatment Plant Phase 1 Improvements, as is required for submission to the IEPA’s SRF Loan Program as prerequisite to receipt of funds.

Public Works Operations Manager Sean Reese gave the committee an update on the Woodridge Greene Valley Treatment Plant Phase 1 Improvements project and the bid that staff is intending to award, once a loan agreement with the IEPA has come forward for approval. Mr. Reese emphasized that the improvements made will make the treatment plant much more energy efficient.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Mary Ozog

12. OLD BUSINESS

Chair Garcia mentioned that there are Quiet Rooms at the Woodridge Village Hall that she would like to replicate and encompass in the JTK Administration building.

Chair Garcia also let the committee and staff know that when she visited the Judicial Building, many signs are only in English. She stated that she would like there to be more signage with languages other than English.

13. NEW BUSINESS

No new business was discussed.

14. ADJOURNMENT

With no further business, the meeting was adjourned.



Budget Transfer

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

File #: 24-1742

Agenda Date: 6/18/2024

Agenda #: 6.A.

FY23

DuPage County, Illinois
BUDGET ADJUSTMENT
 Effective May 29, 2024

Water Operations

From: 2000
 Company # _____

From: Company/Accounting Unit Name _____

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2640	53816		OTHER GOVERNMENT SERVICES	\$ 590,000.00	920,620.97	330,620.97	6/6/24
Total				\$ 590,000.00			

Sewer Operations

To: 2000
 Company # _____

To: Company/Accounting Unit Name _____

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
2555	51010		EMPLOYER SHARE I.M.R.F.	\$ 270,000.00	9,495.14	279,495.14	6/6/24
2640	51010		EMPLOYER SHARE I.M.R.F.	\$ 83,000.00	1,672.59	84,672.59	6/6/24
2665	51010		EMPLOYER SHARE I.M.R.F.	\$ 68,000.00	11,005.97	79,005.97	6/6/24
2665	55101		SBITA INTEREST	\$ 11,000.00	0	11,000.00	6/6/24
2665	56303		AMORT EXP - SUBSCRIPTION ASSET	\$ 158,000.00	0	158,000.00	6/6/24
Total				\$ 590,000.00			

Reason for Request:

Public Works - \$270,000.00 FY23 budget transfer needed for Employer Share IMRF for net pension obligation adjustment per FY23 audit. Public Works - \$83,000.00 FY23 budget transfer needed for Employer Share IMRF for net pension obligation adjustment per FY23 audit. Public Works - \$68,000.00 FY23 budget transfer needed for Employer Share IMRF for net pension obligation adjustment per FY23 audit. Public Works - \$11,000.00 FY23 budget transfer needed for SBITA Interest for GASB 96 implementation per FY23 audit. Public Works - \$158,000.00 FY23 budget transfer needed for Amort Exp - Subscription Asset for GASB 96 implementation per FY23 audit.

Department Head _____
 Chief Financial Officer _____

5/30/2024
 Date
 6/6/24
 Date

Activity _____
 (optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

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

PW - 6/18/24
 FIN/CB - 6/25/24

✍



Payment of Claims

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

File #: 24-1743

Agenda Date: 6/18/2024

Agenda #: 7.A.

**Public Works
Schedule of Claims
6/18/2024**

Pay Vendor Name	Description	Check Date	Amount
COM ED	Electricity	5/31/2024	\$14,643.47
COM ED	Electricity	5/31/2024	\$35,646.80
COMCAST	Internet	5/31/2024	\$248.85
FEDEX	Shipping	5/31/2024	\$72.36
FEDEX	Shipping	5/31/2024	\$50.82
HOME DEPOT CREDIT SERVICES	Supplies	5/31/2024	\$197.79
HOME DEPOT CREDIT SERVICES	Supplies	5/31/2024	\$2,061.43
INDEPENDENT BEARING INC	Bearings	5/31/2024	\$449.28
MENARDS	Supplies	5/31/2024	\$26.53
METRO ENVIRONMENTAL	Repair	5/31/2024	\$370.00
PEREGRINE CORPORATION	Mailer for customers	5/31/2024	\$2,392.00
PITNEY BOWES BANK, INC.	Replenish postage meter	5/31/2024	\$10,000.00
PITNEY BOWES INC	Ink cartridges for meter	5/31/2024	\$182.58
AL WARREN OIL CO INC	Fuel	6/4/2024	\$27,409.10
AMERICAN PRECISION SUPPLY	Service	6/4/2024	\$3,922.00
AT&T	Phone Service	6/4/2024	\$248.30
AT&T	Phone Service	6/4/2024	\$66.54
AT&T	Phone Service	6/4/2024	\$55.00
AT&T	Phone Service	6/4/2024	\$52.47
AT&T	Phone Service	6/4/2024	\$295.60
AT&T	Phone Service	6/4/2024	\$569.31
BUTTREY RENTAL SERVICE INC	17' indoor scaffold	6/4/2024	\$319.00
BUTTREY RENTAL SERVICE INC	ELC conduit bender 1/2-2	6/4/2024	\$755.00
COMCAST	Internet	6/4/2024	\$727.06
CURRIE MOTORS	Ford F-250	6/4/2024	\$63,575.00
ETP LABS INC	Coliform samples	6/4/2024	\$464.00
ETP LABS INC	Coliform samples	6/4/2024	\$432.00
FEDEX	Shipping	6/4/2024	\$42.44
INDEPENDENT BEARING INC	Bearings	6/4/2024	\$74.96
NICOR GAS	Gas	6/4/2024	\$42.55
NICOR GAS	Gas	6/4/2024	\$52.26
PHENOVA,INC	Lab testing	6/4/2024	\$980.64
RIZZO, ELIZABETH	Connection fee refund	6/4/2024	\$138.56
XYLEM WATER SOLUTIONS USA INC	Pump	6/4/2024	\$4,870.90
ANSWER NATIONAL	Telemessaging	6/7/2024	\$286.20
PHYSICIANS IMMEDIATE CARE	Drug screen	6/7/2024	\$67.00
RED VALVE COMPANY INC	6"x5" cone replacement	6/7/2024	\$3,996.17
ROWELL CHEMICAL CORPORATION	Sodium hypochlorite	6/7/2024	\$4,514.14
TRANE US INC	Motor	6/7/2024	\$881.67
UNITED STATES POSTAL SERVICE	Postage charges Apr 2024	6/7/2024	\$148.05
VULCAN CONSTRUCTION MATERIALS	Stone	6/7/2024	\$212.43
AQUATIC INFORMATICS INC.	WIMS software licenses	6/11/2024	\$4,861.00
AT&T MOBILITY	Cellular phone service	6/11/2024	\$2,767.76
CDW GOVERNMENT INC	Laptop	6/11/2024	\$737.17
COM ED	Electricity	6/11/2024	\$11,742.19
DONOHUE & ASSOCIATES, INC.	Engineering services	6/11/2024	\$1,337.50

**Public Works
Schedule of Claims
6/18/2024**

Pay Vendor Name	Description	Check Date	Amount
DUPAGE WATER COMMISSION	Operations & Maintenance	6/11/2024	\$79,810.74
HINSDALE NURSERIES INC	Trees	6/11/2024	\$360.00
INDEPENDENT BEARING INC	HUB	6/11/2024	\$670.59
MOTION INDUSTRIES, INC	Couplings	6/11/2024	\$230.40
ODP BUSINESS SOLUTIONS, LLC	Office supplies	6/11/2024	\$457.54
ODP BUSINESS SOLUTIONS, LLC	Office supplies	6/11/2024	\$35.99
POMP'S TIRE SERVICE, INC.	Service	6/11/2024	\$2,204.44
VERIZON	Cell phone service	6/11/2024	\$72.02
VERIZON	Cell phone service	6/11/2024	\$792.86
VERIZON	Cell phone service	6/11/2024	\$72.02
VERIZON	Cell phone service	6/11/2024	\$792.78
VILLAGE OF GLEN ELLYN	Sewer Fee Reimbursement	6/11/2024	\$95,013.39
VILLAGE OF WOODRIDGE	Water service	6/11/2024	\$1,834.50
WILLOWBROOK FORD INC	Service	6/11/2024	\$613.53
	Total		\$385,946.68

Facilities Management Department

Schedule of Purchases Under \$15,000

June 18, 2024

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
24046	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$297.57
24091	United States Postal Service	Postage & Postal Charges	1000	1100	53804	\$3.20
24132	DPC Finance	Operating Supplies & Materials	1000	1100	52200	\$127.04
24257	Genuine Parts Co. (NAPA Auto Parts)	Auto/Mach/Equip Parts	1000	1102	52250	\$11.00
24258	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$204.73
24259	Dreisilker Electric Motors, Inc.	Furn/Mach/Equip Small Value	1000	1100	52000	\$639.54
24260	Pomp's Tire Service, Inc.	Auto/Mach/Equip Parts	1000	1102	52250	\$594.30
24261	South Side Control Supply Co.	Furn/Mach/Equip Small Value	1000	1100	52000	\$6,152.20
24262	Archon	Repair & Maintenance Facilities	1000	1100	53300	\$3,965.00
24264	Safety-Kleen Systems, Inc.	Repair & Maintenance Other Equipment	1000	1100	53370	\$227.86
24266	Applied Industrial Technologies	Auto/Mach/Equip Parts	1000	1100	52250	\$135.32
24267	Real Time Automation, Inc	Maintenance Supplies	1000	1100	52270	\$912.74
24268	Northern Tool	Furn/Mach/Equip Small Value	1000	1100	52000	\$99.99
24270	Apple Specialties, Inc.	Maintenance Supplies	1000	1100	52270	\$3,998.25
24271	AHW LLC (Arends Hogan Walker LLC)	Auto/Mach/Equip Parts	1000	1102	52250	\$2,439.49
24272	Ashland Door Solutions	Maintenance Supplies	1000	1100	52270	\$40.00
24273	Richelieu America LTD	Maintenance Supplies	1000	1100	52270	\$3,625.36
24274	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$151.32
24275	Airgas USA, LLC	Rental of Machinery & Equipment	1000	1100	53410	\$11.55
24277	Chem-Wise Ecological Pest Management Services, Inc.	Custodial Services	1000	1100	53810	\$295.00
24278	Atlas Bobcat LLC	Auto/Mach/Equip Parts	1000	1102	52250	\$1,295.56
24279	Genuine Parts Co. (NAPA Auto Parts)	Maintenance Supplies	1000	1102	52270	\$273.09

Facilities Management Department

Schedule of Other Payments						
June 18, 2024						
CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6937-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$3,565.00
5186-0001 SERV	AEP Energy, Inc	Electricity	1000	1100	53210	\$177,569.37
6642-0001 SERV	Air Filter Solutions, LLC	Maintenance Supplies	1000	1100	52270	\$17,363.00
6419-0001 SERV	Airways Systems, Inc.	Custodial Services	1000	1100	53810	\$2,925.00
6778-0001 SERV	Amazon.com LLC	Operating Supplies & Materials and Maintenance Supplies	1000	1100	52200 52270	\$2,426.76
6825-0001 SERV	Best Technology Systems, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$1,810.00
6678-0001 SERV	Builders Chicago Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$1,034.80
4094-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$7,006.17
6836-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$4,275.69
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	\$115,467.26
5423-0001 SERV	ComEd	Electricity	1000	1100	53210	\$179.74
6974-0001 SERV	Cook's Direct, Inc. dba Cook's Correctional	Furn/Mach/Equip Small Value	1000	1100	52000	\$56,001.80
5723-0001 SERV	Door Systems ASSA ABLOY	Repair & Maintenance Facilities	1000	1100	53300	\$223.53
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	1000	1100	53300	\$13,234.60
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	\$1,666.00
6816-0001 SERV	Grainger	Furn/Mach/Equip Small Value, Operating Supplies & Materials, Auto/Mach/Equip Parts, Maintenance Supplies and Cleaning Supplies	1000	1100	52000 52200 52250 52270 52280	\$8,548.83
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	1000	1100	52270	\$1,802.41
5827-0001 SERV	Groot, Inc.	Custodial Services	1000	1100	53810	\$4,740.69
6355-0001 SERV	Hampton, Lenzini & Renwick, Inc. (HLR)	Building Improvements	6000	1220	54010	\$3,360.70
5599-0001 SERV	Home Depot	Furn/Mach/Equip Small Value, Operating Supplies & Materials and Maintenance Supplies	1000	1100	52000 52200 52270	\$2,136.00
6661-0001 SERV	Kluber, Inc.	Building Improvements	6000	1220	54010	\$6,132.50
6904-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$625.00
6293-0001 SERV	Luetkehans, Brady, Garner & Armstrong	Legal Services	1000	1100	53030	\$520.00
5448-0001 SERV	Mansfield Power and Gas LLC	Natural Gas	1000	1100	53200	\$50,420.22
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$22,050.85
6883-0001 SERV	Red Wing Brands of America Inc.	Wearing Apparel	1000	1100	52220	\$6,911.34
6889-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$5,346.51
6472-0001 SERV	TGA Park 88, LLC c/o Cushman & Wakefield	Lease of Buildings	1000	1100	54000-0700	\$24,199.95
6339-0001 SERV	Thompson Electronics Company	Repair & Maintenance Facilities	1000	1100	53300	\$6,750.00

