



# DU PAGE COUNTY

## Public Works Committee

### Final Summary

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

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**Tuesday, February 20, 2024**

**9:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

<b>PRESENT</b>	Cronin Cahill, DeSart, Garcia, Ozog, and Zay
<b>REMOTE</b>	Galassi

**MOTION FOR REMOTE PARTICIPATION**

There was a motion to allow Member Galassi to participate remotely made by Member Cahill and seconded by Member DeSart. All ayes, motion carried.

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

Chair Garcia gave the committee a brief update on the County Board room construction and let them know that everything is going smoothly.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

5.A. [24-0690](#)

Public Works Committee Minutes - Regular Meeting - Tuesday, February 6, 2024

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Mary Ozog

**6. CLAIMS REPORT**

6.A. [24-0691](#)

Payment of Claims - Public Works and Facilities Management

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Mary Ozog

7. **BID AWARDS**

7.A. [PW-P-0005-24](#)

Recommendation for the approval of a contract to SAVECO North America, Inc., to furnish a Septage Receiving Station for the Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for the period of February 20, 2024 to December 31, 2024, for a total contract amount not to exceed \$197,183, per lowest responsible bid #24-009-PW.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

7.B. [24-0692](#)

Recommendation for the approval of a contract to Water Products Company of Aurora, Inc., to furnish up to six (6) Waterous Pacer Hydrants for use in the Public Works Underground Maintenance Division, for the period of February 20, 2024 to June 28, 2024, for a total contract amount not to exceed \$29,500, per lowest responsible bid #24-012-PW.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

7.C. [24-0693](#)

Recommendation for the approval of a contract to Hayes Commercial, LLC, to furnish a fabricated RAS pipe for the Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for the period of February 20, 2024 to August 20, 2024, for a total contract amount not to exceed \$15,800, per lowest responsible bid #24-008-PW.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Mary Ozog

7.D. [24-0694](#)

Recommendation for the approval of a contract to Knox Swan and Dog LLC, for geese control for the DuPage County campus, for Facilities Management - Grounds, for the two (2) year period of March 1, 2024 to February 28, 2026, for a total contract amount not to exceed \$15,000, per lowest responsible bid #24-018-FM.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Dawn DeSart

7.E. [24-0695](#)

Recommendation for the approval of a contract to Chem-Wise Ecological Pest Management Services, Inc., for full-service extermination and pest control services, as needed, for County facilities, for the two-year period of February 23, 2024 through February 22, 2026, for a total contract amount not to exceed \$22,320, per lowest responsible bid #24-017-FM. (Facilities Management \$16,950, Care Center \$3,400, Animal Services \$600, and Division of Transportation \$1,370)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

8. **BID RENEWAL**

8.A. [FM-P-0008-24](#)

Recommendation for the approval of a contract to Gehrke Technology Group, Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for the period of March 23, 2024 through March 22, 2025, for a contract total amount not to exceed \$50,000, per renewal option under bid award #22-016-FM, second of three options to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Dawn DeSart

8.B. [DT-P-0009-24](#)

Recommendation for the approval of a contract to Vulcan Construction Materials, LLC, to furnish and deliver coarse and fine aggregates, as needed for the Division of Transportation (\$40,000) and Public Works (\$30,000), for the period of April 1, 2024 through March 31, 2025, for a contract total not to exceed \$70,000; per lowest responsible bid # 23-023-DOT, first of three renewals.

A motion was made by Vice Chair Ozog and seconded by Member Zay to approve item DT-P-0009-24. All ayes, motion carried.

8.C. [DT-P-0010-24](#)

Recommendation for the approval of a contract to Ozinga Ready Mix Concrete, Inc., to furnish and deliver Portland Cement concrete, as needed for the Division of Transportation (\$50,000) and Public Works (\$25,000), for the period of April 1, 2024 through March 31, 2025, for a contract total not to exceed \$75,000; per lowest responsible bid # 23-023-DOT, first of three renewals.

A motion was made by Vice Chair Ozog and seconded by Member Zay to approve item DT-P-0010-24. All ayes, motion carried.

At 9: 13AM Member Cahill stepped out of the room for the vote on item DT-P-0011-24.

8.D. [DT-P-0011-24](#)

Recommendation for the approval of a contract to K-Five Construction Corporation, to furnish and deliver bituminous paving materials for the southeast region, as needed for the Division of Transportation (\$115,000) and Public Works (\$24,000), for the period April 1, 2024 through March 31, 2025, for a contract total not to exceed \$139,000; Per lowest responsible bid # 23-023-DOT, first of three renewals.

A motion was made by Member DeSart and seconded by Vice Chair Ozog to approve item DT-P-0011-24. All ayes, motion carried.

AT 9:14AM Member Cahill stepped back into the room and continued voting on items.

9. **CONTRACT INCREASE**

9.A. [PW-CO-0001-24](#)

Amendment to County Contract 5312-0001 SERV, issued to Commonwealth Edison Company, due to the Carbon-Free Energy Resource Adjustment to pay bills through the end of the contract, for Public Works, for a change order to increase the contract in the amount of \$300,000, taking the original contract amount of \$1,168,000 and resulting in an amended contract amount not to exceed \$1,468,000, an increase of 25.68%.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Dawn DeSart

**10. OTHER PROFESSIONAL SERVICES**

10.A. [FM-P-0009-24](#)

Recommendation for the approval of a contract purchase order to Midwest Environmental Consulting Services, Inc., for on-call Professional Environmental Consulting Services and asbestos training, for Facilities Management, for the period of March 1, 2024 through February 28, 2028, for a total contract amount not to exceed \$99,500. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b). This is a highly technical environmental consulting service and not suitable for competitive bid. (Facilities Management)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

**11. ORDINANCE**

11.A. [PW-O-0001-24](#)

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

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Dawn DeSart

**12. INFORMATIONAL**

12.A. [24-0696](#)

Pursuant to FI-O-0056-22 and DT-R-0306C-22, two (2) vehicle replacement purchase orders for FY24 for Public Works have been issued to Willowbrook Ford, Inc. for a total amount of \$76,605.06.

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Mary Ozog

12.B. [24-0697](#)

Pursuant to FI-O-0056-22 and DT-R-0306C-22, one (1) vehicle replacement purchase order for FY24 for Public Works has been issued to Currie Motors Fleet for a total amount of \$63,575.

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Mary Ozog

**13. OLD BUSINESS**

Member Zay, Member Ozog, and Member DeSart inquired about the County Board Offices that were originally designed for Board member use, and discussed the idea of utilizing these rooms as conference rooms for staff to use. Facilities Management Deputy Director Tim Harbaugh confirmed that if it is the will of the committee, there will be a presentation on this in an upcoming Public Works committee meeting.

Member Chaplin thanked Mr. Harbaugh and Facilities staff for the carpet replacement in the Election Division department.

**14. NEW BUSINESS**

No new business was discussed.

**15. ADJOURNMENT**

With no further business, the meeting was adjourned.



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0690

**Agenda Date:** 2/20/2024

**Agenda #:** 5.A.

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# DU PAGE COUNTY

## Public Works Committee

### Final Summary

421 N. COUNTY FARM ROAD  
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**Tuesday, February 6, 2024**

**9:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

9:00 AM meeting was called to order by Chair Garcia at 9:01 AM.

**2. ROLL CALL**

Other Board Members present: Member Lucy Evans and Member Sheila Rutledge

<b>PRESENT</b> Cronin Cahill, DeSart, Galassi, Garcia, Ozog, and Zay
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**3. CHAIRWOMAN'S REMARKS - CHAIR GARCIA**

No remarks were offered.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

5.A. [24-0496](#)

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

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Cynthia Cronin Cahill

**6. CLAIMS REPORT**

6.A. [24-0497](#)

Payment of Claims - Public Works and Facilities Management

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Mary Ozog



7. CONSENT ITEMS

Motion to Combine Items

Chair Garcia moved and Member Zay seconded a motion to combine items 7.A. through 7.F. The motion was approved on voice vote, all "ayes".

7.A. [24-0498](#)

Public Works – Core & Main, 4020SERV - This Purchase Order is decreasing in the amount of \$89,240.29, and closing due to the contract expiring.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

7.B. [24-0499](#)

Public Works – Donohue & Associates, Inc., 4818SERV - This Purchase Order is decreasing in the amount of \$13,229.51, and closing due to the contract expiring.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

7.C. [24-0500](#)

Public Works - Hampton, Lenzini and Renwick, 3951SERV - This Purchase Order is decreasing in the amount of \$24,090.87, and closing due to the contract expiring.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

7.D. [24-0501](#)

Public Works – Herc Rentals, Inc., 3796SERV - This Purchase Order is decreasing in the amount of \$30,453.31, and closing due to the contract expiring.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

7.E. [24-0502](#)

Public Works – Polydyne, Inc., 5916SERV - This Purchase Order is decreasing in the amount of \$137,591.80, and closing due to the contract expiring.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

7.F. [24-0503](#)

Public Works – S & S Engineering, Inc., 4654SERV - This Purchase Order is decreasing in the amount of \$16,866, and closing because a new contract was initiated with HTurbo.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

<b>RESULT:</b>	APPROVED THE CONSENT AGENDA
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

8. **BID RENEWALS**

8.A. [PW-P-0002-24](#)

Recommendation for the approval of a contract to Kemira Water Solutions, Inc., to furnish and deliver ferric chloride to the Knollwood Wastewater Treatment Facility, for Public Works, for the period of April 1, 2024 to March 31, 2025, for a total contract amount not to exceed \$30,000; per renewal option under bid #23-013-PW, first of three options to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

8.B. [FM-P-0006-24](#)

Recommendation for the approval of a contract to Petroleum Traders Corporation, to furnish and deliver off-road diesel fuel with winter additive, as needed, for the Power Plant and Standby Power Facility, for the period of April 1, 2024 through March 31, 2025, for Facilities Management, for a contract total not to exceed \$101,000; per renewal option under bid award #23-011-DOT, first of three options to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
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<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Mary Ozog

8.C. [PW-P-0003-24](#)

Recommendation for the approval of a contract to Rowell Chemical Corporation, to provide Sodium Hypochlorite to the Woodridge Wastewater Treatment Facility and the Knollwood Wastewater Treatment Facility, for Public Works, for the period of April 1, 2024 to March 31, 2025, for a total contract amount not to exceed \$115,000; per renewal option under bid #23-014-PW, first of three options to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

8.D. [FM-P-0007-24](#)

Recommendation for the approval of a contract to Royal Pipe & Supply Company, to furnish and deliver plumbing supplies, by the specified manufacturers at discounted rates, as needed for County Facilities, for the period of February 24, 2024 through February 23, 2025, for a total contract amount not to exceed \$82,000; per renewal option under bid award #20-133-FM, third and final option to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

8.E. [PW-P-0004-24](#)

Recommendation for the approval of a contract to Univar Solutions USA, Inc., to provide Sodium Bisulfite to the Woodridge Wastewater Treatment Facility and the Knollwood Wastewater Treatment Facility on an as-needed basis, for Public Works, for the period of April 1, 2024 to March 31, 2025, for a total contract amount not to exceed \$45,000; per renewal option under bid #21-105-PW, second of three options to renew.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Cynthia Cronin Cahill

8.F. [24-0504](#)

Recommendation for the approval of a contract to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for Facilities Management, Public Works, Stormwater, and the Care Center, for the period of February 23, 2024 through February 22, 2025, for a contract total not to exceed \$28,000. (Facilities Management \$10,000, Public Works \$10,000, Stormwater \$4,500, Care Center \$3,500), per most qualified offer on RFP 21-096-FM, second of three options to renew.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

9. **SOLE SOURCE**

9.A. [24-0505](#)

Recommendation for the approval of a contract to CorrPro Companies, Inc., for internal cathodic protection inspections and testing for seven (7) County owned water tower structures, for Public Works, for the period of January 1, 2024 to December 31, 2027, for a total contract amount not to exceed \$24,200; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - CorrPro is the only manufacturer of all corrosion control for Public Works water towers.)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Dawn DeSart
<b>SECONDER:</b>	Kari Galassi

9.B. [PW-P-0001-24](#)

Recommendation for the approval of a contract to Standard Equipment Company, to furnish and deliver Vactor truck replacement parts for Public Works, for the period of February 1, 2024 to January 31, 2028, for a total contract amount not to exceed \$140,000; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source – Direct replacement of parts and service for two (2) Public Works Vactor trucks that are used to maintain sewers and to hydro-excavate areas where there are utility conflicts.)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Kari Galassi

**10. GRANT AWARD**

10.A. [FI-R-0024-24](#)

Acceptance and appropriation of the Energy Efficiency and Conservation Block Grant PY24 Intergovernmental Agreement No. DE-SE0000181, Company 5000, Accounting Unit 2704, \$449,660. (Facilities Management)

Chair Garcia discussed this grant award with the committee. This grant award will cover many projects including Clean Energy Workforce Gap Analysis, Clean Energy Workforce Training, an Electric Vehicle Charging Station, a replacement of the campus tunnel lighting with efficient LED lighting equipped with motion sensors, and a solar array on the northern part of the JTK Administration building.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Kari Galassi

**11. PRESENTATION**

11.A. [24-0558](#)

Procurement of Electricity and Natural Gas Presentation

Facilities Management Deputy Director Tim Harbaugh provided the committee with a background on what the County's "Electric Bill" is comprised of, and all of the components that make up this bill. Director of Public Works, Nick Kottmeyer, went over the procedures for this unique procurement process for electricity and natural gas, referencing the resolution FI-R-0095-15 that passed that allows for this procurement procedure.

**12. OLD BUSINESS**

No old business was discussed.

**13. NEW BUSINESS**

No new business was discussed.

**14. ADJOURNMENT**

Without objection, this meeting was adjourned at 9:32 AM.



## Payment of Claims

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0691

**Agenda Date:** 2/20/2024

**Agenda #:** 6.A.

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<b>Public Works</b>			
<b>Schedule of Claims</b>			
<b>2/20/2024</b>			
<b>Pay Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Amount</b>
ALDRIDGE ELECTRIC INC	Electrical infrastructure	2/2/2024	\$755,694.62
AMAZON CAPITAL SERVICES	CAT6 Extender	2/2/2024	\$1,367.44
AMERICAN WATER	Meter reads	2/2/2024	\$165.45
AT&T	Phone Service	2/2/2024	\$419.56
AT&T MOBILITY	Cellular service	2/2/2024	\$2,959.96
B&B NETWORKS, INC	License	2/2/2024	\$6,007.53
CHICAGO PARTS & SOUND LLC	Antifreeze	2/2/2024	\$212.04
CITY OF WHEATON	Meter reads	2/2/2024	\$525.50
COM ED	Electricity	2/2/2024	\$11,848.61
COMCAST	Internet	2/2/2024	\$825.96
FEDEX	Shipping	2/2/2024	\$42.44
GRAINGER INC	Solenoid valve	2/2/2024	\$152.44
JOHNSON CONTROLS SECURITY	Security services	2/2/2024	\$55.80
MANSFIELD POWER AND GAS	Gas	2/2/2024	\$9,452.17
NEUCO INC	Induser assembly	2/2/2024	\$472.65
NICOR GAS	Gas	2/2/2024	\$2,978.86
ODP BUSINESS SOLUTIONS, LLC	Office supplies	2/2/2024	\$340.14
PACE ANALYTICAL SERVICES INC	Monthly testing for NRWF	2/2/2024	\$25.00
REDWING BUSINESS ADVANTAGE	Safety shoes	2/2/2024	\$400.00
STANDARD EQUIPMENT COMPANY	Repair	2/2/2024	\$8,003.26
TROTTER & ASSOCIATES INC	Engineering services	2/2/2024	\$26,985.54
VIDITO TREE EXPERTS INC	Tree brush removal	2/2/2024	\$3,560.00
VILLAGE OF DOWNERS GROVE	Meter reads	2/2/2024	\$55.35
ANSWER NATIONAL	Telemessaging	2/6/2024	\$299.46
AT&T	Phone Service	2/6/2024	\$1,330.84
B&B NETWORKS, INC	PKM Module	2/6/2024	\$113.36
COM ED	Electricity	2/6/2024	\$42,774.90
ELMHURST CHICAGO STONE CO	Spoils disposal fees	2/6/2024	\$200.00
FEDEX	Shipping	2/6/2024	\$149.83
FOSTERS TEST LANE	Safety lane inspections	2/6/2024	\$69.00
GROOT INC	Waste/Recycling Removal	2/6/2024	\$2,491.82
HEINLEIN SUPPLY CO	Motor	2/6/2024	\$634.00
HOME DEPOT CREDIT SERVICES	Supplies	2/6/2024	\$525.50
IRC RETAIL CENTERS	Refund for Overpayment	2/6/2024	\$58.00
NEENAH FOUNDRY COMPANY	1", 2", 3" risers	2/6/2024	\$5,110.00
NICOR GAS	Gas	2/6/2024	\$784.85
PEREGRINE CORPORATION	Utility Billing	2/6/2024	\$113.37
TROTTER & ASSOCIATES INC	Engineering services	2/6/2024	\$29,736.94
UNITED STATES POSTAL SERVICE	Postage Charges	2/6/2024	\$12.97
VILLAGE OF WOODRIDGE	Water service	2/6/2024	\$2,626.95
1ST CHOICE EQUIPMENT LLC	Alternator	2/9/2024	\$407.42
AEP ENERGY	Electric supply	2/9/2024	\$28,302.68
AMAZON CAPITAL SERVICES	TV	2/9/2024	\$423.62
AT&T	Phone Service	2/9/2024	\$1,437.98
C.A. SHORT COMPANY	Service award	2/9/2024	\$295.00
CHRISTOPHER B BURKE ENG LTD	Water allocation	2/9/2024	\$1,920.24
DRYDON/A DXP COMPANY	Pump	2/9/2024	\$1,229.15
DUPAGE WATER COMMISSION	Operations & Maintenance	2/9/2024	\$72,646.42
ENECON CORPORATION	Materials to line new RAS Pipe	2/9/2024	\$4,120.00
FEDEX	Shipping	2/9/2024	\$75.45

	<b>Public Works</b>		
	<b>Schedule of Claims</b>		
	<b>2/20/2024</b>		
<b>Pay Vendor Name</b>	<b>Description</b>	<b>Check Date</b>	<b>Amount</b>
FEHR GRAHAM & ASSOCIATES LLC	Engineering services	2/9/2024	\$2,666.44
GRAINGER INC	Couplings	2/9/2024	\$176.62
HARRINGTON INDUSTRIAL PLASTICS	SCH 80 caps for old poly tank	2/9/2024	\$61.12
IDEAL CALIBRATIONS	Altair 5X #78033 / Altair 5 #36851	2/9/2024	\$985.00
IL ENVIRONMENTAL PROTECTION	Loan Principal/ Interest	2/9/2024	\$142,412.06
INDEPENDENT BEARING INC	Pump	2/9/2024	\$102.62
IWEA	IEPA CEU Training	2/9/2024	\$175.00
JOHNSTONE SUPPLY	Silicone tubing	2/9/2024	\$9.92
L.A. FASTENERS, INC	Replace valves in bar screen room	2/9/2024	\$30.11
LAI LTD	6" plug valves	2/9/2024	\$3,471.34
M/I HOMES OF CHICAGO, LLC	Connection Fee Refund	2/9/2024	\$134,908.07
MANUFACTURERS EDGE INC	Pump	2/9/2024	\$543.51
PACE ANALYTICAL SERVICES INC	Monthly testing	2/9/2024	\$231.00
PEREGRINE CORPORATION	Utility Billing	2/9/2024	\$475.56
PORTER PIPE & SUPPLY	Pipe for new water pump	2/9/2024	\$450.46
R A DAUGHERTY SALES INC	3 HP Weil Pump model 2527	2/9/2024	\$4,100.00
STANDARD EQUIPMENT COMPANY	6" vactor pipe connection	2/9/2024	\$1,319.08
THE SHERWIN WILLIAMS CO	Paint	2/9/2024	\$152.21
TRANE US INC	Steet 90's	2/9/2024	\$32.08
VULCAN CONSTRUCTION MATERIALS	Concrete	2/9/2024	\$2,433.68
WASTEBOX INC	Dumpster	2/9/2024	\$724.60
A & W TRAILER	Repair	2/13/2024	\$205.96
AL WARREN OIL CO INC	Fuel	2/13/2024	\$22,169.25
BAKER TILLY US, LLP	Audit	2/13/2024	\$8,745.00
CITY OF DARIEN	Reimbursement/Dupage Water Costs	2/13/2024	\$1,138,060.84
CITY OF NAPERVILLE	Meter reads	2/13/2024	\$295.00
COMMERCIAL VEHICLE MAINTENANCE	Repair	2/13/2024	\$2,515.30
ELMHURST CHICAGO STONE CO	Spoils disposal fees	2/13/2024	\$3,520.00
IAPPO INC	Membership	2/13/2024	\$45.00
MIDWEST ASSOCIATION OF PUBLIC	Membership	2/13/2024	\$80.00
PEREGRINE CORPORATION	Utility Billing	2/13/2024	\$419.28
PORTER PIPE & SUPPLY	Pipes	2/13/2024	\$143.68
ROCK FUSCO & CONNELLY LLC	Labor negotiation	2/13/2024	\$294.00
STEWART SPREADING INC	Biosolid disposal	2/13/2024	\$36,300.00
VILLAGE OF WILLOWBROOK	Meter reads	2/13/2024	\$160.00
	<b>Total</b>		<b>\$2,538,853.86</b>



Facilities Management Department

**Schedule of Purchases Under \$15,000**

**February 20, 2024**

	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
23508	Groot, Inc.	Custodial Services	1000	1100	53810	\$10.50
24051	Nicor Gas	Natural Gas	1000	1100	53200	\$1,321.54
24078	Interstate All Battery Center	Maintenance Supplies	1000	1100	52270	\$274.20
24079	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$95.86
24080	Tree Towns Imaging & Color Graphics	Printing	1000	1100	53800	\$34.00
24081	Pro Power Dynamics LLC	Repair & Maintenance Facilities	1000	1100	53300	\$1,000.00
24082	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$401.68
24083	Parts Town, LLC	Auto/Mach/Equip Parts	1000	1100	52250	\$811.42
24085	Tank Holding Corp / Bonar Plastics	Furn/Mach/Equip Small Value	1000	1102	52000	\$7,776.00
24086	Arlington Power	Maintenance Supplies	1000	1102	52270	\$965.25
24087	Porter Pipe & Supply	Maintenance Supplies	1000	1100	52270	\$1,151.25
24088	Johnson Controls	Auto/Mach/Equip Parts	1000	1100	52250	\$4,149.97
24089	IFMA - International Facility Management Association	Dues & Memberships	1000	1100	53600	\$506.00
24092	AAEES-American Academy of Environmental Engineers & Scientists	Dues & Memberships	1000	1100	53600	\$225.00
24093	Home Depot	Operating Supplies & Materials	1000	1102	52200	\$36.38
24094	Arlington Power	Auto/Mach/Equip Parts	1000	1102	52250	\$357.00
24096	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$192.35
24097	Landscape Material and Firewood Sales	Maintenance Supplies	1000	1102	52270	\$1,383.50
24098	Eaton Corporation	Repair & Maintenance Facilities	1000	1100	53300	\$2,300.00
24101	Keller-Heartt	Fuel & Lubricants	1000	1100	52260	\$431.40
24102	United Laboratories	Chemical Supplies	1000	1100	52330	\$5,542.35
24103	ComEd	Repair & Maintenance Facilities	1000	1100	53300	\$2,217.11
24105	McMaster-Carr	Maintenance Supplies	1000	1100	52270	\$35.08
24106	ULINE	Furn/Mach/Equip Small Value	1000	1100	52000	\$562.80
24107	Blackhawk Supply LLC	Auto/Mach/Equip Parts, Fuel & Lubricants and Maintenance Supplies	1000	1100	52250 52260 52270	\$870.24