Facilities Management Department

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
5442-0001 SERV	Trane U.S. Inc	Repair & Maintenance Facilities	1000	1100	53300	\$10,918.75
6191-0001 SERV	V3 Companies, Ltd.	Building Improvements	6000	1220	54010	\$12,378.28
6724-0001 SERV	Valdes Supply	Cleaning Supplies	1000	1100	52280	\$7,878.08
5972-0001 SERV	Village of Glendale Heights	Lease of Buildings	1000	1100	54000-0700	\$13,064.92
5425-0001 SERV	Village of Winfield	Water & Sewer	1000	1100	53220	\$404.31
5403-0001 SERV	Wheaton Sanitary	Water & Sewer	1000	1100	53220	\$44,139.80



Facilities Management Requisition Under \$30K

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

File #: 24-1744

Agenda Date: 6/18/2024

Agenda #: 8.A.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1744	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$19,635.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$19,635.00
	CURRENT TERM TOTAL COST: \$19,635.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: F.H. Paschen, S.N. Nielsen & Assoc. LLC	VENDOR #: 28367	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Dave Hunt	VENDOR CONTACT PHONE: 773-444-3474	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: dhunt@FHPaschen.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 F.H. Paschen, S.N. Nielsen & Associates LLC, to provide construction services to reconfigure the existing County Board room offices to conference space, for Facilities Management, for the period June 19, 2024 through November 30, 2024, for a total contract amount not to exceed \$19,635. Contract pursuant to the Intergovernmental Cooperation Act Omnia Partners Contract #04-27. Job #24-02901			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished These improvements will allow for an additional County Board staff office space as well as maintain egress requirements for the additional conference rooms that will be available for County departments to use.			

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	
SOURCE SELECTION	Describe method used to select source. Having the option to purchase under a Government Joint Purchasing Act gives the County the flexibility to obtain specific services from previously vetted vendors which reduces lead and down times on projects.
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 the approval of a contact to F.H. Paschen to provided labor and materials to perform construction services for Facilities Management, for a total contract not to exceed \$19,635.00. 2) Sending the project out to quote or bid, however this is not recommended do to additional time it will take and will not guarantee that a lower price for services will be found.

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: F.H. Paschen, S.N. Nielsen & Assoc. LLC	Vendor#: 28367	Dept: Facilities Management	Division:
Attn: Dave Hunt	Email: dhunt@FHPaschen.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 5515 N. East River Road	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60656	State: IL	Zip: 60187
Phone: 773-444-3474	Fax: 773-693-0064	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: F.H. Paschen, S.N. Nielsen & Assoc. LLC	Vendor#: 28367	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Geoffrey Matteson	Email: geoffrey.matteson@dupagecounty.gov
Address: 5515 N. East River Road	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60656	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 19, 2024	Contract End Date (PO25): Nov 30, 2024

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		BUILDING IMPROVEMENTS	FY24	6000	1220	54010	2402910	17,850.00	17,850.00
2	1	LO		BUILDING IMPROVEMENTS - Contingency	FY24	6000	1220	54010	2402910	1,785.00	1,785.00
										Requisition Total	\$ 19,635.00

FY is required, ensure the correct FY is selected.

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Provide construction services to reconfigure the existing County Board room offices to conference space, 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, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 06/18/24 Job #24-02901
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



F.H. Paschen

Job Order Contracting

Available through OMNIA Partners, F.H. Paschen is one of the largest and most experienced Job Order Contracting (JOC) Contractors in the nation.

A fast-track delivery method, Job Order Contracting enables our clients to quickly and cost-efficiently get a wide variety of projects completed through a single multi-year, competitively bid contract that is awarded based on performance and price. We have vast JOC experience that is unmatched in the industry. Most contractors have never done JOC and don't have the foundation to understand or handle JOC's complexities, which include bidding/pricing for thousands of units, and managing multiple projects simultaneously.

Click Your Industry

Education | Government

Nonprofit

Public Sector



K-12 Education



Higher Education



State & Local Government

F.H. Paschen Job Order Contracting is available on a competitively solicited, publicly awarded cooperative contract through OMNIA Partners.

- **Job Ordering Contracting**

Region 14 ESC - TX | 04-27

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



F.H. Paschen Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the

event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Job Ordering Contracting

Region 14 ESC - TX

Contract Number: 04-27

Initial Term: September 5, 2023 through August 31, 2026

Renewal Options: Option to renew for two (2) additional one-year periods through August 31, 2028

Executive Summary

- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)

Response Evaluation

- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Opening Documents](#)





OMNIA
PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

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Higher Education
Government
Nonprofit
Enterprise
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Real Estate

SOLUTIONS

Contract Offerings
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Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Tuesday, September 5th, 2023

F.H. Paschen, S.N Nielsen & Associates LLC
ATTN: James V. Blair
5515 N. East River Rd.
Chicago, IL 60656

Dear James:

Region XIV Education Service Center is happy to announce that F.H. Paschen, S.N Nielsen & Associates LLC has been awarded an annual contract for Job Ordering Contracting based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on August 31st, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and F.H. Paschen, S.N Nielsen & Associates LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:
Signature on File
8098E09E64EE4F7

Shane Fields
Region XIV, Executive Director



May 23, 2024

The County of DuPage
421 N County Farm Road
Wheaton, IL 60187
Attn: Geoff Matteson

RE: DuPage County Admin Office (Revision #03)

Dear Mr. Matteson,

F.H. Paschen has visited the project site with The County of DuPage and agreed to the following scope of work. We are pleased to present the following scope of work for your review.

Scope of Work

- Cut opening for new 3'x7' door in existing CMU brick in south wall.
 - Install lintel, bullnose edges, and fill CMU voids with mortar.
- Furnish and install new steel stud and track framing to create (1) new 13' 3 ½" wide by 9' tall wall.
- Furnish and install new (1) hollow metal frame.
- Furnish and install new (1) 3'x7' hollow metal door.
- Furnish and install new unfaced insulation and drywall for new walls.
- Prepare, prime and paint both sides of new 13' 3 ½" wide by 9' tall walls.
- Prepare, prime and paint (1) HM door, (1) door frame to match existing.
- Caulk and touch up paint around CMU door frame as needed.

The budgeted cost to furnish and install the above referenced work is **Seventeen Thousand Eight Hundred Fifty Dollars, \$17,850.00**

Clarifications

- This proposal includes using the OMNIA Partners Cooperative Agreement (Contract #04-27) and includes the associated fees.
- This proposal *excludes* any office wall demolition and drop ceiling work.
- This proposal *excludes* painting of corridor wall or existing office walls.
- This proposal *excludes* permit fees.
- This proposal *excludes* the removal and disposal of any hazardous material.
- This proposal *excludes* any unforeseen conditions that may arise.
- This proposal *excludes* any overtime or premium time, proposal is based on normal work hours.
- This proposal *excludes* any payment and performance bonds.
- This proposal *excludes* sales tax.
- This proposal *excludes* any mechanical, electrical, plumbing, or fire suppression work.
- This proposal *excludes* any furniture movement.
- This proposal includes only the following items described in the above scope.



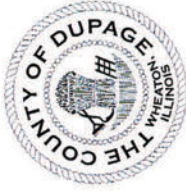
Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. All required documents will be submitted at your request. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Signature on File

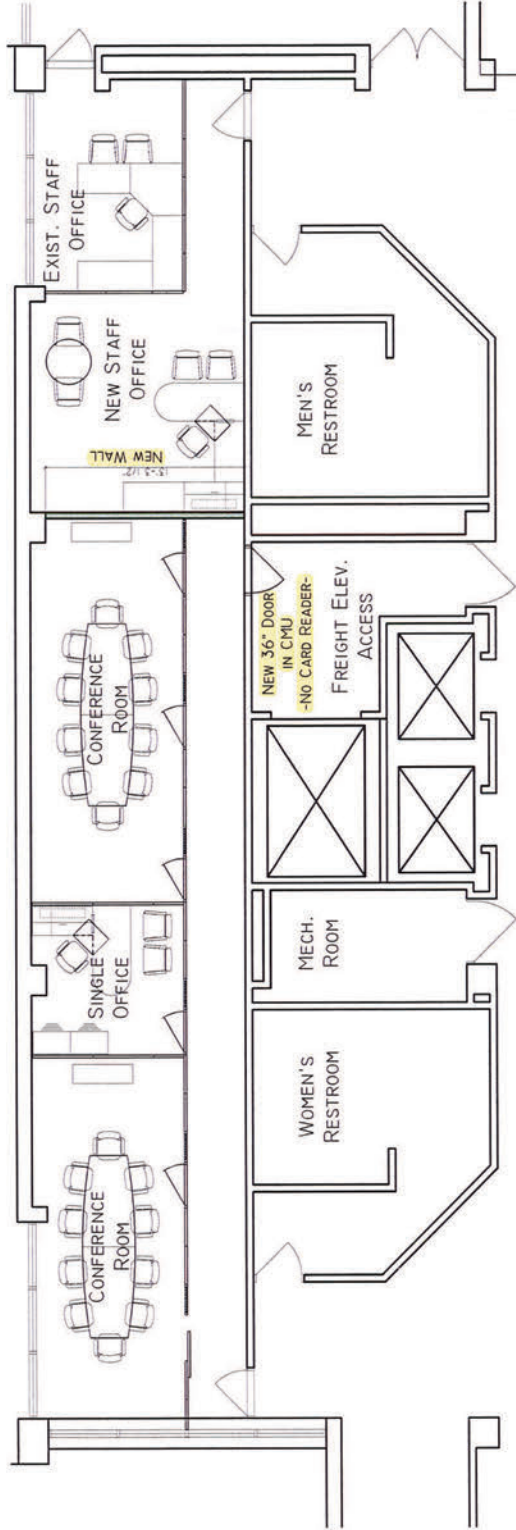
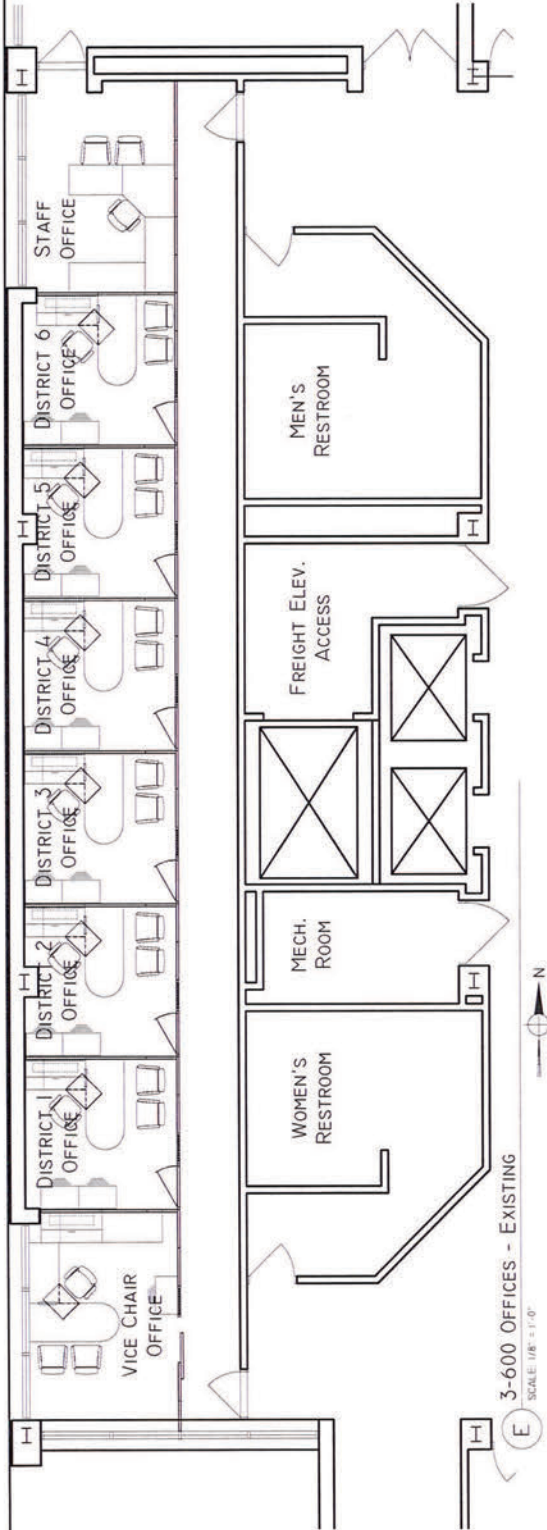
Dave Hunt
Project Executive