Facilities Management Department

Schedule of Other Payments

February 20, 2024

CONTRACT #	VENDOR	DESCRIPTION	FUND	DEPT	ACCOUNT	AMOUNT
6341-0001 SERV	A&P Grease Trappers, Inc.	Repair & Maintenance Facilities	1000	1100	53300	\$1,775.00
6642-0001 SERV	Air Filter Solutions, LLC	Maintenance Supplies	1000	1100	52270	\$5,999.85
5566-0001 SERV	Allied Universal Technology Services	Building Improvements	6000	1220	54010	\$26,458.00
6778-0001 SERV	Amazon.com LLC	I.T. Equipment - Small Value	1000	1100	52100	\$64.99
6561-0001 SERV	Amazon.com LLC	Operating Supplies & Materials	1000	1102	52200	\$1,017.73
6613-0001 SERV	Arlington Glass & Mirror Co. (Chicago Metro Construction)	Repair & Maintenance Facilities	1000	1100	53300	\$5,573.82
6538-0001 SERV	Berglund Construction Company	Building Improvements	6000	1220	54010	\$402,928.29
5682-0001 SERV	CDM Smith, Inc.	Building Improvements	6000	1220	54010	\$5,453.48
5410-0001 SERV	City of Wheaton	Water & Sewer	1000	1100	53220	\$43,119.54
5423-0001 SERV	ComEd	Electricity	1000	1100	53210	\$1,308.23
5723-0001 SERV	Door Systems ASSA ABLOY	Repair & Maintenance Facilities	1000	1100	53300	\$149.00
6571-0001 SERV	Fox Valley Fire & Safety	Repair & Maintenance Facilities	1000	1100	53300	\$175.00
6816-0001 SERV	Grainger	Maintenance Supplies	1000	1100	52270	\$1,126.72
6236-0001 SERV	Graybar Electric Company	Maintenance Supplies	1000	1100	52270	\$4,708.69
6355-0001 SERV	HLR - Hampton, Lenzini & Renwick, Inc.	Building Improvements	6000	1220	54010	\$5,524.40
5611-0001 SERV	Knox Swan & Dog LLC	Other Contractual Expenses	1000	1102	53830	\$600.00
6042-0001 SERV	Lamp Incorporated	Building Improvements	6000	1220	54010	\$10,339.00
6293-0001 SERV	Luetkehans, Brady, Garner & Armstrong	Legal Services	1000	1100	53030	\$520.00
5461-0001 SERV	Nicor Gas	Natural Gas	1000	1100	53200	\$2,099.29
5368-0001 SERV	Noland Sales Corporation	Building Improvements	6000	1220	54010	\$7,730.24
6795-0001 SERV	ODP Business Solutions LLC	Operating Supplies & Materials	1000	1100	52200	\$575.80
6284-0001 SERV	Royal Pipe & Supply Company	Maintenance Supplies	1000	1100	52270	\$10,778.95
5425-0001 SERV	Village of Winfield	Water & Sewer	1000	1100	53220	\$62.62
5709-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$207,805.41
4715-0001 SERV	Wight Construction Services, Inc.	Building Improvements	6000	1220	54010	\$80,426.83
6863-0001 SERV	WSP USA Design, Inc.	Building Improvements	6000	1220	54010	\$32,136.00



Public Works Requisition \$30,000 and Over

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

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**File #:** PW-P-0005-24

**Agenda Date:** 2/20/2024

**Agenda #:** 7.A.

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AWARDING RESOLUTION  
ISSUED TO SAVECO NORTH AMERICA, INC.,  
TO FURNISH A SEPTAGE RECEIVING STATION FOR THE  
WOODRIDGE GREENE VALLEY WASTEWATER TREATMENT PLANT  
FOR PUBLIC WORKS FACILITIES  
(CONTRACT TOTAL AMOUNT: \$197,183)

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

WHEREAS, the Public Works Committee recommends County Board approval to furnish a Septage Receiving Station for the Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for the period of February 20, 2024, to December 31, 2024; and

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish a Septage Receiving Station for the Woodridge Greene Valley Wastewater Treatment Plant, for Public Works, for the period of February 20, 2024, to December 31, 2024, be, and it is hereby approved for issuance of a contract by the Procurement Division to SAFECO North America, Inc., Attn: Mr. Urban Jones, 1570 St. Paul Avenue, Gurnee, Illinois 60031, for a total contract amount not to exceed \$197,183, per lowest responsible bid #24-009-PW.

Enacted and approved this 27<sup>th</sup> day of February 2024, at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0653	RFP, BID, QUOTE OR RENEWAL #: 24-009-PW	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$197,183.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$197,183.00
	CURRENT TERM TOTAL COST: \$197,183.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: SAVECO North America, Inc.	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Jay Dahlberg
VENDOR CONTACT: Stephen Rioux	VENDOR CONTACT PHONE: (224) 302-0308	DEPT CONTACT PHONE #: (630) 985-7400	DEPT CONTACT EMAIL: jay.dahlberg@dupagecounty.gov
VENDOR CONTACT EMAIL: steve.rioux@savecowaterna.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.). SAVECO North America, Inc., is the low bid winner to furnish a Septage Receiving Station in the amount of \$197,183.00 for the Woodridge Greene Valley Waste Water Treatment Plant.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Septage Receiving Station will be utilized for unloading septic hauls. The WWTP accepts septage, but not fats, oils, and grease, from local septage haulers. The current process is for the septage haulers to unload into a manhole at the treatment plant, which does not screen out debris and can shock load ammonia into the treatment system. The Septage Receiving Station will capture rocks and rags, protecting the WWTP's new influent screens and avoid costly repairs.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: SAVECO North America, Inc.	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Mr. Urban Jones	Email: urban.jones@savecowaterna.com	Attn: PW Accounts Payable	Email: pwaccountspayable@dupagecount y.gov
Address: 1570 St. Paul Ave	City: Gurnee	Address: 7900 S Rt 53	City: Woodridge
State: Illinois	Zip: 60031	State: Illinois	Zip: 60517
Phone: (224) 302-0310	Fax: (847) 672-7968	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#: Same as above	Dept: Same as above	Division: Same as above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): February 20, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25): Drew Cormican			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Furnished Setpage Receiving Station	FY24	2000	2555	52250		197,183.00	197,183.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 197,183.00

<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  
 WGV SEPTAGE RECEIVING EQUIPMENT 24-009-PW  
 BID TABULATION



NO.	ITEM	UOM	QTY	Saveco North America Inc.	Drydon Equipment	HUBER Technology, Inc.
				PRICE	PRICE	PRICE
1	Fabricated Septage Receiving Station	LS	1	\$ 197,183.00	\$ 199,183.00	\$ 280,590.00

NOTES

Bid Opening 1/25/2024 @ 2:30 PM	VC, DW
Invitations Sent	12
Total Vendors Requesting Documents	0
Total Bid Responses	3

**SECTION 7 - BID FORM PRICING**

Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to Woodridge Greene Valley Wastewater Treatment Plant at 7900 S. Route 53, Woodridge, IL 60517.

NO	ITEM	UOM	QTY	PRICE
1	Fabricated Septage Receiving Station as specified	LS	1	\$ 197,183.00
<b>GRAND TOTAL</b> (In words)		One Hundred Ninety Seven Thousand, One Hundred Eighty Three Dollars and Zero Cents.		



**SECTION 8 - BID FORM SIGNATURE PAGE**

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

X  , President  
\_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SEAL



# Required Vendor Ethics Disclosure Statement

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

Date: 01/24/2024

Bid/Contract/PO #: 24-009-PW

Company Name: Saveco North America, Inc.	Company Contact: Mr. Stephen Rioux
Contact Phone: (224) 302-0308	Contact Email: steve.rioux@savecowaterna.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

 Digitally signed by Stephen Rioux  
 DN: C=US, E=steve.rioux@savecowaterna.com, O=SAVECO  
 North America, Inc., OU=President, CN=Stephen Rioux  
 Date: 2024.01.25 09:05:56 -0600

Printed Name

Mr. Stephen Rioux

Title

President

Date

01/24/2024

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



## Public Works Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0692

**Agenda Date:** 2/20/2024

**Agenda #:** 7.B.

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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#: 24-0651	RFP, BID, QUOTE OR RENEWAL #: Quote #24-012-PW	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$29,500.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$29,500.00
	CURRENT TERM TOTAL COST: \$29,500.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Water Products Company of Aurora, Inc.	VENDOR #: 10089	DEPT: Public Works	DEPT CONTACT NAME: Dwane Kozak
VENDOR CONTACT: Adam Dowd	VENDOR CONTACT PHONE: 630-898-6100	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: Dwane.Kozak@dupageco.org
VENDOR CONTACT EMAIL: Adam@waterproductscompany.com	VENDOR WEBSITE: https://waterproductscompany.com	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish up to six (6) Waterous Pacer Hydrants per low quote #24-012-PW in the amount of \$29,500 for use in the Public Works Underground Maintenance Division.			
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

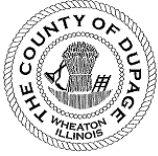
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Water Products Company of Aurora, Inc.	Vendor#: 10089	Dept: DuPage County Public Works	Division: Public Works
Attn: Adam Dowd	Email: Adam@waterproductscompany.com	Attn: Magda Leonida -Padilla	Email: pwaccountspayable@dupageco.org
Address: P.O. Box 50	City: Aurora	Address: 7900 S. Route 53	City: Woodridge
State: Illinois	Zip: 60507	State: Illinois	Zip: 60517
Phone: 630-898-6100	Fax:	Phone: 630-985-7400	Fax: 630-985-4802
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME AS ABOVE	Vendor#:	Dept: SAME AS ABOVE	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 20, 2024	Contract End Date (PO25): Jun 28, 2024
Contract Administrator (PO25): Drew Cormican			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Furnish up to six (6) Waterous Pacer Hydrants per Quote #24-012-PW	FY24	2000	2640	52250		29,500.00	29,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 29,500.00

<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  
 WATEROUS PACER HYDRANTS 24-012-PW  
 BID TABULATION



NO.	ITEM	UOM	QTY	Water Products Company of Aurora, Inc		Core & Main LP		Mid-American Water		Ziebell Water Service Products, Inc	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Yellow 5-1/4" Waterous Pacer hydrant 6'	EA	1	\$ 4,780.00	\$ 4,780.00	\$ 4,844.00	\$ 4,844.00	\$ 5,042.44	\$ 5,042.44	\$ 5,675.00	\$ 5,675.00
2	Red 5-1/4" Waterous Pacer hydrant 6'	EA	1	\$ 4,780.00	\$ 4,780.00	\$ 4,844.00	\$ 4,844.00	\$ 5,042.44	\$ 5,042.44	\$ 5,675.00	\$ 5,675.00
3	Yellow 5-1/4" Waterous Pacer hydrant 5'6"	EA	1	\$ 4,690.00	\$ 4,690.00	\$ 4,763.00	\$ 4,763.00	\$ 4,956.70	\$ 4,956.70	\$ 5,575.00	\$ 5,575.00
4	Red 5-1/4" Waterous Pacer hydrant 5'6"	EA	1	\$ 4,690.00	\$ 4,690.00	\$ 4,763.00	\$ 4,763.00	\$ 4,956.70	\$ 4,956.70	\$ 5,575.00	\$ 5,575.00
<b>GRAND TOTAL</b>				<b>\$ 18,940.00</b>			<b>\$ 19,214.00</b>		<b>\$ 19,998.28</b>		<b>\$ 22,500.00</b>

NOTES

Bid Opening 01/11/2024 @ 4:00 PM	NE, BR
Invitations Sent	6
Total Vendors Requesting Documents	0
Total Bid Responses	4

**PRICE**


Any quantities shown are estimated only and are provided for bid canvassing purposes.