Cc: File



JTK Administration Building
421 N County Farm Road
Wheaton, IL

05/20/2024





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: May 28, 2024

Bid/Contract/PO #: _____

Company Name: F.H. Paschen, S.N. Nielsen & Associates, LLC	Company Contact: Dave Hunt
Contact Phone: 773-444-3474	Contact Email: dhunt@fhpaschen.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
Deb Conroy	F.H. Paschen	Cash	\$1,000.00	Jan 1, 2023

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 Dave Hunt

Title Project Executive

Date May 28, 2024

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



Public Works Requisition \$30,000 and Over

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

File #: PW-P-0013-24

Agenda Date: 6/18/2024

Agenda #: 19.D.

AWARDING RESOLUTION
ISSUED TO MID-AMERICAN WATER
TO FURNISH AND DELIVER WATEROUS PACER
HYDRANTS ON AN AS-NEEDED BASIS FOR THE
DUPAGE COUNTY PUBLIC WORKS UNDERGROUND
MAINTENANCE DEPARTMENT
(CONTRACT TOTAL AMOUNT: \$62,500)

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 Mid-American Water, to furnish and deliver Waterous Pacer Hydrants on an as-needed basis for the DuPage County Public Works Underground Maintenance Department, for the period of June 26, 2024 to June 25, 2025.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to Mid-American Water, to furnish and deliver Waterous Pacer Hydrants on an as-needed basis for the DuPage County Public Works Underground Maintenance Department, for the period of June 26, 2024 to June 25, 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 \$62,500, per lowest responsible bid #24-078-PW.

Enacted and approved this 25th day of June, 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 #: 24-078-PW	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$62,500.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$250,000.00
	CURRENT TERM TOTAL COST: \$62,500.00	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 waterous pacer hydrants per bid number 24-078-PW on an as needed basis for DuPage County Public Works Underground Maintenance not to exceed \$62,500.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Replacement of water hydrants is necessary periodically due to deterioration of old hydrants from age and/or unrepairable hydrant damage. Having these hydrants in Public Works stock is prudent so they are available when needed, particularly in an emergency situation.			

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): Jun 26, 2024	Contract End Date (PO25): Jun 25, 2025
Contract Administrator (PO25): Drew Cormican/Sandra Martinez			

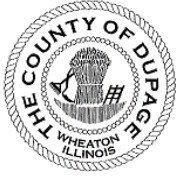
Purchase Requisition Line Details

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 waterous pacer hydrants on an as needed basis for DCPW Underground Maintenance per Bid 24-078-PW not to exceed \$75,000.00	FY24	2000	2640	52250		52,500.00	52,500.00
2	1	EA		Furnish and deliver waterous pacer hydrants on an as needed basis for DCPW Underground Maintenance per Bid 24-078-PW not to exceed \$75,000.00	FY25	2000	2640	52250		10,000.00	10,000.00
										Requisition Total	\$ 62,500.00

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 WATEROUS PACER HYDRANTS FOR PUBLIC WORKS 24-078-PW
 BID TABULATION



NO	ITEM	QTY	MID-AMERICAN WATER, INC.		CORE & MAIN, LP		ZIEBELL WATER SERVICE PRODUCTS, INC.		WATER PRODUCTS COMPANY	
			PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Red 5-1/4" Waterous Pacer Hydrant 6'	3	\$ 5,005.53	\$ 15,016.59	\$ 5,014.00	\$ 15,042.00	\$ 5,060.00	\$ 15,180.00	\$ 5,260.00	\$ 15,780.00
2	Red 5-1/4" Waterous Pacer Hydrant 5'6"	3	\$ 4,925.92	\$ 14,777.76	\$ 4,935.00	\$ 14,805.00	\$ 4,970.00	\$ 14,910.00	\$ 5,170.00	\$ 15,510.00
3	Yellow 5-1/4" Waterous Pacer Hydrant 6'	3	\$ 5,005.53	\$ 15,016.59	\$ 5,014.00	\$ 15,042.00	\$ 5,060.00	\$ 15,180.00	\$ 5,260.00	\$ 15,780.00
4	Yellow 5-1/4" Waterous Pacer Hydrant 5'6"	3	\$ 4,925.92	\$ 14,777.76	\$ 4,935.00	\$ 14,805.00	\$ 4,970.00	\$ 14,910.00	\$ 5,170.00	\$ 15,510.00
GRAND TOTAL			\$ 59,588.70			\$ 59,694.00		\$ 60,180.00		\$ 62,580.00

NOTES

1. Sigelock Systems, LLC did not meet the bid specifications and has been deemed non-responsive.

Bid Opening 06/07/2024 @ 2:30 PM	HK, BR
Invitations Sent	6
Total Vendors Requesting Documents	2
Total Bid Responses	5

SECTION 8 - BID FORM SIGNATURE PAGE

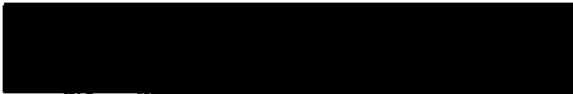
The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X  Sales Rep
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 7 day of June AD, 2024

 My Commission Expires: 10/12/2027
(Notary Public)



SEAL

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	UOM	QTY	PRICE	EXTENDED PRICE
1	Red 5-1/4" Waterous Pacer Hydrant 6'	EA	3	\$ 5005.53	\$ 15,016.59
2	Red 5-1/4" Waterous Pacer Hydrant 5'6"	EA	3	\$ 4925.92	\$ 14,777.76
3	Yellow 5-1/4" Waterous Pacer Hydrant 6'	EA	3	\$ 5005.53	\$ 15,016.59
4	Yellow 5-1/4" Waterous Pacer Hydrant 5'6"	EA	3	\$ 4925.92	\$ 14,777.76
GRAND TOTAL					\$ 59,588.70

GRAND TOTAL (In words) *fifty-Nine thousand five hundred eighty eight and Seventy cents.*



Required Vendor Ethics Disclosure Statement

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

6/7/24 Date: _____

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

Printed Name

Eric Lowe

Title

Sales Rep

Date

6/7/24

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-0029-24

Agenda Date: 6/18/2024

Agenda #: 10.A.

AWARDING RESOLUTION
ISSUED TO ENERWISE GLOBAL TECHNOLOGIES, LLC.
FOR PARTICIPATION IN DEMAND RESPONSE PROGRAM
(CONTRACT TOTAL AMOUNT: APPROXIMATELY \$31,773.00)
(REVENUE PAID TO COUNTY)

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

WHEREAS, to accomplish the foregoing, the General Assembly authorized the County to operate, maintain and keep in repair necessary COUNTY buildings and to enter into agreements for said purposes pursuant to Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1106 et. seq.; and

WHEREAS, pursuant to said authority, the COUNTY has installed and operates several compression ignition internal combustion engines ("CI ICE") to provide standby emergency electrical power to COUNTY buildings in the event of electrical power disruptions; and

WHEREAS, the COUNTY's CI ICE are capable of providing electrical power, on short notice, to COUNTY buildings during periods of peak energy demand; which action reduces the COUNTY's draw of electricity from the local electrical grid; and

WHEREAS, a private market exists for "Demand Response" programs, facilitated by curtailment service providers, in which participating CI ICE owners agree to operate their respective CI ICEs during periods of peak energy demand, (e.g., declared Energy Emergency Alerts per Federal regulations), to reduce the overall demand for electricity; and

WHEREAS, participants in Demand Response programs are paid regularly for their commitment to have electrical generation capacity available during such demand response events, together with additional compensation paid in accordance with the volume of electrical power generated during a demand response period; and

WHEREAS, proposals from curtailment service providers have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends that the County Board approve the proposal from Enerwise Global Technologies, LLC. to participate in its Demand Response Program for a one-year period from June 1, 2024 through May 31, 2025, with three, one-year options to renew, in which the County will be enrolled in PJM's emergency capacity demand response program and be compensated at 85% of

\$10.56/kW-Yr. for 2024-2025. The County will receive additional compensation of \$5,153.44/hr. for energy generated during all called events. Payments to the County will be made quarterly following the program year.

NOW, THEREFORE BE IT RESOLVED, that County RFP-23-012-FM for Facilities Management dated March 7, 2023, to participate in an electrical energy demand response program managed by Enerwise Global Technologies, LLC., for a one-year period from June 1, 2024 through May 31, 2025, is hereby approved for issuance by the County's Procurement Division to Enerwise Global Technologies, LLC., 1001 Fleet Street, Suite 400, Baltimore, MD 21202

BE IT RESOLVED, that the County Board Chair is hereby directed to execute the contract with Enerwise Global Technologies, LLC. and to further execute such other documents as necessary and, or, prudent to complete the transaction hereby authorized.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution to Enerwise Global Technologies, LLC., 1001 Fleet Street, Suite 400, Baltimore, MD 21202; Nicholas Alfonso, State's Attorney's Office, and the Department of Public Works.

Enacted and approved this 25th day of June, 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#: 24-1774	RFP, BID, QUOTE OR RENEWAL #: RFP-23-012-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$31,773.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$127,092.00
	CURRENT TERM TOTAL COST: \$31,773.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Enerwise Global Technologies, LLC	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Becky Carfagno	VENDOR CONTACT PHONE: 844-276-9371	DEPT CONTACT PHONE #: x5670	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.gov
VENDOR CONTACT EMAIL: becky.carfagno@CPowerEnergyManagement.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 to award a contract to Enerwise Global Technologies, LLC for participation in Demand Response Program, contract for called emergency events, for approximately \$31,773, for a one-year period from June 1, 2024 through May 31, 2025, per renewal option under RFP-23-012-FM. First option to renew. (Revenue paid to County)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Revenue to DuPage County for participation in demand response program.			

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.
RENEWAL OF RFP	

SECTION 3: DECISION MEMO	
SOURCE SELECTION	Describe method used to select source. The RFP evaluated the vendor's competence to perform, demand response program and the amount of the revenue generated shared with the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve agreement with Enerwise Global Technologies, LLC. for curtailment services and realize approximately \$31,773 with possible additional revenue compensated at \$5,153.44/hr for energy generated during called events. 2) Do not approve the agreement and do not participate in Demand Response programs generating no revenue.

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.

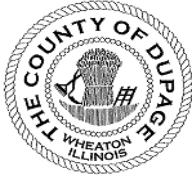
SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: See Procurement	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: See Procurement	Vendor#:	Dept: n/a	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): Jun 1, 2024	Contract End Date (PO25): May 31, 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		EA									0.00
<i>FY is required, ensure the correct FY is selected.</i>											Requisition Total \$ 0.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Revenue to DuPage County for Demand Response
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. PW: 6/18/24 CB: 6/11/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 CURTAILMENT SERVICE PROVIDER TO ENROLL COUNTY INTO
 DEMAND RESPONSE PROGRAM 23-012-FM
 BID TABULATION

√

Criteria	Available Points	Enerwise Global dba CPower Energy Mgmt.	NRGSC
Firm Qualifications	5	5	3
Key Qualifications	5	5	4
Project Understanding	30	30	29
Price	60	60	57
Total	100	100	93

Proceeds to DuPage County	\$ 31,773.00	\$ 30,348.00
Percentage of points	100%	96%
Points awarded (wtd against lowest price)	60	57

NOTES

RFP Posted on 2/14/2023	
Bid Opened On 3/7/2023, 2:30 PM CST by	VC, DW
Invitations Sent	16
Total Requesting Documents	0
Total Bid Responses Received	2

From: [Becky Carfagno \(CPower\)](#)
To: [Calvente, Valerie](#)
Cc: [David Novak](#); [Harbaugh, Tim](#); [Figlewski, Catherine](#)
Subject: FW: Enerwise Global Technologies, LLC dba CPower Energy Management Price for DuPage County
Date: Friday, June 7, 2024 9:40:26 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[ENERWISE GLOBAL dba CPOWER ENERGY MGMT - SECTION 8 BID FORM PRICING.pdf](#)
[Vendor Ethics Disclosure 12-13-2023.pdf](#)

[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Good morning,

I apologize for the delay, I didn't see your email right away. I completed the section below as well as confirmed the start and end dates.

I am having problems opening the Vendor Ethics Disclosure; error message below. I am working with my IT team and David was going to try to convert to Word for me.

I am sorry I missed your calls this morning, I was on a conference call and couldn't answer.

Please review and let me know if you have any questions.

Have a wonderful weekend.

Becky

Becky Carfagno

Account Manager | Mid-Central (PJM & MISO)

E: Becky.Carfagno@cpowerenergy.com

O: 610-894-6863



From: Calvente, Valerie <Valerie.Calvente@dupagecounty.gov>
Sent: Wednesday, June 5, 2024 11:57 AM
To: Becky Carfagno (CPower) <Becky.Carfagno@CPowerEnergy.com>
Cc: Harbaugh, Tim <Tim.Harbaugh@dupagecounty.gov>; Figlewski, Catherine <Catherine.Figlewski@dupagecounty.gov>
Subject: Enerwise Global Technologies, LLC dba CPower Energy Management Price for DuPage County

Caution: **External Email**

Hello Becky,

I trust your day is progressing wonderfully as mine.

It's been a year since our last communication regarding DuPage County RFP# 23-012-FM Curtailment Service Provider to Enroll County into Demand Response Program. I've attached Year 1 pricing provided by Enerwise Global. Can you please provide me with Year 2 pricing by completing the tables below?

SECTION 1

NO	YEAR	EMERGENCY CAPACITY kW ENROLLMENT	BASE RESIDUAL AUCTION RATE \$/kW - YR.	DUPAGE COUNTY % SHARE
1	2024 - 2025	3279	10.56	85%

SECTION 2

If there are real events, the County will also earn energy payments for each real event hour. At full performance, provide the energy payment rate for DuPage County.

NO	ITEM	PER HOUR
1	Real Events	\$5,153.44

* During real events the energy payments to DuPage County will be paid the rate of \$1,571.65 per MWH for the percentage of overperformance.

In addition, I am confirming the time period of June 1, 2024, through May 31, 2025; correct? Correct, the season started on June 1 of 2024 and will end on May 31, 2025

Should you have any questions or concerns, do not hesitate to let me know.

Thank you,

Valerie

Valerie Calvente, NIGP-CPP
Chief Procurement Officer
DuPage County Finance – Procurement
421 N. County Farm Road
Wheaton, IL 60187
630-407-6184
valerie.calvente@dupagecounty.gov

[DuPage County Vendor Registration](#)



SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Enerwise Global Technologies, LLC
Main Business Address	1001 Fleet St.
	Suite 400
City, State, Zip Code	Baltimore, MD 21202
Telephone Number	844-276-9371
Fax Number	
Proposal Contact Person	Becky Carfagno
Email Address	Becky.Carfagno@CPowerEnergyManagement.com

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

_____ John Horton (President or Partner)	_____ (Vice-President or Partner)
_____ Shelley Schopp (Secretary or Partner)	_____ Mike Abramson (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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 Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal 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 Offeror 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 Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-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 proposal and has checked the same in detail before submitting this proposal, 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. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided 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 offeror, 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 cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X Signature on file SVP
(Signature and Title)

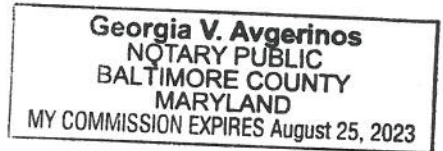
CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 22 day of February AD, 2023

Signature on file
[Signature]

My Commission Expires: _____
(Notary Public)





Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Enerwise Global Technologies, LLC, d/b/a CPower	Company Contact: Legal Dept.
Contact Phone: 1-844-276-9371	Contact Email: legal@cpowerenergymanagement.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature _____
 Printed Name Shelley Schopp
 Title Senior Vice President
 Date 6/10/2024

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-0014-24

Agenda Date: 6/18/2024

Agenda #: 19.C.

AWARDING RESOLUTION ISSUED
TO STEWART SPREADING, FOR DAILY REMOVAL AND LAND
APPLICATION OF BIOSOLIDS FROM BOTH THE WOODRIDGE GREENE
VALLEY WASTEWATER TREATMENT PLANT AND THE KNOLLWOOD
WASTEWATER TREATMENT PLANT
(CONTRACT TOTAL AMOUNT: \$2,095,000)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Stewart Spreading, for the daily removal and land application of biosolids from both the Woodridge Greene Valley Wastewater Treatment Plant and the Knollwood Wastewater Treatment Plant, for the period of October 1, 2024, to September 30, 2028.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, Stewart Spreading, for the daily removal and land application of biosolids from both the Woodridge Greene Valley Wastewater Treatment Plant and the Knollwood Wastewater Treatment Plant, for the period of October 1, 2024, to September 30, 2028, be, and it is hereby approved for issuance of a County Contract by the Procurement Division to Stewart Spreading, 3870 N. Route 71, Sheridan, Illinois 60551, for a contract total amount not to exceed \$2,095,000; per most qualified offer, per bid #19-148-PW, first of two 4-year options to renew.

Enacted and approved this 25th day of June, 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 #: 19-148-PW	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,460,883.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/04/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,500,000.00
	CURRENT TERM TOTAL COST: \$2,095,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Stewart Spreading Inc	VENDOR #: 12449	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Greg Halmagyi	VENDOR CONTACT PHONE: 630-768-3085	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: gregh@stewartspreading.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 renewal contract with Stewart Spreading, Inc. for the daily removal and land application of biosolids from both the Woodridge Green Valley & Knollwood Wastewater Treatment Facilities for the period of 10/1/24-9/30/28. This is the first of two 4-year renewal option with Stewart Spreading.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished As sewage is treated at the facilities, clean water and biosolids are produced. The clean water is processed and discharged to a receiving stream; the sludge is anaerobically digested for the conversion of solids to gas and then de-watered. The de-watered sludge needs to be removed from the treatment plant on a daily basis and land applied. This removal process is required to comply with EPA operating permits as well as state and federal regulations.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

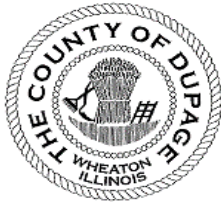
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Stewart Spreading, Inc.	Vendor#: 12449	Dept: DuPage County Public Works	Division: Public Works
Attn: Greg Firrantello	Email: greg@stewartspreading.com	Attn: Magda	Email: pwaccountspayable@dupageco.org
Address: 3870 N. Route 71	City: Sheridan	Address: 7900 S. Route 53	City: Woodridge
State: IL	Zip: 60551	State: Illinois	Zip: 60517
Phone: 815-695-5667	Fax: 815-712-5770	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2024	Contract End Date (PO25): Sep 30, 2028
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		Daily Removal and land application of biosolids from both the Woodridge Greene Valley & Knollwood Wastewater Treatment Facilities for period 10/1/24 through 9/30/28 per first renewal option per bid 19-148-PW.	FY24	2000	2555	53811		50,000.00	50,000.00
2	1	EA		Daily Removal and land application of biosolids from both the Woodridge Greene Valley & Knollwood Wastewater Treatment Facilities for period 10/1/24 through 9/30/28 per first renewal option per bid 19-148-PW.	FY25	2000	2555	53811		475,000.00	475,000.00
3	1	EA		Daily Removal and land application of biosolids from both the Woodridge Greene Valley & Knollwood Wastewater Treatment Facilities for period 10/1/24 through 9/30/28 per first renewal option per bid 19-148-PW.	FY26	2000	2555	53811		505,000.00	505,000.00
4	1	EA		Daily Removal and land application of biosolids from both the Woodridge Greene Valley & Knollwood Wastewater Treatment Facilities for period 10/1/24 through 9/30/28 per first renewal option per bid 19-148-PW.	FY27	2000	2555	53811		525,000.00	525,000.00
5	1	EA		Daily Removal and land application of biosolids from both the Woodridge Greene Valley & Knollwood Wastewater Treatment Facilities for period 10/1/24 through 9/30/28 per first renewal option per bid 19-148-PW.	FY28	2000	2555	53811		540,000.00	540,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 2,095,000.00

<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
 REMOVAL AND LAND APPLICATION OF BIOSOLIDS 19-148-PW
 BID TABULATION

No.	Description	QTY	UOM	✓		SYNAGRO	
				STEWART SPREADING		Price	Extended Price
				Price	Extended Price	Price	Extended Price
1	REMOVAL AND LAND APPLICATION OF BIOSOLIDS	17,000	CU./YD.	\$ 19.85	\$ 337,450.00	\$ 32.95	\$ 560,150.00
Grand Total					\$ 337,450.00		\$ 560,150.00

2	Alternate 1 - Knollwood Sludge Dewatering: Dewatering, hauling and land application (As needed).	1	GALLON	\$ 0.12	\$ 0.12	\$ 0.10	\$ 0.10
3	Alternate 2 - Remove Biosolids from treatment plant beyond Monday-Friday 5:00 AM through 7:00 PM (As needed) <input type="checkbox"/>	1	CU./YD.	\$ 25.00	\$ 25.00	\$ 32.95	\$ 32.95

Notes:

Quote Opening February 5, 2020 attended by	BB / DAA
Invitations Sent	57
Quote Documents Requested	12
Quote Submittals Received	2



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and STEWART SPREADING, INC. located at 3870 N. Route 71, Sheridan, IL 60551 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #19-148-PW which became effective on 10/1/2020 and which will expire 09/30/2024. The contract is subject to a first of two (2) options to renew for a four (4) year period.

The parties now agree to renew said agreement, upon the same terms as specified in the original contract, including Annual CPI Adjustment and No Fuel Surcharge effective 10/1/2024.