NO.	ITEM	UOM	QTY	EXTENDED PRICE
1	Yellow 5-1/4" Waterous Pacer hydrant 6'	EA	1	\$ 4780
2	Red 5-1/4" Waterous Pacer hydrant 6'	EA	1	\$ 4780
3	Yellow 5-1/4" Waterous Pacer hydrant 5'6"	EA	1	\$ 4690
4	Red 5-1/4" Waterous Pacer hydrant 5'6"	EA	1	\$ 4690
<b>GRAND TOTAL</b>				\$ 18,940
GRAND TOTAL (in words)				



QUOTE SIGNATURE PAGE

WATEROUS PACER HYDRANTS 24-012-PW

X  OFFICE MANAGER  
(Signature and Title)  
1/8/24  
(Date)

QUOTATION MUST BE SIGNED FOR CONSIDERATION

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Business Name of Bidder	WATER PRODUCTS COMPANY
Main Business Address	3255 E. NEW YORK ST
City, State, Zip Code	AURORA, IL 60504
Telephone Number	630-898-6100
Email Address	ADAM.D@WATERPRODUCTSCOMPANY.COM
Bid Contact Person	ADAM DOWD



# 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: <u>WPC</u>	Company Contact: <u>Adam Dowd</u>
Contact Phone: <u>630-898-6100</u>	Contact Email: <u>ADAMD@WATERPRODUCTSCOMPANY.COM</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

[Redacted Signature]

Printed Name

Adam Dowd

Title

OFFICE MANAGER

Date

1/8/21

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



## Public Works Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0693

**Agenda Date:** 2/20/2024

**Agenda #:** 7.C.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0654	RFP, BID, QUOTE OR RENEWAL #: 24-008-PW	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$15,800.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,800.00
	CURRENT TERM TOTAL COST: \$15,800.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Hayes Commercial, LLC.	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Chris Ludwig
VENDOR CONTACT: Zac Gusatafson	VENDOR CONTACT PHONE: 773-292-2371	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: chris.ludwig@dupagecounty.gov
VENDOR CONTACT EMAIL: Zgustafson@hayesmechanical.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.). Hayes Commercial was the low bid winner to furnish a 30 inch fabricated RAS Pipe with 150lb flanges and two branches in the amount of \$15,800.00 for the Woodridge Greene Valley Waste Water Treatment Plant.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The RAS Pipe will be a replacement of a section of pipe due to the current pipe leaking. The contractor will fabricate and deliver the pipe to decrease overall maintenance on the pipe and improve longevity of the RAS pumps. All additional required work will be completed by DuPage County Employees.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Hayes Commercial, LLC	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Zac Gustafson	Email: zgustafson@hayesmechanical.com	Attn: Accounts Payable	Email: PWaccountspayable@dupagecount y.gov
Address: 5959 S Harlem Ave	City: Chicago	Address: 7900 S. Rt 53	City: Woodridge
State: IL	Zip: 60638	State: IL	Zip: 60517
Phone: 773-784-0000	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Hayes Commercial, LLC	Vendor#:	Dept: Same as above	Division: Same as above
Attn: Theresa Riordan	Email: triordan@hayesmechanical.com	Attn:	Email:
Address: 5959 S Harlem Ave	City: Chicago	Address:	City:
State: IL	Zip: 60638	State:	Zip:
Phone: 773-292-2717	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 20, 2024	Contract End Date (PO25): Aug 20, 2024
Contract Administrator (PO25): Drew Cormican			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Fabricated 30-inch RAS Pipe	FY24	2000	2665	52250		15,800.00	15,800.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 15,800.00

<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  
 FLANGED RETURN ACTIVATED SLUDGE PIPING 24-008-PW  
 BID TABULATION



NO.	ITEM	UOM	QTY	Hayes Commercial, LLC	AMS Mechanical Systems, Inc.	Voris Mechanical, Inc.	Joseph J. Henderson & Son, Inc.
				PRICE	PRICE	PRICE	PRICE
1	Fabricated Pipe	LS	1	\$ 15,800.00	\$ 19,597.00	\$ 22,750.00	\$ 23,900.00

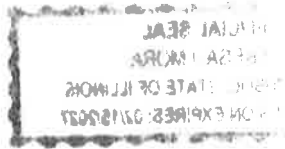
NOTES

Bid Opening 2/6/2024 @ 2:30 PM	VC, BR, HK
Invitations Sent	21
Total Vendors Requesting Documents	1
Total Bid Responses	4

**SECTION 7 - BID FORM PRICING**

Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to Woodridge Greene Valley Wastewater Treatment Plant at 7900 S. Route 53, Woodridge, IL 60517.


NO	ITEM	UOM	QTY	PRICE
1	Fabricated Pipe	LS	1	\$15,800.00
<b>GRAND TOTAL</b> (In words)		Fifteen thousand eight hundred dollars and zero cents		





SECTION 8 - BID FORM SIGNATURE PAGE


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

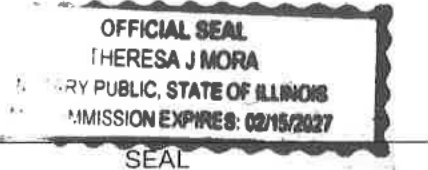
X  Vice President



CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 31<sup>st</sup> day of Jan AD, 20 24  
  
(Notary Public) My Commission Expires: 2/15/27





# 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: 1/31/2024

Bid/Contract/PO #: 24-008-PW

Company Name: <u>Hayes Commercial, LLC.</u>	Company Contact: <u>Zac Gustafson</u>
Contact Phone: <u>773-292-2371</u>	Contact Email: <u>zgustafson@hayesmechanical.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/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature [Redacted]

Printed Name Zac Gustafson

Title Project Manager

Date 1/31/2024

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



## Facilities Management Requisition Under \$30K

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0694

**Agenda Date:** 2/20/2024

**Agenda #:** 7.D.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0513	RFP, BID, QUOTE OR RENEWAL #: 24-018-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$30,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Knox Swan and Dog LLC	VENDOR #: 12129	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Robert Knox	VENDOR CONTACT PHONE: 847-875-3947	DEPT CONTACT PHONE #: 630-047-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: info@canadiangoosecontrol.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 Knox Swan and Dog LLC, for Geese Control for the DuPage County campus, for Facilities Management - Grounds, for the two (2) year period of March 1, 2024, through February 28, 2026, for a total contract amount not to exceed \$15,000, per lowest responsible bid #24-018-FM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To properly control the geese population and clear sidewalks on the DuPage County campus, by daily site inspections.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Knox Swan and Dog LLC	Vendor#: 12129	Dept: Facilities Management	Division:
Attn: Robert Knox	Email: info@canadiangoosecontrol.com	Attn:	Email: FMAccountsPayable@dupagecount y.gov
Address: 25350 W Scott Road	City: Barrington	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60010	State: IL	Zip: 60187
Phone: 847-875-3947	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Knox Swan and Dog LLC	Vendor#: 12129	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Nick Jensen	Email: nicholas.jensen@ dupagecounty.gov
Address: 25350 W Scott Road	City: Barrington	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60010	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 1, 2024	Contract End Date (PO25): Feb 28, 2026
Contract Administrator (PO25): Mary Ventrella			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Geese Control Services	FY24	1000	1102	53830		5,625.00	5,625.00
2	1	LO		Geese Control Services	FY25	1000	1102	53830		7,500.00	7,500.00
3	1	LO		Geese Control Services	FY26	1000	1102	53830		1,875.00	1,875.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 15,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Perform daily inspections for Geese Control on County campus.
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: 02/20/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 GEESE CONTROL 24-018-FM  
 BID TABULATION



				Knox Swan and Dog LLC	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Geese Control Services	MO	24	\$ 625.00	\$ 15,000.00
<b>GRAND TOTAL</b>					<b>\$ 15,000.00</b>

NOTES

Bid Opening 1/25/2024 @ 2:30 PM	VC, BR
Invitations Sent	7
Total Vendors Requesting Documents	0
Total Bid Responses	1

**SECTION 8 - BID FORM PRICING**

Pricing shall include travel to and from DuPage County site.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Geese Control Services	MO	24	\$ 625.00	\$ 625.00
<b>GRAND TOTAL</b>					\$ \$15,000.00
<b>GRAND TOTAL</b> (In words)		My bid is \$625.00 per month for the 24 month period. Extended service is also \$625.00 per month.			



**SECTION 9 - BID FORM SIGNATURE PAGE**

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

**Signature on File**

\_\_\_\_\_  
President

(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SEAL

**SECTION 10 - MANDATORY FORM  
GEESE CONTROL 24-018-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Knox Swan and Dog LLC		
Main Business Address	25350 W. Scott Road		
City, State, Zip Code	Barrington, IL 60010		
Telephone Number	847-875-3947	Email Address	info@canadiangoosecontrol.com
Bid Contact Person	Robert Knox		

The undersigned certifies that he is:

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

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

_____ President _____ (President or Partner)	_____ (Vice-President or Partner)
_____ (Secretary or Partner)	_____ (Treasurer or Partner)

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

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Knox Swan and Dog LLC	NAME	Knox Swan and Dog LLC
CONTACT	Robert Knox	CONTACT	Lisa Knox
ADDRESS	25350 W. Scott Road	ADDRESS	25350 W. Scott Road
CITY ST ZIP	Barrington, IL 60010	CITY ST ZIP	Barrington, IL 60010
TX	847-875-3947	TX	847-875-3947
FX		FX	
EMAIL	info@canadiangoosecontrol.com	EMAIL	info@canadiangoosecontrol.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Room 2-700 Wheaton, IL 60187 Email : <a href="mailto:FMAccountsPayable@dupagecounty.gov">FMAccountsPayable@dupagecounty.gov</a>		DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-4435 EMAIL: <a href="mailto:nicholas.jensen@dupagecounty.gov">nicholas.jensen@dupagecounty.gov</a>	

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



# Required Vendor Ethics Disclosure Statement

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

Date: 01/11/2024

Bid/Contract/PO #:

Company Name: Knox Swan and Dog LLC	Company Contact: Robert Knox
Contact Phone: 847-875-3947	Contact Email: info@canadiangoosecontrol.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

**Signature on File**

Printed Name

Robert Knox

Title

President

Date

01/11/2024

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



## Facilities Management Requisition Under \$30K

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0695

**Agenda Date:** 2/20/2024

**Agenda #:** 7.E.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0650	RFP, BID, QUOTE OR RENEWAL #: 24-017-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$22,320.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$44,640.00
	CURRENT TERM TOTAL COST: \$22,320.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Chem-Wise Ecological Pest Management Services, Inc.	VENDOR #: 32620	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Dale Leifheit	VENDOR CONTACT PHONE: 630-236-1600	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: dleifheit@chemwise.net	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 Chem-Wise Ecological Pest Management Services, Inc., for full-service extermination and pest control services, as needed, for County facilities, for the two-year period, February 23, 2024 through February 22, 2026, for a total contract amount not to exceed \$22,320, per lowest responsible bid #24-017-FM. (Facilities Management \$16,950, Care Center \$3,400, Animal Services \$600, Division of Transportation \$1,370)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Extermination services are needed to control and eradicate insects and pests in and around County campus.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Chem-Wise Ecological Pest Management Services, Inc.	Vendor#: 32620	Dept: Facilities Management	Division:
Attn: Dale Leifheit	Email: dleifheit@chemwise.net	Attn:	Email: FMAccountsPayable@dupagecounty.gov
Address: 2600 Beverly Drive, Unit #106	City: Aurora	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60502	State: IL	Zip: 60187
Phone: 630-236-1600	Fax: 630-851-8991	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Chem-Wise Ecological Pest Management Services, Inc.	Vendor#: 32620	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 2600 Beverly Drive, Unit #106	City: Aurora	Address: various locations	City: Wheaton
State: IL	Zip: 60502	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 23, 2024	Contract End Date (PO25): Feb 22, 2026
Contract Administrator (PO25): Mary Ventrella			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	LO		Facilities Management	FY24	1000	1100	53810		4,536.00	4,536.00
2	1	LO		Facilities Management	FY24	1000	1100	52270		500.00	500.00
3	1	LB		Care Center	FY24	1200	2035	53810		1,000.00	1,000.00
4	1	LO		Animal Services	FY24	1100	1300	53810		250.00	250.00
5	1	LO		Division of Transportation - 140 Bldg	FY24	1500	3510	53810		330.00	330.00
6	1	LO		Division of Transportation - 180 Bldg	FY24	1500	3520	53810		220.00	220.00
7	1	LO		Facilities Management	FY25	1000	1100	53810		6,048.00	6,048.00
8	1	LO		Facilities Management	FY25	1000	1100	52270		500.00	500.00
9	1	LO		Care Center	FY25	1200	2035	53810		1,200.00	1,200.00
10	1	LO		Animal Services	FY26	1100	1300	53810		300.00	300.00
11	1	LO		Division of Transportation - 140 Bldg	FY25	1500	3510	53810		360.00	360.00
12	1	LO		Division of Transportation - 180 Bldg	FY25	1500	3520	53810		240.00	240.00
13	1	LO		Facilities Management	FY26	1000	1100	53810		4,166.00	4,166.00
14	1	LO		Facilities Management	FY26	1000	1100	52270		1,200.00	1,200.00
15	1	LO		Care Center	FY26	1200	2035	53810		1,200.00	1,200.00
16	1	LO		Animal Services	FY26	1100	1300	53810		50.00	50.00
17	1	LO		Division of Transportation - 140 Bldg	FY26	1500	3510	53810		120.00	120.00
18	1	LO		Division of Transportation - 180 Bldg	FY26	1500	3520	53810		100.00	100.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 22,320.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide full-service extermination and pest control services, as needed, for County facilities.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez, Christine Kliebhan, Kristie Lecaros, Kathy (Black) Curcio.
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  
 EXTERMINATION AND PEST CONTROL 24-017-FM  
 BID TABULATION

✓

NO.	LOCATION	UOM	QTY	Chem-Wise Ecological Pest Management		Effective Pest Solutions LLC		Anderson Pest Solutions		Rose Pest Solutions		Pest Management Services Inc.		Pestprosol LLC		Terminix		Chicago Pests, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>GROUP 1A - VARIOUS CAMPUS LOCATIONS</b>																			
1	JTK Administration Building	EA	24	\$ 50.00	\$ 1,200.00	\$ 60.00	\$ 1,440.00	\$ 55.00	\$ 1,320.00	\$ 45.00	\$ 1,080.00	\$ 84.00	\$ 2,016.00	\$ 220.00	\$ 5,280.00	\$ 245.00	\$ 5,880.00	\$ 575.00	\$ 13,800.00
2	JTK Administration Building Shipping/Loading Dock	EA	24	\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00	\$ 20.00	\$ 480.00	\$ 25.00	\$ 600.00	\$ 42.00	\$ 1,008.00	\$ 80.00	\$ 1,920.00	\$ 65.00	\$ 1,560.00	\$ 85.00	\$ 2,040.00
3	Judicial Office Facility	EA	24	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00	\$ 35.00	\$ 840.00	\$ 40.00	\$ 960.00	\$ 79.80	\$ 1,915.20	\$ 170.00	\$ 4,080.00	\$ 325.00	\$ 7,800.00	\$ 575.00	\$ 13,800.00
4	Judicial Office Facility Kitchen & Cafeteria	EA	24	\$ 30.00	\$ 720.00	\$ 15.00	\$ 360.00	\$ 40.00	\$ 960.00	\$ 40.00	\$ 960.00	\$ 84.00	\$ 2,016.00	\$ 80.00	\$ 1,920.00	\$ 65.00	\$ 1,560.00	\$ 225.00	\$ 5,400.00
5	Judicial Office Facility Shipping/Loading Dock	EA	24	\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00	\$ 20.00	\$ 480.00	\$ 35.00	\$ 840.00	\$ 42.00	\$ 1,008.00	\$ 80.00	\$ 1,920.00	\$ 65.00	\$ 1,560.00	\$ 85.00	\$ 2,040.00
6	Judicial Office Facility Annex	EA	24	\$ 40.00	\$ 960.00	\$ 45.00	\$ 1,080.00	\$ 35.00	\$ 840.00	\$ 85.00	\$ 2,040.00	\$ 73.50	\$ 1,764.00	\$ 160.00	\$ 3,840.00	\$ 225.00	\$ 5,400.00	\$ 425.00	\$ 10,200.00
7	Animal Services	EA	24	\$ 25.00	\$ 600.00	\$ 30.00	\$ 720.00	\$ 35.00	\$ 840.00	\$ 38.00	\$ 912.00	\$ 94.50	\$ 2,268.00	\$ 100.00	\$ 2,400.00	\$ 95.00	\$ 2,280.00	\$ 225.00	\$ 5,400.00
8	Care Center	EA	24	\$ 50.00	\$ 1,200.00	\$ 45.00	\$ 1,080.00	\$ 55.00	\$ 1,320.00	\$ 60.00	\$ 1,440.00	\$ 115.50	\$ 2,772.00	\$ 160.00	\$ 3,840.00	\$ 235.00	\$ 5,640.00	\$ 575.00	\$ 13,800.00
9	Care Center Kitchen & Cafeteria	EA	24	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00	\$ 80.00	\$ 1,920.00	\$ 80.00	\$ 1,920.00	\$ 80.00	\$ 1,920.00	\$ 80.00	\$ 1,920.00	\$ 95.00	\$ 2,280.00	\$ 325.00	\$ 7,800.00
10	Coroner's Building	EA	24	\$ 30.00	\$ 720.00	\$ 20.00	\$ 480.00	\$ 40.00	\$ 960.00	\$ 27.00	\$ 648.00	\$ 70.00	\$ 1,680.00	\$ 80.00	\$ 1,920.00	\$ 105.00	\$ 2,520.00	\$ 325.00	\$ 7,800.00
11	Children's Center (CANEC)	EA	24	\$ 25.00	\$ 600.00	\$ 25.00	\$ 600.00	\$ 40.00	\$ 960.00	\$ 38.00	\$ 912.00	\$ 60.00	\$ 1,440.00	\$ 80.00	\$ 1,920.00	\$ 95.00	\$ 2,280.00	\$ 425.00	\$ 10,200.00
12	Power Plant	EA	24	\$ 15.00	\$ 360.00	\$ 30.00	\$ 720.00	\$ 30.00	\$ 720.00	\$ 38.00	\$ 912.00	\$ 65.00	\$ 1,560.00	\$ 80.00	\$ 1,920.00	\$ 105.00	\$ 2,520.00	\$ 425.00	\$ 10,200.00
13	Sheriff's Department & Jail	EA	24	\$ 60.00	\$ 1,440.00	\$ 60.00	\$ 1,440.00	\$ 55.00	\$ 1,320.00	\$ 25.00	\$ 600.00	\$ 80.00	\$ 1,920.00	\$ 300.00	\$ 7,200.00	\$ 445.00	\$ 10,680.00	\$ 1,300.00	\$ 31,200.00
14	Sheriff's Jail Kitchen & Cafeteria	EA	24	\$ 35.00	\$ 840.00	\$ 50.00	\$ 1,200.00	\$ 60.00	\$ 1,440.00	\$ 25.00	\$ 600.00	\$ 55.00	\$ 1,320.00	\$ 80.00	\$ 1,920.00	\$ 65.00	\$ 1,560.00	\$ 175.00	\$ 4,200.00
15	Sheriff's Loading Dock	EA	24	\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00	\$ 20.00	\$ 480.00	\$ 25.00	\$ 600.00	\$ 30.00	\$ 720.00	\$ 80.00	\$ 1,920.00	\$ 65.00	\$ 1,560.00	\$ 175.00	\$ 4,200.00
16	Sheriff's Laundry Area	EA	24	\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00	\$ 20.00	\$ 480.00	\$ 25.00	\$ 600.00	\$ 50.00	\$ 1,200.00	\$ 70.00	\$ 1,680.00	\$ 65.00	\$ 1,560.00	\$ 75.00	\$ 1,800.00
17	Tunnel Area - between JTK Administration Building & Jail, Area between JTK & Annex, JTK to Power Plan	EA	24	\$ 20.00	\$ 480.00	\$ 25.00	\$ 600.00	\$ 30.00	\$ 720.00	\$ 25.00	\$ 600.00	\$ 45.00	\$ 1,080.00	\$ 100.00	\$ 2,400.00	\$ 115.00	\$ 2,760.00	\$ 325.00	\$ 7,800.00
18	DU-COMM & ETSB	EA	24	\$ 25.00	\$ 600.00	\$ 35.00	\$ 840.00	\$ 35.00	\$ 840.00	\$ 40.00	\$ 960.00	\$ 52.00	\$ 1,248.00	\$ 80.00	\$ 1,920.00	\$ 115.00	\$ 2,760.00	\$ 425.00	\$ 10,200.00

NO.	LOCATION	UOM	QTY	Chem-Wise Ecological Pest Management		Effective Pest Solutions LLC		Anderson Pest Solutions		Rose Pest Solutions		Pest Management Services Inc.		Pestprosol LLC		Terminix		Chicago Pests, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
19	Sheriff's Work Alternative Program (SWAP)	EA	24	\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00	\$ 25.00	\$ 600.00	\$ 25.00	\$ 600.00	\$ 52.00	\$ 1,248.00	\$ 70.00	\$ 1,680.00	\$ 65.00	\$ 1,560.00	\$ 175.00	\$ 4,200.00
20	Office of Emergency Management	EA	24	\$ 12.00	\$ 288.00	\$ 20.00	\$ 480.00	\$ 25.00	\$ 600.00	\$ 50.00	\$ 1,200.00	\$ 63.00	\$ 1,512.00	\$ 70.00	\$ 1,680.00	\$ 95.00	\$ 2,280.00	\$ 225.00	\$ 5,400.00
21	Building #2	EA	24	\$ 15.00	\$ 360.00	\$ 25.00	\$ 600.00	\$ 30.00	\$ 720.00	\$ 35.00	\$ 840.00	\$ 45.00	\$ 1,080.00	\$ 80.00	\$ 1,920.00	\$ 115.00	\$ 2,760.00	\$ 425.00	\$ 10,200.00
22	Standby Power Facility	EA	24	\$ 10.00	\$ 240.00	\$ 15.00	\$ 360.00	\$ 25.00	\$ 600.00	\$ 35.00	\$ 840.00	\$ 45.00	\$ 1,080.00	\$ 80.00	\$ 1,920.00	\$ 65.00	\$ 1,560.00	\$ 175.00	\$ 4,200.00
23	Grounds Facility	EA	24	\$ 12.00	\$ 288.00	\$ 20.00	\$ 480.00	\$ 20.00	\$ 480.00	\$ 50.00	\$ 1,200.00	\$ 45.00	\$ 1,080.00	\$ 80.00	\$ 1,920.00	\$ 95.00	\$ 2,280.00	\$ 175.00	\$ 4,200.00
<b>GROUP 1B - DIVISION OF TRANSPORTATION FACILITIES</b>																			
24	Division of Transportation Maintenance Facility (180)	EA	24	\$ 20.00	\$ 480.00	\$ 20.00	\$ 480.00	\$ 35.00	\$ 840.00	\$ 60.00	\$ 1,440.00	\$ 76.00	\$ 1,824.00	\$ 100.00	\$ 2,400.00	\$ 115.00	\$ 2,760.00	\$ 325.00	\$ 7,800.00
25	Division of Transportation Maintenance Facility (140)	EA	24	\$ 30.00	\$ 720.00	\$ 35.00	\$ 840.00	\$ 50.00	\$ 1,200.00	\$ 75.00	\$ 1,800.00	\$ 68.00	\$ 1,632.00	\$ 100.00	\$ 2,400.00	\$ 145.00	\$ 3,480.00	\$ 425.00	\$ 10,200.00
<b>GROUP 2A - HOURLY RATE FOR ADDITIONAL SERVICES</b>																			
26	Hourly Rate for Additional Services	EA	40	\$ 45.00	\$ 1,800.00	\$ 50.00	\$ 2,000.00	\$ 65.00	\$ 2,600.00	\$ 80.00	\$ 3,200.00	\$ 85.00	\$ 3,400.00	\$ 110.00	\$ 4,400.00	\$ 130.00	\$ 5,200.00	\$ 275.00	\$ 11,000.00
<b>GROUP 2B - MATERIAL ALLOWANCE FOR ADDITIONAL SERVICES</b>																			
NO.	ITEM	VALUE	MARK-UP or DISCOUNT	EXTENDED PRICE	MARK-UP or DISCOUNT	EXTENDED PRICE	MARK-UP or DISCOUNT	EXTENDED PRICE	MARK-UP or DISCOUNT	EXTENDED PRICE	MARK-UP or DISCOUNT	EXTENDED PRICE	MARK-UP or DISCOUNT	EXTENDED PRICE	MARK-UP or DISCOUNT	EXTENDED PRICE	MARK-UP or DISCOUNT	EXTENDED PRICE	
27	Miscellaneous Materials and Supplies for Additional Services	\$ 2,000.00	10%	\$ 2,200.00	20%	\$ 2,400.00	150%	\$ 3,000.00	\$0.00	\$ 2,000.00	20%	\$ 2,400.00	-40%	\$ 1,200.00	25%	\$ 2,500.00	0%	\$ 2,000.00	
<b>GROUP 3 - DRAIN TREATMENT AS NEEDED</b>																			
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
28	Drain Treatment	EA	350	\$ 1.00	\$ 350.00	\$ 0.50	\$ 175.00	\$ 2.00	\$ 700.00	\$ 0.34	\$ 119.00	\$ 8.25	\$ 2,887.50	\$ 7.00	\$ 2,450.00	\$ 25.00	\$ 8,750.00	\$ 17.50	\$ 6,125.00
				<b>GRAND TOTAL</b>	<b>\$ 20,046.00</b>		\$ 22,575.00		\$ 28,260.00		\$ 30,423.00		\$ 46,998.70		\$ 71,890.00		\$ 95,290.00		\$ 227,205.00

NOTES  
1. Effective Pest Solutions, LLC's Extended Price for Item #28 was incorrectly stated as \$2,100.00. This was corrected to \$175.00, and the Grand Total was corrected to \$22,575.00.  
2. Anderson Pest Solutions' Extended Price for item #27 was incorrectly stated as \$2,150.00. This was corrected to \$3,000.00, and the Grand Total was corrected to \$28,260.00.  
3. For Terminix, no Extended Prices were provided for Items 1-28. Prices were multiplied out to determine Extended Prices. The Grand Total was corrected to \$95,290.00 to include these corrections.