The contract renewal shall be effective on the date of last signature and shall terminate on 9/30/2028.

CONTRACTOR

THE COUNTY OF DUPAGE

[Redacted Signature]

SIGNATURE

SIGNATURE

Greg Halmagyi

PRINTED NAME

Henry Kocker

PRINTED NAME

Business Development Manager

PRINTED TITLE

Buyer I

PRINTED TITLE

June 3, 2024

DATE

DATE

SECTION 7 - BID FORM PRICING

REMOVAL AND LAND APPLICATION OF BIOSOLIDS 19-148-PW:

Description	UOM	QTY	Price	Extended Price
Remove Biosolids from Treatment Plant	CU-YD/Year	17,000	\$ 19.85	\$337,450.00
GRAND TOTAL				\$337,450.00
GRAND TOTAL (In words) Three Hundred, Thirty Seven Thousand, Four Hundred Fifty Dollars and Zero Cents				

ALTERNATE 1: Knollwood Sludge De-watering: Dewatering, hauling and land application (As needed) \$ 0.12 / Gallon
(Twelve Cents per Gallon)

ALTERNATE 2: Remove Biosolids from treatment plant beyond Monday-Friday 5:00 AM through 7:00 PM (As needed) \$ 25.00 /CU. YD.
(Twenty Five Dollars per Cubic Yard)

**SECTION 8 – MANDATORY FORMS
PROPOSAL FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Stewart Spreading, Inc.
Main Business Address	3870 N. Route 71
City, State, Zip Code	Sheridan, Illinois 60551
Telephone Number	815-695-5667
Fax Number	815-695-5770
Proposal Contact Person	Greg Halmagyi, Business Development Manager
Email Address	greg@stewartspreading.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

Michelle L. Stewart
(President or Partner)

N/A
(Vice-President or Partner)

Michelle L. Stewart
(Secretary or Partner)

John C. Stewart
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal 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 Manager, DuPage Center, 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, 2, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal 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 Offeror 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 Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-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 proposal and has checked the same in detail before submitting this proposal, 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. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided 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 offeror, 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 cost schedule.

PROPOSAL AWARD CRITERIA:

This proposal will be awarded to the most responsive, responsible vendor.

PROJECT START AND COMPLETION DATES:

The start date shall occur October 1, 2020.

The Contractor agrees to provide the equipment, 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.

[Redacted Signature] _____
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 3rd day of February, AD, 2020

[Redacted Signature] _____

My Commission Expires: 5/9/20
(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: 06/03/2024

Bid/Contract/PO #: 19-148-PW

Company Name: <u>Stewart Spreading, Inc.</u>	Company Contact: <u>Greg Halmagyi</u>
Contact Phone: <u>815-695-5667</u>	Contact Email: <u>ghalmagyi@stewartspreading.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 Signature]

Printed Name Greg Halmagyi

Title Business Development Manager

Date June 3, 2024

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



Public Works Resolution

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

File #: PW-R-0004-24

Agenda Date: 6/18/2024

Agenda #: 19.A.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE ITASCA PARK DISTRICT GRANTING A PERMANENT NON-EXCLUSIVE EASEMENT FOR THE ROHLWING ROAD MULTI-USE PATH PROJECT

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

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

WHEREAS, the Illinois General Assembly has authorized the COUNTY to operate a system of waterworks and sanitary sewers, and to regulate the use and operation thereof, pursuant to 55 ILCS 5/5-15001, et seq.; and

WHEREAS, the DISTRICT and COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the “Transfer Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, the COUNTY currently owns and operates a property known as the Nordic Wastewater Treatment Plant located at 649 Rohlwing Road, Itasca, Illinois 60143, Parcel Identification Number 03-18-100-002; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the DISTRICT, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent non-exclusive easement for the construction of the Multi Use Path within the portion of the premises of the Nordic Wastewater Treatment Plant property legally described in Exhibit A, attached hereto and incorporated herein, and depicted in Exhibit B, attached hereto and incorporated herein (hereinafter referred to as “Easement Premises”); and

WHEREAS, the COUNTY and the DISTRICT have determined that a multi-use path (“path”) may be constructed upon the Easement Premises, so long as the construction of the path (hereinafter “PROJECT”) is wholly organized and paid for by the DISTRICT, and subject to the terms of this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the COUNTY and VILLAGE is hereby accepted and approved and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the County.

Enacted and approved this 25th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE ITASCA PARK DISTRICT GRANTING A PERMANENT NON-EXCLUSIVE
EASEMENT FOR THE ROHLWING ROAD MULTI-USE PATH PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 25th of June, 2024 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the ITASCA PARK DISTRICT, a body politic and corporate, with offices at 350 Irving Park Rd, Itasca, IL 60143 (hereinafter referred to as the DISTRICT).

R E C I T A L S

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

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

WHEREAS, the Illinois General Assembly has authorized the COUNTY to operate a system of waterworks and sanitary sewers, and to regulate the use and operation thereof, pursuant to 55 ILCS 5/5-15001, *et seq.*; and

WHEREAS, the DISTRICT and COUNTY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the “Transfer Act”; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, the COUNTY currently owns and operates a property known as the Nordic Wastewater Treatment Plant located at 649 Rohlwing Road, Itasca, Illinois 60143, Parcel Identification Number 03-18-100-002; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the DISTRICT, pursuant to a duly passed ordinance, has determined that it is necessary to be granted a permanent non-exclusive easement for the construction of the Multi Use Path within the portion of the premises of the Nordic Wastewater Treatment Plant property legally described in **Exhibit A**, attached

hereto and incorporated herein, and depicted in **Exhibit B**, attached hereto and incorporated herein (hereinafter referred to as “Easement Premises”); and

WHEREAS, the COUNTY and the DISTRICT have determined that a multi-use path (“path”) may be constructed upon the Easement Premises, so long as the construction of the path (hereinafter “PROJECT”) is wholly organized and paid for by the DISTRICT, and subject to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the promises, 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 a 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.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the construction of a boardwalk path that will cross DuPage County owned property known as the Nordic Wastewater Treatment Plant located east of Rohlwing Road in Itasca, Illinois.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering plans prepared by Hitchcock Design Group with a latest revision date of February 2024, which document is incorporated herein by reference but is not attached hereto due to space limitations.
- 2.3 The COUNTY shall grant to the DISTRICT a permanent, non-exclusive “Multi-Use Path Easement” over and along the area of the proposed multi-use path through the Nordic Wastewater Treatment Plant property in compliance with the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, with a plat of said easement attached hereto as Exhibit B.
- 2.4 The legal description for the easement plat has been prepared prior to the execution of this Agreement. The need to correct any legal description, at any time, shall therefore not require a formal amendment to this AGREEMENT and, or, its exhibits.

3.0 FUNDING.

- 3.1 The entire cost of the PROJECT will be paid by the DISTRICT.

4.0 DISTRICT'S RESPONSIBILITIES.

- 4.1 The DISTRICT shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).
- 4.2 The DISTRICT shall be solely responsible for the construction of the multi-use path and all costs associated therewith, which construction shall occur pursuant to plans approved by both the DISTRICT and COUNTY, and such approval shall not be unreasonably withheld. The DISTRICT shall maintain the landscape within the Easement. The DISTRICT shall be solely responsible for the operation, inspection, repair, maintenance, extension, and replacement of the multi-use path located in the Easement. Short and Long-term maintenance of the multi-use path on COUNTY property known as the PROJECT site shall also be the responsibility of the DISTRICT. The cost of the multi-use path and its maintenance shall be paid by the DISTRICT.
- 4.3 The DISTRICT will have three (3) years from the date of execution of this AGREEMENT to complete the construction of the multi-use path. Should the DISTRICT fail to complete construction of the path within the allotted time, the Easement herein contemplated to be granted shall be null and void. The construction of the multi-use path will be the sole responsibility of the VILLAGE to obtain permits, provide construction plans, and complete the bid process for the work.
- 4.4 It will be the sole responsibility of the DISTRICT to pay for any and all costs related to the permitting and construction of the multi-use path.
- 4.5 The DISTRICT will be responsible for making direct payments to all contractors, consultants, and vendors providing services related to the multi-use path.
- 4.6 The Parties acknowledge and agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any third party or person other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever, with respect to the DISTRICT's construction of the multi-use path.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents

(i.e. plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining COUNTY project approval, and the use of all data collected as part of the PROJECT.

- 5.2 If the DISTRICT chooses not to construct the multi-use path at this time the COUNTY will grant the DISTRICT three (3) years from the date of this AGREEMENT to construct the path at a later time.
- 5.9 The COUNTY retains the right to use the Easement in such manner as is necessary and appropriate, specifically including for the purposes of public and private utility installations, provided that no permanent obstruction or structure shall be erected or located over said Easement by the COUNTY, nor shall any other activities be undertaken that unreasonably interfere with the intended use thereof as a multi-use path.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The DISTRICT shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The DISTRICT shall indemnify, hold harmless and defend the COUNTY, its successors and assigns, including the COUNTY's officials, officers, employees, and agents, from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use, operation, inspection, repair, maintenance and replacement of the multi-use path constructed within the Easement.
- 7.2 The DISTRICT agrees to include the COUNTY as additional insured on all policies required of the third parties (consultants and contractors) performing work and, or, maintenance on the multi-use path. The minimum insurance coverage amounts, as stated in the DISTRICT's PROJECT bid specifications, shall be maintained in force at all times a DISTRICT-hired third party is performing work and, or, maintenance on the multi-use path. The DISTRICT further agrees to require all DISTRICT-hired third parties (consultants and contractors) performing work and, or, maintenance on the multi-use path to execute individual agreements with the County agreeing to indemnify, defend, and hold the party harmless from and against all claims of any sort arising out of the negligent or willful misconduct, errors or omissions by said DISTRICT-hired third parties.
- 7.3 The DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the COUNTY as an additional insured party on said vendor's liability insurance policy. Further,

the DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, through 7.4 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S or its consultants', contractors' or agents' duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the DISTRICT or its consultants, contractors or agents. The DISTRICT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 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:
- 9.1.1 May 30, 2027, or to a new date agreed upon by the parties.
- 9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 30, 2027.
- 9.2 Further, notwithstanding Paragraph 9.1, all terms and conditions that by their nature the Parties intend to survive termination or completion of this AGREEMENT, including without limitation the time permitted the DISTRICT

for completion of construction of the multi-use path, shall survive any earlier termination of the AGREEMENT in full force and effect.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 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.
- 10.4 In the 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.

11.0 SEVERABILITY.

- 11.1 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.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court for DuPage County.

13.0 NOTICES.

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

Maryfran Leno
Executive Director
Itasca Park District
350 E. Irving Park Road
Itasca, Illinois 60143

Nicholas Kottmeyer
Superintendent
DuPage County Public Works
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

ITASCA PARK DISTRICT

Deborah A. Conroy,
Chair
DuPage County Board

LINDA AIANI
President
Itasca Park District Board of Commissioners

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Dan Kompanowski
Secretary Itasca Park District



PLAT OF EASEMENT

PART OF THE SOUTH HALF OF FRACTIONAL SECTION 7, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

CITY RESOLUTION _____
PASSED ON _____

OWNER'S CERTIFICATE

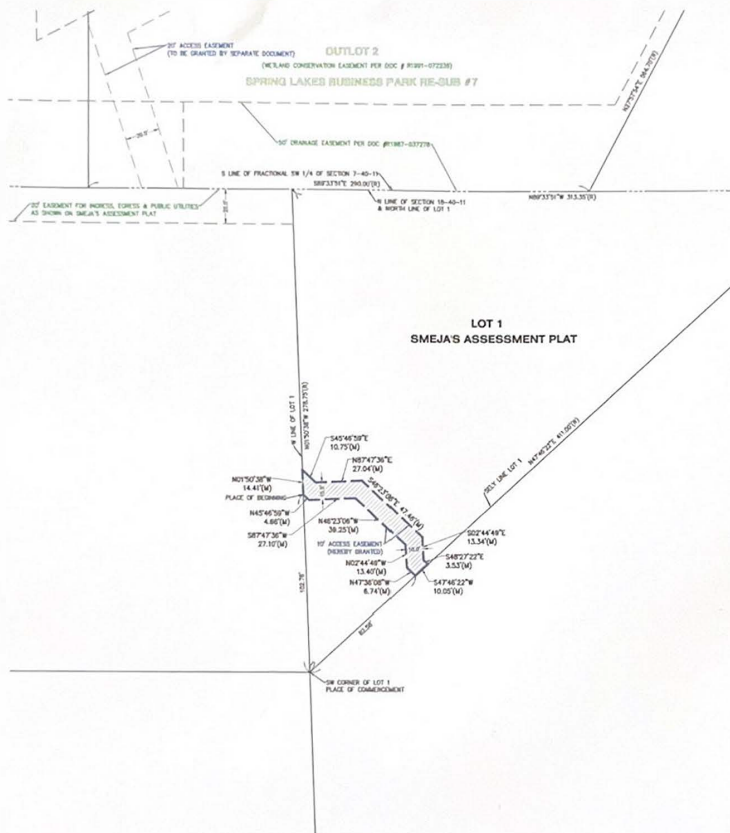
This is to certify that the undersigned, _____, is/are the legal owner(s) of the land described on the plat herein drawn and as shown hereon that he (they) has (have) caused said land to be plotted as shown hereon, for the purpose of having this plat recorded and easement rights conveyed as provided by law, in witness where I (we) have hereunder set my (our) hand (s) at _____
City of _____, A.D., 20____

NOTARY CERTIFICATE

I, the undersigned, a Notary Public in and for the county and state aforesaid, do hereby certify that _____ of _____ personally known to me to be the same person or persons whose name or names are subscribed to the foregoing instrument as _____ respectively subscribed before me this day in person and acknowledged that they signed and delivered the said instrument to their use free and voluntary act for the uses and purposes set forth. Given under my hand and notarial seal, this _____ day of _____, A.D., 20____

PARK DISTRICT CERTIFICATE

Approved and accepted by the Itasca Park District, DuPage County, Illinois.
[Signature]
[Signature]



LEGAL DESCRIPTION OF EASEMENT:
Part of Lot 1 in Smeja's Assessment Plat, being a Subdivision of part of the Northwest Quarter of Section 18, Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat hereof recorded on April 1, 1958 as Document No. 875274 described as follows: Commencing at the Southeast corner of said Lot 1, thence North 01 degree 50 minutes 38 seconds West along the West line thereof, 102.78 feet to the Place of Beginning; thence continuing North 01 degree 50 minutes 38 seconds West along said West line, 14.41 feet; thence South 05 degree 46 minutes 59 seconds East, 10.75 feet; thence North 87 degree 47 minutes 38 seconds East, 27.04 feet; thence South 46 degrees 23 minutes 06 seconds East, 47.46 feet; thence South 02 degrees 44 minutes 49 seconds East, 13.34 feet; thence South 48 degrees 27 minutes 22 seconds East, 1.53 feet to the Southeastery line of said Lot 1; thence South 47 degrees 46 minutes 22 seconds West along the said Southeastery line, 10.05 feet; thence North 43 degrees 36 minutes 08 seconds West, 6.34 feet; thence North 02 degrees 44 minutes 49 seconds West, 13.40 feet; thence North 45 degrees 23 minutes 06 seconds West, 39.25 feet; thence South 87 degree 47 minutes 38 seconds West, 27.10 feet; thence North 45 degrees 40 minutes 59 seconds West, 4.66 feet to the Place of Beginning in DuPage County, Illinois.

EASEMENT PROVISIONS

A perpetual and non-exclusive easement is hereby granted to the Itasca Park District, its successors and assigns (hereinafter "District") for the construction, extension, use, operation, inspection, repair, maintenance, and replacement of a multi-use pathway upon, along, across and over the areas described herein and herein identified as District Easement for the use and enjoyment of the general public, along with the right to enter upon the District's Easement with such personnel and equipment as may be deemed necessary for all such uses and purposes. The District shall be solely responsible for the initial construction or extension of the multi-use paved pathway and all costs associated therewith, which construction shall occur pursuant to a plan approved by the District. The District shall maintain the landscape within the District's Easement. The District shall be solely responsible for the operation, inspection, repair, maintenance, extension and replacement of the multi-use paved pathway located in the District's Easement. The District shall indemnify, hold harmless and defend the County, its successors and assigns, including the County's officials, officers, employees and agents, from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the use, operation, inspection, repair, maintenance and replacement of the multi-use paved pathway constructed within the District's Easement. Nothing contained herein shall be construed as prohibiting the County, its officials, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The District shall likewise be liable for the cost, fees and expenses incurred in the County or the District's defense of any such claims, actions, or suits. The County retains the right to use the Easement in such manner as is necessary and appropriate, specifically including for the purposes of public and private utility installations. This Easement and its terms are granted and agreed to in compliance with the Intergovernmental Cooperation Act and the Local Government Property Transfer Act. This Easement shall be null and void should the District fail to complete construction of the Multi-Use Path herein contemplated within three (3) years of the date of the grant of this Easement.



CLIENT: ITASCA PARK DISTRICT
DRAWN BY: P.J.D. CHECKED BY: APG
SCALE: 1"=50' SHEET 18 OF 45 SHEETS
DATE OF BEARING: 3 EAST (TIME MAGNETIC 2021)
P.L.N.: 03-18-100-002
JOB NO.: 242781-C I.B. P.E.A.
FIELDWORK COMP. N/A B.E. P.G.
AS PERMITTED UNDER THE SURVEYING ACT, PARTS HEREOF CONNECTED TO MAP

[Symbol] = ACCESS EASEMENT HEREBY GRANTED

THIS PLAT PRESENTED FOR RECORDING:



05/28/24 (P.O.) REVISED PER CLIENTS REVIEW
05/23/24 (P.O.) REVISED PER CLIENTS REVIEW
STATE OF ILLINOIS) S.S.
COUNTY OF McHENRY)

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.
Dated at Woodstock, McHenry County, Illinois, 05/28 A.D., 20 24.
Vanderstappen Land Surveying, Inc.
Design Firm: _____
By: _____ Illinois Professional Land Surveyor No. 3057



Facilities Management Requisition Under \$30K

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

File #: 24-1746

Agenda Date: 6/18/2024

Agenda #: 12.A.



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-1647	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$2,244.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 06/18/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$29,500.00
	CURRENT TERM TOTAL COST: \$27,256.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Allied Valve, Inc.	VENDOR #: 21794	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Frank Comia	VENDOR CONTACT PHONE: 800-827-1197 x2709	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: Frank.Comia@alliedvalve.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 Allied Valve, Inc., to provide testing, repair, and re-certify safety relief valves for boilers at Power Plant, for Facilities Management, for the period March 11, 2024 through March 10, 2025, for a total contract amount not to exceed \$27,256 per lowest quote #249691.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Annual testing, calibrating, and re-certification is required on all boiler safety valves.			

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: Allied Valve, Inc.	Vendor#: 21794	Dept: Facilities Management	Division:
Attn: Frank Comia	Email: Frank.Comia@alliedvalve.com	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 107 Dollar Tree Lane	City: Joliet	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60436	State: IL	Zip: 60187
Phone: 800-827-1197	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Allied Valve, Inc.	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Gavin Carroll	Email: gavin.carroll@dupagecount.gov
Address: PO Box 490	City: Bettendorf	Address: 410 N. County Farm Road	City: Wheaton
State: IA	Zip: 52722	State: IL	Zip: 60187
Phone: 563-359-81 00	Fax:	Phone: 630-918-4933	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 11, 2024	Contract End Date (PO25): Mar 10, 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	LO		REPAIR & MTCE OTHER EQUIPMENT	FY24	1000	1100	53370		26,756.00	26,756.00
2	1	LO		REPAIR & MTCE OTHER EQUIPMENT	FY25	1000	1100	53370		500.00	500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 27,256.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide testing, repair, and re-certify safety relief valves for boilers at Power Plant, 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, and Clara Gomez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 06/18/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



Estimate

Allied Valve, Inc
107 Dollar Tree Lane
Joliet IL 60436
United States

Page 1 of 1
Estimate #: 249691
Date: 5/10/2024

Ship To

DUPAGE COUNTY Facilities
410 N County Farm Rd
Wheaton IL 60187-3908
United States

Bill To

DUPAGE COUNTY FACILITIES Mgmt
421 NORTH COUNTY FARM ROAD
WHEATON IL 60187
United States

Sales Rep

Alex Orlovski
alex.orlovski@alliedvalve.com
(630) 615-8743

Contact Name: MARY VENTRELLA	Memo	Terms	Expires	FOB
mary.ventrella@dupagecounty.gov 1/630/407/5705		Net 30	5/24/2024	Our Delivery

Line#	QTY	Description	Tag	Lead Time	Price	Amount
1	1	TEST/REPAIR 2.5" Safety Valve HSJ-36-D .			\$2,235.00	\$2,235.00
	1	130203 Disc Assembly .			\$5,253.00	\$5,253.00
	1	200280 Gasket Kit .			\$567.00	\$567.00
	1	064962 Gasket .			\$182.00	\$182.00
2	1	TEST/REPAIR IF NEEDED 2.5" Safety Valve HSJ-36-D .			\$2,235.00	\$2,235.00
	1	130203 Disc Assembly .			\$5,253.00	\$5,253.00
	1	200280 Gasket Kit .			\$567.00	\$567.00
	1	064962 Gasket .			\$182.00	\$182.00

Subtotal \$16,474.00

Created by: Lori Gray





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: May 28, 2024

Bid/Contract/PO #: FM124228

Company Name: Allied Valve Inc	Company Contact: Frank Comia
Contact Phone: 312-2261506 x-2709	Contact Email: frank.comia@alliedvalve.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 Frank Comia

Title SRV Manager

Date May 28, 2024

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



Public Works Resolution

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

File #: PW-R-0005-24

Agenda Date: 6/18/2024

Agenda #: 19.B.

RESOLUTION APPROVING A CONSULTING AND CURED-IN-PLACE PIPE CREDIT AGREEMENT WITH INSITUFORM TECHNOLOGIES USA, LLC, IN CONNECTION WITH THE COUNTY'S OMNIA CONTRACT(S) FOR TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE

WHEREAS, pursuant to the agreement approved on February 13, 2007 in Resolution #FI-0034-07, the County is authorized to work with OMNIA Partners, Public Sector, Inc. (OMNIA Partners) to secure multi-state volume purchasing contracts; and

WHEREAS, pursuant to said authorization, the County previously issued its Solicitation # RFP 23-065-PW for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure; and

WHEREAS, the County, as the Principal Procurement Agency partnered with OMNIA Partners, desires to make the resultant contract resulting from RFP 23-065-PW from the 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, through OMNIA Partners' cooperative purchasing program; and

WHEREAS, Insituform Technologies USA, LLC, a Delaware corporation ("ITUSA"), submitted a proposal in response to RFP # 23-065-PW, and was subsequently awarded the contract via Resolution # FI-R-0020-24; and

WHEREAS, pursuant to the contract awarded by Resolution # FI-R-0020-24, ITUSA has presented the attached Consulting and Cured-in-Place Pipe Credit Agreement (hereafter "AGREEMENT"), whereby the County will be credited for its costs and expenses incurred while working with ITUSA in meetings, presentations, and phone calls to provide support to drive use of the Omnia Agreement.

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

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

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

BE IT FURTHER RESOLVED that under the AGREEMENT, the County will receive a credit equal to 0.5% of all revenue generated by ITUSA under contracts procured through the OMNIA Agreement with other Public Agencies located in the State of Illinois, up to a maximum of \$150,000.00, and all such credit(s) will be applied to Public Works.