Bid Opening 02/01/2024 @ 2:30 PM	DW,NE,HK
Invitations Sent	94
Total Vendors Requesting Documents	2
Total Bid Responses	8

**SECTION 7 - BID FORM PRICING**

**GROUP 1A - VARIOUS CAMPUS LOCATIONS**

Provide price per service call, based on estimated 24 service calls per year, for each location.

NO	LOCATION	UOM	QTY	PRICE	EXTENDED PRICE
1	JTK Administration Building 421 N. County Farm Road, Wheaton, IL 60187 270,085 Square Feet (SQ. FT.) (Includes Café.)	EA	24	\$ 50.00	\$ 1,200.00
2	JTK Administration Building Shipping/Loading Dock, 421 N. County Farm Road, Wheaton, IL 60187 1,117 SQ. FT.	EA	24	\$ 10.00	\$ 240.00
3	Judicial Office Facility 505 N. County Farm Road, Wheaton, IL 60187 360,410 SQ. FT.	EA	24	\$ 50.00	\$ 1,200.00
4	Judicial Office Facility Kitchen & Cafeteria 505 N. County Farm Road, Wheaton, IL 60187 6,947 SQ. FT.	EA	24	\$ 30.00	\$ 720.00
5	Judicial Office Facility Shipping/Loading Dock 505 N. County Farm Road, Wheaton, IL 60187 2,105 SQ. FT.	EA	24	\$ 10.00	\$ 240.00
6	Judicial Office Facility Annex 503 N. County Farm Road, Wheaton, IL 60187 221,426 SQ. FT.	EA	24	\$ 40.00	\$ 960.00
7	Animal Services 120 N. County Farm Road, Wheaton, IL 60187 9,207 SQ. FT.	EA	24	\$ 25.00	\$ 600.00
8	Care Center 400 N. County Farm Road, Wheaton, IL 60187 256,587 SQ. FT.	EA	24	\$ 50.00	\$ 1,200.00
9	Care Center Kitchen & Cafeteria 400 N. County Farm Road, Wheaton, IL 60187 14,573 SQ. FT.	EA	24	\$ 50.00	\$ 1,200.00
10	Coroner's Building 414 N. County Farm Road, Wheaton, IL 60187 17,428 SQ. FT.	EA	24	\$ 30.00	\$ 720.00
11	Children's Center (CANEC) 422 N. County Farm Road, Wheaton, IL 60187 15,058 SQ. FT.	EA	24	\$ 25.00	\$ 600.00
12	Power Plant 410 N. County Farm Road, Wheaton, IL 60187 20,146 SQ. FT.	EA	24	\$ 15.00	\$ 360.00
13	Sheriff's Department & Jail 501 N. County Farm Road, Wheaton, IL 60187 441,125 SQ. FT.	EA	24	\$ 60.00	\$ 1,440.00
14	Sheriff's Jail Kitchen & Cafeteria 501 N. County Farm Road, Wheaton, IL 60187 5,096 SQ. FT.	EA	24	\$ 35.00	\$ 840.00
15	Sheriff's Loading Dock 501 N. County Farm Road, Wheaton, IL 60187 3,902 SQ. FT.	EA	24	\$ 10.00	\$ 240.00

NO	LOCATION	UOM	QTY	PRICE	EXTENDED PRICE
16	Sheriff's Laundry Area 501 N. County Farm Road, Wheaton, IL 601874,327 SQ. FT.	EA	24	\$ 10.00	\$ 240.00
17	Tunnel Area - between JTK Administration Building & Jail, Area between JTK & Annex, JTK to Power Plant - 3,674' Long X 8' Wide 29,392 SQ. FT.	EA	24	\$ 20.00	\$ 480.00
18	DU-COMM & ETSB 420 N. County Farm Road, Wheaton, IL 60187 35,314 SQ. FT.	EA	24	\$ 25.00	\$ 600.00
19	Sheriff's Work Alternative Program (SWAP) 200 N. County Farm Road, Wheaton, IL 60187 3,787 SQ. FT.	EA	24	\$ 10.00	\$ 240.00
20	Office of Emergency Management 418 N. County Farm Road, Wheaton, IL 60187 10,695 SQ. FT.	EA	24	\$ 12.00	\$ 288.00
21	Building #2 424 N. County Farm Road, Wheaton, IL 60187 30,327 SQ. FT.	EA	24	\$ 15.00	\$ 360.00
22	Standby Power Facility 416 N. County Farm Road, Wheaton, IL 60187 5,050 SQ. FT.	EA	24	\$ 10.00	\$ 240.00
23	Grounds Facility 170 N. County Farm Road, Wheaton, IL 60187 10,500 SQ. FT.	EA	24	\$ 12.00	\$ 288.00

**GROUP 1B - DIVISION OF TRANSPORTATION FACILITIES**

Provide price per service call, based on estimated 24 service calls per year, for each location.

NO	LOCATION	UOM	QTY	PRICE	EXTENDED PRICE
24	Division of Transportation Maintenance Facility 180 N. County Farm Road, Wheaton, IL 60187 27,920 SQ. FT.	EA	24	\$ 20.00	\$ 480.00
25	Division of Transportation Maintenance Facility 140 N. County Farm Road, Wheaton, IL 60187 58,363 SQ. FT.	EA	24	\$ 30.00	\$ 720.00

**GROUP 2A - HOURLY RATE FOR ADDITIONAL SERVICES**

Provide hourly rate for additional services, including but not limited to the following: wasps, hornets, bees, birds, and other pests on as "as needed" basis. The annual quantity is estimated. The County will not compensate for extra travel time.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
26	Hourly Rate for Additional Services	EA	40	\$ 45.00	\$ 1,800.00

**GROUP 2B - MATERIAL ALLOWANCE FOR ADDITIONAL SERVICES**

Provide discount or mark-up for materials needed for additional services. The annual quantity is estimated. The supplier's material invoices for these additions must be provided.

NO.	ITEM	VALUE	MARK-UP (+) or DISCOUNT (-) %	EXTENDED PRICE
27	Miscellaneous Materials and Supplies for Additional Services	\$2,000.00	10 %	\$2,200.00

**GROUP 3 - DRAIN TREATMENT AS NEEDED**

Supply J.I. Holcomb Enviro-pro DF5000 or Bio-stem to treat up to 350 drains with fly treatment consisting of a blend of bacteria cultures, free enzymes, and an active stabilization medium in the form of an extra heavy gel, certified salmonella free. Designed to reduce or eliminate drain fly food sources which promote drain fly development.

NO	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
28	Drain Treatment	EA	350	\$ 1.00	\$ 350.00
<b>GRAND TOTAL</b>					<b>\$ 20,046.00</b>

**GRAND TOTAL**

(In words)

TWENTY THOUSAND AND FORTY SIX DOLLARS

**SECTION 8 - BID FORM SIGNATURE PAGE**

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

<sup>n.a.</sup>  
Signature on File

X \_\_\_\_\_ - BRANCH MANAGER  
(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SEAL

**SECTION 9 - MANDATORY FORM  
EXTERMINATION AND PEST CONTROL 21-133-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Chem-Wise Ecological Pest Mgmt. Service		
Main Business Address	2600 Beverly Dr. # 106		
City, State, Zip Code	Aurora IL 60502		
Telephone Number	630-236-1600	Email Address	chemwise@sbcglobal.net
Bid Contact Person	Dale Leifheit	dleifheit@chemwise.net	

The undersigned certifies that he is:

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

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

David Oeters  
 (President or Partner)

David Oeters  
 (Secretary or Partner)

David Oeters  
 (Vice-President or Partner)

David Oeters  
 (Treasurer or Partner)

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

Addenda No. 1, 21, 017, and 2 issued thereto.

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	CHEMWISE	NAME	CHEMWISE
CONTACT	DALE LEIFHEIT	CONTACT	DALE LEIFHEIT
ADDRESS	2600 BEVERLY DR. #106	ADDRESS	2600 BEVERLY DR. #106
CITY ST ZIP	AVRORA, IL 60502	CITY ST ZIP	AVRORA, IL 60502
TX	630-236-1600	TX	630-236-1600
FX	630-851-8991	FX	630-851-8991
EMAIL	DLEIFHEIT@CHEMWISE.NET	EMAIL	DLEIFHEIT@CHEMWISE.NET
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700		DuPage County 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-5705 EMAIL : mary.ventrella@dupagecounty.gov	

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



# VENDOR ETHICS DISCLOSURE



## 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: 1-24-24

Bid/Contract/PO #: 24-017-FM

Company Name: <u>CHEMWISE</u>	Company Contact: <u>DALE LEIFHEIT</u>
Contact Phone: <u>630-236-1600</u>	Contact Email: <u>DLEIFHEIT@CHEMWISE.NET</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

DALE LEIFHEIT

Title

BRANCH MANAGER

Date

1-24-24

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



# Facilities Management Requisition Over \$30K

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

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**File #:** FM-P-0008-24

**Agenda Date:** 2/20/2024

**Agenda #:** 8.A.

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AWARDING RESOLUTION  
ISSUED TO GEHRKE TECHNOLOGY GROUP, INC.,  
TO FURNISH AND DELIVER WATER TREATMENT CHEMICALS, AS NEEDED,  
FOR FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$50,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Gehrke Technology Group, Inc., to furnish and deliver water treatment chemicals, as needed, for the period March 23, 2024 through March 22, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver water treatment chemicals, as needed, for the period March 23, 2024 through March 22, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Gehrke Technology Group, Inc., 1050 N Rand Road, Wauconda, IL 60084, for a contract total amount not to exceed \$50,000.00, per renewal option under bid award #22-016-FM, second of three options to renew.