Enacted and approved this 25th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

CONSULTING AND CURED-IN-PLACE PIPE CREDIT AGREEMENT

THIS CONSULTING AND CURED-IN-PLACE PIPE CREDIT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of June, 2024 by and between INSITUFORM TECHNOLOGIES USA, LLC, a Delaware corporation (“ITUSA”), and the COUNTY OF DUPAGE, ILLINOIS (“Consultant”), sometimes collectively “the Parties.”

RECITALS

WHEREAS, Consultant issued RFP 23-065-PW on October 19, 2023, to establish a national cooperative contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure; and

WHEREAS, Consultant, as the Principal Procurement Agency partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) desires to make the contract resulting from RFP 23-065-PW (also known as the “Master Agreement” in materials distributed by OMNIA Partners) 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.

WHEREAS, ITUSA desires to retain Consultant as an independent contractor to render certain consulting services to ITUSA, and Consultant desires to be so retained pursuant to the terms and conditions of this Agreement.

WHEREAS, Consultant shall act as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement.

WHEREAS, ITUSA submitted a proposal in response to RFP 23-065-PW and was subsequently awarded with the contract, referred to as the Omnia Partners Agreement #23-065-PW (“Omnia Agreement”).

WHEREAS, Consultant will be required to assist ITUSA in meetings, presentations, and phone calls to provide support to drive use of the Omnia Agreement and, in providing such support, Consultant will incur costs and expenses.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and the promises and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals:** All recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this AGREEMENT. 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.

2. **Services.** To support the promotion and use of OMNIA Agreement, Consultant shall assist ITUSA in securing projects with Public Agencies under the Omnia Agreement by engaging in, among other things, meetings, presentations and phone calls with representatives of Public Agencies as an independent contractor (the “Services”). The Services have been specially ordered and commissioned by ITUSA. The content, style, form and format of any work product of the Services shall be subject to approval by ITUSA and shall be consistent with ITUSA’s standards. ITUSA’s approval shall not be unreasonably withheld. Unless previously authorized in writing by ITUSA, Consultant shall have no authority to bind the ITUSA to any contract or agreement.

3. **Term and Termination of Agreement.** This Agreement shall be effective from the date first listed above until February 12, 2027, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement. This Agreement is terminable by either party at any time, with or without cause, effective upon thirty (30) days written notice to the other party. If ITUSA exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that ITUSA shall be obligated to credit Consultant for work performed up to the time of termination. If Consultant exercises its

right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.

Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the notice, or three (3) days from mailing of the notice, whichever occurs first. For the purposes of this section, material breach of this Agreement shall include but not be limited to the failure of Consultant to perform the Services in a commercially reasonable manner and/or within a commercially reasonable time.

This Agreement shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; or (b) sale of the business of either party.

4. Consultant's Compensation:

- a. **Credit Compensation and Reimbursement.** As compensation for the Consultant's Services, ITUSA will issue Consultant a Cured-In-Place-Pipe (CIPP) material credit as described below:
- b. **CIPP Credit Calculation:** Consultant will receive a credit equal to 0.5% of all revenue generated by ITUSA under contracts procured through the OMNIA Agreement with other Public Agencies located in the State of Illinois (the "CIPP Credit").
- c. **Annual Cap:** The CIPP Credit shall not exceed \$150,000 in any annual calendar period.
- d. **Credit Communications & Information:** On the second Monday of each month, ITUSA will provide the following documents to Consultant:
 - i. The previous month's sales associated with Public Agencies located in the State of Illinois under the OMNIA Agreement.
 - ii. The previous month's revenue associated with Public Agencies located in the State of Illinois who have procured and paid for work under the OMNIA Agreement.
 - iii. A memo accounting for all credits issued and any credits utilized by Consultant in the previous quarter.
 - iv. CIPP materials cost list from ITUSA's manufacturing business for use in calculating future credits. The CIPP materials cost list is considered "Confidential Information" for purposes of Paragraph 6 below.
- e. **CIPP Credit Application:** CIPP Credits will be applied to future CIPP projects procured under the OMNIA Agreement by Consultant.
- f. **CIPP Credit Example:** If the City of ABC, IL piggybacks the OMNIA Agreement to perform \$2,000,000 in various trenchless work, ITUSA will issue a credit memo to Consultant for \$10,000 (0.5% of \$2,000,000) for use towards future CIPP materials.

No other fees and/or expenses will be paid to Consultant. Consultant shall be solely responsible for any and all taxes applicable to such compensation. To the extent permitted by applicable law, Consultant shall defend, indemnify and hold harmless the ITUSA and their respective officers, directors, shareholders, employees, representatives and agents (or their equivalents) from all actions, claims, damages, demands, losses, liabilities, causes of action, costs and expenses, including attorneys' fees, of any kind arising out of or related to Consultant's failure with respect to its tax obligations in this Section 4.

5. Independent Contractor Relationship. The relationship of Consultant to ITUSA is that of an independent contractor. All Services shall be performed only by Consultant and Consultant's employees. Nothing contained herein or otherwise shall be construed in such manner as to create the relationship of employer/employee between Consultant, or any of Consultant's employees, and ITUSA. Neither Consultant, nor any of Consultant's employees, shall be entitled to participate in, and specifically disclaims and waives any rights to any benefit to, any benefits or benefit programs offered by ITUSA, to any employee or group of employees, including any health

insurance, disability insurance, pension, profit sharing, life insurance, vacation, incentive compensation or other benefits offered to any employee or group of employees. Consultant may represent, perform services for, or be employed by any additional persons or companies as Consultant sees fit.

5. **Personnel.** Consultant represents and warrants to ITUSA that its employees performing Services hereunder will have sufficient expertise, training and experience to accomplish the Services. Consultant agrees that Consultant is solely responsible to ensure all its personnel shall be appropriately compensated, taxes withheld, and other benefits made available as required by applicable law and regulations. To the extent permitted by applicable law, Consultant shall defend, indemnify and hold harmless the ITUSA and their respective officers, directors, shareholders, employees, representatives and agents (or their equivalents) from all actions, claims, damages, demands, losses, liabilities, causes of action, costs and expenses, including attorneys' fees, of any kind arising out of or related to Consultant's failure with respect to its obligations in this Section 5.

6. **Confidential Information.** For purposes of this Agreement, "Confidential Information" shall mean any and all proprietary information, regardless of whether kept in a document, in an electronic storage medium, or in Consultant's memory, concerning the business and operations of the ITUSA, which is disclosed or made known to Consultant in connection with the Services including any information (whether written or oral) made known to Consultant: (a) from any inspection, examination or review of the books, records, documents or files made available to Consultant by the ITUSA, (b) from communications with any officer, employee, agent or representative of the ITUSA, or (c) through disclosure or discovery in any other manner. "Confidential Information" includes but is not limited to all data, compilations, programs, devices, strategies, concepts, ideas, and methods concerning or related to:

- (a) ITUSA's financial condition, results of operations, and amounts of compensation paid to officers and employees;
- (b) Marketing and sales programs of ITUSA, the terms and conditions of sales and offers of sales of products or services by ITUSA, and strategic plans;
- (c) The terms, conditions, and current status of ITUSA's agreements and relationships with any customers, suppliers, or other entities;
- (d) The identities and business preferences of ITUSA's actual and prospective customers and suppliers or any employee or agent thereof with whom ITUSA communicates, along with ITUSA's practices and procedures for identifying prospective customers;
- (e) The names and identities of any and all of ITUSA's customers, including any and all customer lists or similar compilations;
- (f) The know-how, manufacturing processes and techniques, regulatory approval strategies, computer programs, data, schematics, design work, formulas, compositions, service techniques and protocols, new and existing product designs and specifications, any modifications to such product designs and specifications, and any other skills or ideas developed, accumulated, or acquired by ITUSA;
- (g) Personnel information, including the productivity and profitability (or lack thereof) of ITUSA's employees, agents, or independent contractors;
- (h) Any communications between ITUSA or its officers, directors, shareholders, or employees and any attorney retained by ITUSA for any purpose or any person retained or employed by such attorney for the purpose of assisting such attorney in his or her representation of ITUSA; and
- (i) The cost or overhead associated with the goods and services provided by ITUSA, along with ITUSA's pricing structure for its goods or services, including its margins, discounts, volume purchases, markups, or incentives.

Notwithstanding the foregoing, Confidential Information shall not include information which was or becomes publicly known without disclosure by Consultant, or which was or is acquired by Consultant from a third party who is not in breach of any confidentiality agreement with ITUSA, nor shall it include information which is required to be disclosed by Consultant under applicable law.

As used herein, "Trade Secrets" includes certain Confidential Information and means, as provided in the Uniform Trade Secrets Act (R.S.Mo. §§ 416.450 – 417.467), information, including a formula, pattern, compilation, program, device, method, technique, or process that (a) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Consultant acknowledges and agrees that ITUSA is engaged in a highly competitive business, and has expended or will expend significant sums of money and has invested or will invest a substantial amount of time to develop and use, and maintain the secrecy of, the Confidential Information and Trade Secrets. ITUSA has thus obtained, and will obtain, a valuable economic asset that has enabled or will enable it to develop an extensive reputation and to establish long-term business relationships with its suppliers, customers, and vendors. If such Confidential Information or Trade Secrets were disclosed to another person or entity or used for the benefit of anyone other than ITUSA, ITUSA would suffer irreparable harm, loss, and damage. Accordingly, Consultant acknowledges and agrees that:

- (a) The Confidential Information and Trade Secrets are, and at all times hereafter shall remain, the sole property of ITUSA;
- (b) Consultant shall use Consultant's best efforts and utmost diligence to guard and protect Confidential Information and Trade Secrets from any unauthorized disclosure to any competitor, supplier, vendor, or customer of ITUSA or any other person, firm, corporation, or other entity;
- (c) Unless ITUSA gives Consultant prior express written permission, during Consultant's engagement and thereafter, Consultant shall not use for Consultant's own benefit or use for or disclose to any competitor, supplier, or customer, or any other person, firm, corporation, or other entity, the Confidential Information or Trade Secrets as set forth herein;
- (d) Except in the ordinary course of ITUSA's business for ITUSA, Consultant shall not seek or accept any Confidential Information or Trade Secrets from any former, present, or future employee of ITUSA;
- (e) On demand, Consultant shall within a reasonable time return to ITUSA all documentary or tangible Confidential Information and Trade Secrets in Consultant's possession, custody, or control and shall sign an affidavit under penalty of perjury that Consultant has not made or kept any copies, notes, abstracts, summaries, tapes, or other record of any type of Confidential Information or Trade Secrets;
- (f) On demand, Consultant shall further within a reasonable time return to ITUSA any and all other ITUSA property in Consultant's possession, custody, or control, including, without limitation, keys, security cards, passes, phones, laptop computers, PDAs, credit cards, and marketing literature.
- (g) During Consultant's engagement, Consultant shall not disclose or use for ITUSA's behalf any Trade Secrets or confidential information of any former employer or agent, and shall make no effort to reverse engineer or derive independently any information that is or could be a Trade Secret or confidential information of any former employer or agent. Consultant further represents and warrants that Consultant has provided to ITUSA copies of all nondisclosure, confidentiality and intellectual property assignment agreements that may bind Consultant.
- (h) Following termination of this Agreement for any reason, Consultant shall not directly or indirectly attempt to reconstruct any Trade Secret or Confidential Information of ITUSA through the use of ITUSA's records or Consultant's memory.

Consultant shall not be held criminally or civilly liable for a disclosure of a trade secret made:

- (a) in confidence, directly or indirectly, to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or
- (b) in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal; or
- (c) in compliance with applicable Federal or State law.