Enacted and approved this 27<sup>th</sup> day of February 2024, at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0471	RFP, BID, QUOTE OR RENEWAL #: 22-016-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$35,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$225,000.00
	CURRENT TERM TOTAL COST: \$50,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Gehrke Technology Group, Inc.	VENDOR #: 39397	DEPT: Facilities Management	DEPT CONTACT NAME: Gavin Carroll
VENDOR CONTACT: Greg Gehrke	VENDOR CONTACT PHONE: 847-487-9110	DEPT CONTACT PHONE #: 630-407-5700	DEPT CONTACT EMAIL: gavin.carroll@dupagecounty.gov
VENDOR CONTACT EMAIL: ggehrke@gehrketech.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Gehrke Technology Group, Inc., to furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management, for the period March 23, 2024 through March 22, 2025 for a contract total amount not to exceed \$50,000, per renewal option under bid award #22-016-FM, second of three options to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Water treatment chemicals are necessary to treat the water in the campus cooling towers, boilers, closed loop systems, and high temperature hot water systems. Without proper chemical treatment, the systems could be damaged beyond repair due to corrosion.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Gehrke Technology Group, Inc.	Vendor#: 39397	Dept: Facilities Management	Division:
Attn: Greg Gehrke	Email: ggehrke@gehrketech.com	Attn:	Email: FMAccountsPayable@dupagecount y.gov
Address: 1050 N Rand Road	City: Wauconda	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60084-1165	State: IL	Zip: 60187
Phone: 847-487-9110	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Gehrke Technology Group, Inc.	Vendor#: 39397	Dept: Power Plant	Division: Facilities Management
Attn:	Email:	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address: 1050 N Rand Road	City: Wauconda	Address: 410 N. County Farm Road	City: Wheaton
State: IL	Zip: 60084-1165	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-918-4933	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 23, 2024	Contract End Date (PO25): Mar 22, 2025
Contract Administrator (PO25): Mary Ventrella			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Bulk Chemicals	FY24	1000	1100	52330		35,000.00	35,000.00
2	1	LO		Bulk Chemicals	FY25	1000	1100	52330		15,000.00	15,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 50,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish and deliver water treatment chemicals, as needed, for campus facilities, for Facilities Management
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, 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: 02/20/24 County Board: 02/27/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
WATER TREATMENT CHEMICALS FOR POWER PLANT 22-016-FM  
BID TABULATION**

NO.	ITEM	POUNDS TO BID	CONTAINER SIZE	QTY	GEHRKE TECHNOLOGY GROUP, INC.		GLOBAL WATER TECHNOLOGY, INC.		EARTHWISE ENVIRONMENTAL, INC.	
					PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Acumer 2100	50	50 pounds	1	\$ 145.00	\$ 145.00	\$ 159.56	\$ 159.56	\$ 155.00	\$ 155.00
2	Belclene 245	700	5 gallon pail	14	\$ 135.00	\$ 1,890.00	\$ 105.80	\$ 1,481.20	\$ 184.00	\$ 2,576.00
3	Belclene 575	50	5 gallon pail	1	\$ 230.00	\$ 230.00	\$ 218.70	\$ 218.70	\$ 216.00	\$ 216.00
4	Belsperse 400	1050	5 gallon pail	21	\$ 157.00	\$ 3,297.00	\$ 199.88	\$ 4,197.48	\$ 179.00	\$ 3,759.00
5	Cyclohexylamine	108	5 gallon pail	3	\$ 252.00	\$ 756.00	\$ 213.26	\$ 639.78	\$ 261.00	\$ 783.00
6	Dequest 2010	355	30 gallon drum	1	\$ 1,850.00	\$ 1,850.00	\$ 1,758.51	\$ 1,758.51	\$ 1,644.00	\$ 1,644.00
7	Diethyl Hydroxylamine 85%	102	5 gallon pail	3	\$ 200.00	\$ 600.00	\$ 190.22	\$ 570.66	\$ 197.00	\$ 591.00
8	DB-103 Polymer	50	5 gallon pail	1	\$ 175.00	\$ 175.00	\$ 119.37	\$ 119.37	\$ 126.00	\$ 126.00
9	DBNPA Solid	100	10# container	10	\$ 200.00	\$ 2,000.00	\$ 471.40	\$ 4,714.00	\$ 282.00	\$ 2,820.00
10	DTEA II	50	5 gallon pail	1	\$ 175.00	\$ 175.00	\$ 206.60	\$ 206.60	\$ 122.00	\$ 122.00
11	Erythorbic Acid Granular	50	50 pound bag	1	\$ 125.00	\$ 125.00	\$ 300.68	\$ 300.68	\$ 90.00	\$ 90.00
12	Hydrogen Peroxide 30%	508	55 gallon	1	\$ 550.00	\$ 550.00	\$ 339.76	\$ 339.76	\$ 420.00	\$ 420.00
13	Isopropyl Alcohol	66	5 gallon pail	2	\$ 350.00	\$ 700.00	\$ 57.06	\$ 114.12	\$ 60.00	\$ 120.00
14	K-Bac 7015	300	30 gallon	1	\$ 350.00	\$ 350.00	\$ 484.27	\$ 484.27	\$ 124.00	\$ 124.00
15	Morpholine	180	5 gallon pail	3	\$ 220.00	\$ 660.00	\$ 202.07	\$ 606.21	\$ 218.00	\$ 654.00
16	Na Ortho Silicate	50	5 gallon pail	1	\$ 250.00	\$ 250.00	\$ 48.01	\$ 48.01	\$ 75.00	\$ 75.00
17	Peracetic Acid 5.1%	43	5 gallon pail	1	\$ 125.00	\$ 125.00	\$ 105.10	\$ 105.10	\$ 108.00	\$ 108.00
18	Phosphonobutane Tricarboxylic Acid 50%	50	5 gallon pail	1	\$ 210.00	\$ 210.00	\$ 268.42	\$ 268.42	\$ 277.00	\$ 277.00
19	Phosphoric Acid 75%	130	5 gallon pail	2	\$ 175.00	\$ 350.00	\$ 88.48	\$ 176.97	\$ 138.00	\$ 276.00
20	Potassium Hydroxide 45%	3960	55 gallon drum	6	\$ 555.00	\$ 3,330.00	\$ 516.24	\$ 3,097.44	\$ 809.00	\$ 4,854.00
21	Propylene Glycol 99%	6500	55 gallon drum	10	\$ 1,450.00	\$ 14,500.00	\$ 1,328.36	\$ 13,283.60	\$ 1,487.00	\$ 14,870.00
22	Sodium Bisulfite 38%	550	5 gallon pail	10	\$ 40.00	\$ 400.00	\$ 35.07	\$ 350.68	\$ 56.00	\$ 560.00
23	Sodium Glucoheptonate 50%	100	5 gallon pail	2	\$ 125.00	\$ 250.00	\$ 86.98	\$ 173.96	\$ 96.00	\$ 192.00
24	Sodium Hydroxide 50%	1536	15 gallon carboy	8	\$ 100.00	\$ 800.00	\$ 136.13	\$ 1,089.04	\$ 230.00	\$ 1,840.00
25	Sodium Metasilicate Anhydrous	100	50 pound bag	2	\$ 55.00	\$ 110.00	\$ 307.40	\$ 614.80	\$ 66.00	\$ 132.00
26	Sodium Molybdate Crystals	800	200 pound keg	4	\$ 2,800.00	\$ 11,200.00	\$ 3,138.08	\$ 12,552.32	\$ 3,144.00	\$ 12,576.00
27	Sodium Nitrite	150	50 pound bag	3	\$ 70.00	\$ 210.00	\$ 85.64	\$ 256.92	\$ 103.00	\$ 309.00
28	Sodium Sulfite Anhydrous	400	50 pound bag	8	\$ 65.00	\$ 520.00	\$ 91.02	\$ 728.16	\$ 111.00	\$ 888.00
29	Sodium Tetraborate 5Mol	300	50 pound bag	6	\$ 75.00	\$ 450.00	\$ 39.94	\$ 239.64	\$ 60.00	\$ 360.00
30	Surfactant 9.5 mol	100	5 gallon pail	2	\$ 110.00	\$ 220.00	\$ 173.00	\$ 346.00	\$ 120.00	\$ 240.00
31	Granular Benzotriazole	420	60 pound keg	7	\$ 1,320.00	\$ 9,240.00	\$ 1,215.60	\$ 8,509.20	\$ 1,116.00	\$ 7,812.00
32	Stabilized Bromine Chloride 17%	2560	55 gallon drum	4	\$ 1,125.00	\$ 4,500.00	\$ 1,072.00	\$ 4,288.00	\$ 1,320.00	\$ 5,280.00
33	Tetrapotassium Pryophosphate	100	50 pound bag	2	\$ 160.00	\$ 320.00	\$ 146.12	\$ 292.24	\$ 276.00	\$ 552.00
34	UCON 50 HB5100	44	5 gallon pail	1	\$ 125.00	\$ 125.00	\$ 212.72	\$ 212.72	\$ 188.00	\$ 188.00
35	Versaflex 1	143	15 gallon carboy	1	\$ 325.00	\$ 325.00	\$ 542.83	\$ 542.83	\$ 600.00	\$ 600.00
36	30" 1 micron GCT B 1 A Filters 30-2		case of 5	5	\$ 200.00	\$ 1,000.00	\$ 79.63	\$ 398.15	\$ 239.00	\$ 1,195.00
37	Pan-Fresh 2		case of 144	1	\$ 500.00	\$ 500.00	\$ 698.66	\$ 698.66	\$ 583.00	\$ 583.00
<b>GRAND TOTAL</b>						<b>\$ 62,438.00</b>		<b>\$ 64,183.76</b>		<b>\$ 67,967.00</b>

NOTES

1. GEHRKE TECHNOLOGY GROUP INC.'S EXTENDED PRICE FOR LINE 35 WAS CORRECTED TO \$325.00, AND THEIR GRAND TOTAL WAS CORRECTED TO \$62,438.00, TO CORRECT MATHEMATICAL ERRORS.
2. GLOBAL WATER TECHNOLOGY INC.'S EXTENDED PRICE WAS CORRECTED FOR THE FOLLOWING LINES, TO CORRECT MATHEMATICAL ERRORS: LINES 5,7,15,22,23,24,28,29, 36. THEIR GRAND TOTAL WAS CORRECTED TO \$64,183.76.
3. GLOBAL WATER TECHNOLOGY, INC.'S SUBMISSION FOR LINE 15 IS FOR A CONTAINER SIZE OF 45 LBS.
4. EARTHWISE ENVIRONMENTAL INC.'S EXTENDED PRICE FOR LINE 2 WAS CORRECTED TO \$2,576.00, AND THEIR GRAND TOTAL WAS CORRECTED TO \$67,967.00, TO CORRECT MATHEMATICAL ERRORS.

Bid Opening 02/17/2022 @ 2:30	DW,KH
Invitations Sent	86
al Vendors Requesting Documents	2
Total Bid Responses	3

**SECTION 6 - BID FORM PRICING**

QUANTITIES ARE CANVASSING AMOUNTS ONLY

NO	ITEM	POUNDS TO BID	CONTAINER SIZE	QTY	PRICE, \$	EXTENDED PRICE, \$
1	Acumer 2100	50	50 pounds	1	145.00	145.00
2	Belclene 245	700	5-gallon pail	14	135.00	1890.00
3	Belclene 575	50	5-gallon pail	1	230.00	230.00
4	Belsperse 400	1050	5-gallon pail	21	157.00	3297.00
5	Cyclohexylamine	108	5-gallon pail	3	252.00	756.00
6	Dequest 2010	355	30-gallon drum	1	1850.00	1850.00
7	Diethyl Hydroxylamine 85%	102	5-gallon pail	3	200.00	600.00
8	DB-103 Polymer	50	5-gallon pail	1	175.00	175.00
9	DBNPA Solid	100	10# container	10	200.00	2000.00
10	DTEA II	50	5-gallon pail	1	175.00	175.00
11	Erythorbic Acid Granular	50	50-pound bag	1	125.00	125.00
12	Hydrogen Peroxide 30%	508	55 gallon	1	550.00	550.00
13	Isopropyl Alcohol	66	5-gallon pail	2	350.00	700.00
14	K-Bac 7015	300	30 gallon	1	350.00	350.00
15	Morpholine	180	5-gallon pail	3	220.00	660.00
16	Na Ortho Silicate	50	5-gallon pail	1	250.00	250.00
17	Peracetic Acid 5.1%	43	5-gallon pail	1	125.00	125.00
18	Phosphonobutane Tricarboxylic Acid 50%	50	5-gallon pail	1	210.00	210.00
19	Phosphoric Acid 75%	130	5-gallon pail	2	175.00	350.00
20	Potassium Hydroxide 45%	3960	55-gallon drum	6	555.00	3330.00
21	Propylene Glycol 99%	6500	55-gallon drum	10	1450.00	14,500.00
22	Sodium Bisulfite 38%	550	5-gallon pail	10	40.00	400.00
23	Sodium Glucoheptonate 50%	100	5-gallon pail	2	125.00	250.00
24	Sodium Hydroxide 50%	1536	15-gallon carboy	8	100.00	800.00
25	Sodium Metasilicate Anhydrous	100	50-pound bag	2	55.00	110.00
26	Sodium Molybdate Crystals	800	200-pound keg	4	2800.00	11,200.00