7. **Possession of Property.** Consultant acknowledges the ITUSA's exclusive right to ownership, possession and title to all papers, documents, tapes, drawings, notebooks, formulas, customer lists, software, hardware, trademarks, trade names, service marks, processes, data, intellectual property, or other records, information or products provided by ITUSA or any other member of the ITUSA, or which otherwise come into Consultant's possession by reason of Consultant's engagement with ITUSA. Consultant agrees not to make or permit to be made, except in pursuit of Consultant's duties hereunder, any copies of such items. Consultant further agrees that Consultant shall deliver to ITUSA upon request all such items in Consultant's possession and without request to deliver immediately such items upon the termination, voluntarily or involuntarily, of Consultant's engagement.

8. **Continuing Obligations of Consultant.** The provisions of Sections 6 and 7 shall survive expiration or termination of this Agreement for any reason.

9. **Agency.** Consultant is not ITUSA's agent or representative and has no authority to bind or commit ITUSA or ITUSA to any agreements or other obligations.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regards to its conflict of laws principles. The Parties hereto hereby agree that all claims, actions, suits and proceedings between the Parties hereto relating to this Agreement shall be filed, tried and litigated only in the 18th Judicial Circuit Court of DuPage County, Illinois or the United States District Court for the Northern District of Illinois. In connection with the foregoing, the Parties hereto consent to the jurisdiction and venue of such courts and expressly waive any claims or defenses of lack of personal jurisdiction of or proper venue by such courts.

11. **Construction.** This Agreement shall not be construed more strictly against one party than against another party merely by virtue of the fact that this Agreement may have been physically prepared by such party, or such party's counsel, it being agreed that all parties, and their respective counsel, have mutually participated in the negotiation and preparation of this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural include the singular and *vice versa*; (b) references to any person include such person's permitted successors and assigns; (c) references to one gender include all genders; (d) "including" is not limiting; (e) "or" has the inclusive meaning represented by the phrase "and/or"; and (f) general or specific references to any law means such law.

12. **Waiver; Amendment.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder for the future performance of any such term, covenant or condition. This Agreement may only be amended by an agreement in writing signed by the party against whom enforcement is sought.

13. **Binding Effect; Assignment; Third Party Beneficiaries.** This Agreement shall be binding on the Parties and their respective heirs, successors and assigns. Consultant shall not assign this Agreement without the prior written consent of the ITUSA.

14. **Entire Agreement; Breach.** This Agreement constitutes the entire agreement of the Parties and supersedes and revokes any and all prior agreements, whether oral or written, which ITUSA may have entered into with Consultant with respect to the subject matter herein; provided, however, that this Agreement shall not supersede, revoke or affect the terms of the OMNIA Agreement. Consultant shall be liable for any breach of the

provisions of this Agreement by any director, officer, member, employee, subcontractor, affiliate or agent of Consultant.

15. **Notices.** Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed within the United States, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested; (c) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service; (d) if by facsimile upon confirmation thereof; or (e) if by electronic mail transmission, upon electronic confirmation of receipt thereof. All notices shall be sent to the addresses set forth on the signature page hereto or such other address as a party may in the future specify in writing to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year first above written.

INSITUFORM TECHNOLOGIES USA, LLC

DUPAGE COUNTY, ILLINOIS:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: 580 Goddard Ave.
Chesterfield, MO 63005
Phone: 636.530.8000
Fax: 636.530.8700
Email:

Address:
Phone:
Email:



Public Works Ordinance

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

File #: PW-O-0003-24

Agenda Date: 7/2/2024

Agenda #: 10.A.

AN ORDINANCE REGULATING PARKING FACILITIES FOR ELECTRIC VEHICLES ON THE DUPAGE COUNTY CAMPUS

WHEREAS, pursuant to 55 ILCS 5/55-11001, the County of DuPage may own, construct, equip, manage, maintain, and operate motor vehicle parking lots, garages, parking meters and any other revenue producing facilities necessary to or incidental to the regulation, control, and parking of motor vehicles as the County Board finds necessary, and

WHEREAS, the County of DuPage installed an electric vehicle charging station at 421 N. County Farm Road, Wheaton, IL 60187 (the JTK Administration Building) in 2014 and is currently installing two electric vehicle charging stations at 505 N. County Farm Road, Wheaton, IL 60187 (the Judicial Office Facility) in 2024 under the Energy Efficiency and Conservation Block Grant awarded by the U.S. Department of Energy; and

WHEREAS, providing electric vehicle charging as a parking amenity promotes sustainability and supports ongoing efforts to reduce local greenhouse gas emissions; and

WHEREAS, the public's use of electric vehicle charging stations on the DuPage County Campus has continued to increase each year, thereby increasing the operating costs for said parking amenities; and

WHEREAS, Section 5-11007 of the Counties Code, 55 ILCS 5/55-11007, expressly provides that the County Board is granted authority to make all reasonable rules and regulations regarding the management, control, and use of any County parking facilities, and

WHEREAS, the operating costs of electric vehicle charging stations, which include the electricity necessary to operate them, have been paid for by DuPage County's General Fund since 2014, and the DuPage County Department of Facilities Management seeks to cover the costs of providing said amenities, including but not limited to the charging station's installation and annual operating costs, by transitioning to a user fee rather than continuing to allocate funding for charging station support; and

WHEREAS, in an effort to recover the costs of installing and operating current and future electric vehicle charging stations, the County has modeled the recovery of costs of said amenities over the next ten (10) years, attached hereto as Exhibit B, and has determined that a fee of \$.20 per kilowatt hour ("kWh") would sufficiently recover said costs, including electricity, software fees, and processing fees given current usage rates; and

WHEREAS, the DuPage County Board's Public Works Committee has reviewed and recommended approval of this fee structure; and

WHEREAS, the County will regularly revisit this fee to ensure that it remains adequate and fair for the

user as well as the County; and

WHEREAS, all income and revenue derived from the fees charged for the provision of charging power for electric vehicles at County parking facilities shall be deposited in a separate account and used solely for the purpose of maintaining, operating and expanding the parking and electric vehicle charging facilities on the DuPage County Campus.

NOW, THEREFORE BE IT ORDAINED, that the County of DuPage hereby creates Section 23-21 of Chapter 23, Article II of the DuPage County Code of Ordinances, entitled “Electric Vehicle Parking and Charging Regulations”, and

BE IT FURTHER ORDAINED, that the DuPage County Board hereby adopts the language set forth in Exhibit A attached to this Ordinance and directs that this language be inserted into Section 23-21 of Chapter 23, Article II of the DuPage County Code of Ordinances, and

BE IT FURTHER ORDAINED, that Sections 23-22 to 23-29 of Chapter 23, Article II of the DuPage County Code of Ordinances shall be reserved for future use, and

BE IT FURTHER ORDAINED, that the DuPage County Clerk is directed to send a certified copy of this ordinance by certified mail, to the CivicPlus Corporation, 302 South 4th Street, Suite 500 Manhattan, Kansas 66502 for codification by using the Municode platform, and

BE IT FURTHER ORDAINED, that CivicPlus is authorized to make any grammatical or formatting changes only to the extent such changes are necessary to properly codify this ordinance, and

BE IT FURTHER ORDAINED, that the DuPage County Clerk is directed to send a copy of this ordinance to: (1) the Facilities Management Department, (2) the Environmental Department, and (3) the Campus Security Department, of the County of DuPage by interoffice mail.

Enacted and approved this 25th day of June, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

EXHIBIT A

23-21 – “Electric Vehicle Parking and Charging Regulations”

- (a) **Authorization.** The County of DuPage authorizes and permits the charging of electric vehicles in designated areas of the DuPage County Campus, with such designated areas currently located at 421 N. County Farm Road, Wheaton, Illinois and 505 N. County Farm Road, Wheaton, Illinois, subject to the restrictions of this Chapter.

- (b) **Charging of Electric Vehicles.** The DuPage County Board has considered the costs associated with the maintenance, care and installation of the electric vehicle parking and charging facilities located at the County Campus and institutes the following fees to recoup those costs:
 - i. The Owners of electric vehicles shall be assessed a fee of \$0.20 (twenty cents) for each Kilowatt Hour of electricity they consume by charging their electric vehicle(s) at a County of DuPage owned electric vehicle charging station.

 - ii. Said assessment shall be exclusive of the administrative costs of fees associated with processing the financial transaction, which shall be born exclusively by the electric vehicle owner.

- (c) **Restricted Parking at Electric Vehicle Charging Stations.**
 - i. Only electric vehicles may be parked at a designated electric vehicle charging station.

 - ii. Electric vehicles may only be parked at electric vehicle charging stations while they are actively being charged at the station.

- (d) **Penalties for Violation of this Ordinance.** Any vehicle in violation of Section 23-21 of the DuPage County Code shall be subject to citation in an amount not to exceed fifty dollars (\$50.00) and is subject to being removed, with the costs of such removal, towing and storage to be borne by the owner of the electric vehicle.

- (e) **Revenues.** Any revenues generated from fines or assessments under this ordinance shall be directed to a separate account established by the DuPage County Finance Department. Funds derived from the fines or assessments provided for by this Ordinance shall be used solely for the purpose of maintaining, operating, and expanding the parking and electric vehicle charging facilities of the County of DuPage.

- (f) **Waiver.**
 - i. Signage. The Department of Facilities Management shall construct signage or stickers to be placed at each charging station which reads “In

consideration for, and by using, the County's electric vehicle charging facilities, the owner or operator of the electric vehicle agrees to waive and release any rights and claims which may otherwise accrue to the owner or driver or which the owner or driver may have against the County of DuPage or its agents, employees, officers, or directors for any and all injuries, losses or damages resulting from the electric vehicle owner's or driver's use of the County's Electric Vehicle charging station."

ii. Terms of Use. Prior to receiving any electrical charge from a County owned electrical vehicle charging station, the station or accompanying mobile application shall display the above waiver or a shortened equivalent, and the user shall be required to accept the waiver and the terms of use to receive an electrical charge from the County owned electrical vehicle charging station.

(g) Conflict. Where this Section conflicts with any other section of Chapter 23, the language of this Section shall control.

EXHIBIT B

All costs, per kWh, 10-year model

Recovers cost of hardware, installation, labor, subscriptions, ChargePoint handling fees, and electricity over the course of 10 years with a per kWh cost. Fairer model than per hour model as what, when, how fast, and how many vehicles are charging can vary greatly.

NOTE 1: Referencing the CP6000 datasheet, the electrical input will be 208/240V AC at 40A which will have an estimated output of 9.6 kW at each power sharing charger.

NOTE 2: At the current 421 charging station, the average daily use is 10 hours. Using an average daily usage of 10 hours and the expected electrical output of 9.6 kW gives an estimated 96 kWh of average daily electric consumption.

NOTE 3: An individual paying without a ChargePoint account will be charged an additional \$0.99 credit card transaction fee paid directly to the credit card company.

NOTE 4: Charging stations have a 10 - 15 year life expectancy, this fee structure aims to capture all costs within 10 years.

$$\underline{\$0.20/kWh} = \frac{(P+F+K)}{E} + C$$

P = Price of hardware and labor = \$25,697

Item	Price
EVSE Unit	\$ 7,758
500' Conduit & Wire divided by 2 stations	\$ 6,300
Bollard Mounting Kit	\$ 125
Installation Labor	\$ 1,260
Concrete Pad w/ 2 Bollards	\$ 9,500
Initial Activation	\$ 349
Shipping	\$ 405

F = Price of 5-year subscriptions per year = \$996 x 10 years

Item	Price
5-year Commercial Cloud Plan per year	\$ 328 x 2 plugs x 10 years
5-year Assure Warranty per year	\$ 340 x 10 years

K = Average yearly price of electricity (\$0.077/kWh) = \$2,698.08 x 10 years

E = Number of kilowatt-hours of use (96 kWh/day) per year = 35,040 kWh x 10 years

C = ChargePoint handling fee of 10% = \$0.02/kWh

$$C = \frac{(P+F+K)}{0.9 \times E} - \frac{(P+F+K)}{E}$$