NO	ITEM	POUNDS TO BID	CONTAINER SIZE	QTY	PRICE, \$	EXTENDED PRICE, \$
27	Sodium Nitrite	150	50-pound bag	3	70.00	210.00
28	Sodium Sulfite Anhydrous	400	50-pound bag	8	65.00	520.00
29	Sodium Tetraborate 5Mol	300	50-pound bag	6	75.00	450.00
30	Surfactant 9.5 mol	100	5-gallon pail	2	110.00	220.00
31	Granular Benzotriazole	420	60-pound keg	7	1320.00	9240.00
32	Stabilized Bromine Chloride 17%	2560	55-gallon drum	4	1125.00	4500.00
33	Tetrapotassium Pyrophosphate	100	50-pound bag	2	160.00	320.00
34	UCON 50 HB5100	44	5-gallon pail	1	125.00	125.00
35	Versaflex 1	143	15-gallon carboy	1	325.00	625.00
36	30" 1-micron GCT B 1 A Filters 30-2		case of 5	5	200.00	1000.00
37	Pan-Fresh 2		case of 144	1	500.00	500.00
<b>GRAND TOTAL</b>					<b>\$ 62,738.00</b>	
<b>GRAND TOTAL</b>						
(In words) <b>Sixty-Two Thousand Seven Hundred Thirty-Eight Dollars and No cents.....</b>						

Please attach net price list or catalog with discount of other items you carry that may be purchased from the awarded contract. Items which do not have established and auditable pricing SHALL NOT be purchased against this contract.

**Notes for improvement:**

1. The product Granular Benzotriazole can be replaced with TolyTri-azole liquid in formulation that may reduce cost.
2. Stabilized Bromine Chloride may be replaced with a dual bromine chloride and sodium hypo-chloride that would be less expensive. It is a good review.
3. Propylene Glycol has risen drastically with oil prices. Plus there is curtailments and allotment systems, This may be best priced with spot market pricing.
4. Sodium Molybdate is a corrosion inhibitor and my be substituted with another inhibitor depending on function. It would be worth a review.

SECTION 7 - BID FORM SIGNATURE PAGE

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

# Signature on File

X

*President*

(Signature and Title)

*A. Greg Gottheke*

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(Notary Public)

SEAL

**SECTION 8 - MANDATORY FORM  
WATER TREATMENT CHEMICALS 22-016-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Gehrke Technology Group, Inc.		
Main Business Address	1050 N. Rand Road		
City, State, Zip Code	Wauconda, Illinois 60084		
Telephone Number	847-487-9110 (Office) 847-878-0716 (cell)	Email Address	ggehrke@gehrketech.com
Bid Contact Person	Greg Gehrke		

The undersigned certifies that he is:

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

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

_____	_____
A. G. Gehrke	
(President or Partner)	(Vice-President or Partner)
_____	_____
E. M. Gehrke	
(Secretary or Partner)	(Treasurer or Partner)

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

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Gehrke Technology Group, Inc.	NAME	Gehrke Technology Group, Inc.
CONTACT	Greg Gehrke	CONTACT	Greg Gehrke / L. Heinemann
ADDRESS	1050 N. Rand Road	ADDRESS	1050 N. Rand Road
CITY ST ZIP	Wauconda, IL 60084	CITY ST ZIP	Wauconda, IL 60084
TX	847-487-9110	TX	847-487-9110
FX	847-487-9026	FX	847-487-9026
EMAIL	ggehrke@gehrketech.com	EMAIL	ggehrke@gehrketech.com
	Office@gehrketech.com		Office@gehrketech.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL : FMAccountsPayable@dupageco.org		Masters Company, Inc. 890 Lively Boulevard Wood Dale, IL 60191 TX: (630) 238-9292	

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



**AMENDMENT FOR CONTRACT RENEWAL**

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Gehrke Technology Group, Inc. located at 1050 N. Rand Road, Wauconda, IL 60084, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-016-FM which became effective on 3/23/2022 and which will expire 3/22/2024. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 3/22/2025.

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

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

**Signature on File**

\_\_\_\_\_  
SIGNATURE

Greg Gehrke  
\_\_\_\_\_  
PRINTED NAME

President  
\_\_\_\_\_  
PRINTED TITLE

January 19, 2024  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

Brian Rovik  
\_\_\_\_\_  
PRINTED NAME

Buyer I  
\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
DATE



# Required Vendor Ethics Disclosure Statement

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

Date: 1-19-2024

Bid/Contract/PO #: 22-016-FM

Company Name: Gehrke Technology Group, Inc.	Company Contact: Greg Gehrke
Contact Phone: 847-878-0716	Contact Email: ggehrke@gehrketechnology.com

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

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

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

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

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

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

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

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

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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature Signature on File

Printed Name Greg Gehrke

Title President

Date January 19, 2024

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



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0009-24

**Agenda Date:** 2/20/2024

**Agenda #:** 6.A.

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**AWARDING RESOLUTION  
ISSUED TO VULCAN CONSTRUCTION MATERIALS, LLC  
TO FURNISH AND DELIVER COARSE AND FINE AGGREGATES  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION AND  
PUBLIC WORKS (CONTRACT TOTAL NOT TO EXCEED \$70,000.00)**

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Vulcan Construction Materials, LLC, to furnish and deliver coarse and fine aggregates, as needed for the Division of Transportation and Public Works, for the period April 1<sup>st</sup>, 2024 through March 31<sup>st</sup>, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver coarse and fine aggregates, as needed for the Division of Transportation (\$40,000) and Public Works (\$30,000), for the period April 1<sup>st</sup>, 2024 through March 31<sup>st</sup>, 2025, is hereby approved for issuance to Vulcan Construction Materials, LLC, 1000 East Warrenville Road, Suite 100, Naperville, Illinois 60563, for a contract total not to exceed \$70,000.00.

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

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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 #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$305,000.00
	CURRENT TERM TOTAL COST: \$70,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Vulcan Construction Materials, LLC	VENDOR #: 26490-P1	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ali Jones	VENDOR CONTACT PHONE: 224-242-6099	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: jonesal@vmcmail.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-12	
<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.).  Requesting a purchase order contract to Vulcan Construction Materials LLC, to provide coarse and fine aggregates for DuPage County on as-needed basis, for a contract total not to exceed \$70,000.00 (DOT in the amount of \$40,000.00 and PW in the amount of \$30,000.00). Effective April 1, 2024 through March 31, 2025, per low bid #23-023-DOT, this will be the first of three renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  For maintenance of the county roads and paths through out DuPage County.			

**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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

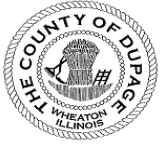
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Vulcan Construction Materials, LLC	Vendor#: 26490-P1	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ali Jones	Email: jonesal@vmcmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1000 E. Warrenville Road, Suite 100	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: 224-242-6099	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Vulcan Construction Materials, LLC	Vendor#: 26490-P1	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Dave Muno	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov
Address: PO Box 75219	City: Charlotte	Address: 140 N. County Farm Road	City: Wheaton
State: NC	Zip: 28275-5217	State: IL	Zip: 60187
Phone: 630-955-8500	Fax:	Phone: 630-407-6925	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2024	Contract End Date (PO25): Mar 31, 2025
Contract Administrator (PO25): Roula Eikosidekas			

**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		DOT - Coarse & Fine Aggregates	FY24	1500	3510	52270		39,000.00	39,000.00
2	1	EA		DOT - Coarse & Fine Aggregates	FY25	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Coarse & Fine Aggregates	FY24	2000	2665	52270		20,000.00	20,000.00
4	1	EA		PW - Coarse & Fine Aggregates	FY25	2000	2665	52270		10,000.00	10,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 70,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To provide coarse and fine aggregates for the DuPage County.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Ali Jones, David Koehler, Jason Walsh, Drew Cormican and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
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  
2023 CONSTRUCTION MATERIALS (SECTION 2 - COURSE AND FINE AGGREGATES)  
23-023-DOT**

**Ozinga Ready Mix, Inc.**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton
Delivered to Highway Garage		\$23.21	\$31.39	\$37.14	\$17.39	\$28.54	No Bid	No Bid	No Bid	\$34.81	\$39.00	No Bid	No Bid	No Bid	No Bid
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$9.77	No Charge	\$9.77

**Vulcan Construction Materials, LLC ✓**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton
Delivered to Highway Garage		\$17.68	\$24.88	\$34.92	\$14.63	\$16.53	\$27.43	\$46.78	\$50.48	\$19.33	\$30.78	No Bid	No Bid	No Bid	No Bid
Location 1 - Bolingbrook		\$10.40	\$17.60	No Bid	No Bid	\$9.25	No Bid	\$38.00	No Bid	\$16.55	\$23.50	No Bid	No Bid	No Bid	No Bid
Location 2 - Bartlett		\$10.70	\$19.00	No Bid	\$8.40	\$10.00	\$21.20	\$38.00	\$42.00	\$13.10	No Bid	No Bid	No Bid	No Bid	No Bid
Location 2 - McCook		No Bid	No Bid	\$25.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

**E.D. Shands LLC**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton
Delivered to Highway Garage		\$22.98	\$30.50	\$32.00	\$21.00	\$22.25	\$20.00	\$52.50	\$56.00	\$29.00	\$32.00	No Bid	\$16.25	\$15.00	\$19.75

**S. Schroeder Trucking, Inc.**

Vendor Plant Site		CA 6 Crushed Stone	CA 7 Crushed Stone	FA 1 Sand	FA 5 Limestone Screenings	FA 6 Birdseye/Tren ch Backfill (Sand)	Stone Rip Rap-Class A1	Stone Rip Rap-Class A3	Stone Rip Rap-Class A4	Cs-01 4" Stone	CA-16 3/8 Chip Stone	Porous Granular Materials	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton	Ton

Delivered to Highway Garage		\$23.95	\$31.60	\$33.20	\$21.92	\$22.51	\$20.90	\$53.38	\$56.68	\$29.10	\$33.08	No Bid	\$17.50	\$16.25	\$20.00
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NOTES

Bid Opening 3/13/23 @ 2:30 P.M.	DW, NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	4

**SECTION 2 PRICING:**

Vendors with multiple locations must provide an address, contact, and phone number for each yard where indicated below.

No.	Item	UOM	Delivered to 140 N. County Farm Rd, Wheaton IL	Location 1	Location 2	Location 3	Location 4	Location 5
1	CA 6 Crushed Stone	Ton	\$ 17.68	\$ 10.40	\$ 10.70	\$ N/A	\$ N/A	\$ N/A
2	CA 7 Crushed Stone	Ton	\$ 24.88	\$ 17.60	\$ 19.00	\$ N/A	\$ N/A	\$ N/A
3	FA-1 Sand	Ton	\$ 34.92	\$ N/A	\$ N/A	\$ 25.00	\$ N/A	\$ N/A
4	FA 5 Limestone Screenings	Ton	\$ 14.63	\$ N/A	\$ 8.40	\$ N/A	\$ N/A	\$ N/A
5	FA 6 Birdseye/Trench Backfill (Sand)	Ton	\$ 16.53	\$ 9.25	\$ 10.00	\$ N/A	\$ N/A	\$ N/A
6	Stone Rip Rap-Class A1	Ton	\$ 27.43	\$ N/A	\$ 21.20	\$ N/A	\$ N/A	\$ N/A
7	Stone Rip Rap-Class A3	Ton	\$ 46.78	\$ 38.00	\$ 38.00	\$ N/A	\$ N/A	\$ N/A
8	Stone Rip Rap-Class A4	Ton	\$ 50.48	\$ N/A	\$ 42.00	\$ N/A	\$ N/A	\$ N/A
9	CS-01 4" Stone	Ton	\$ 19.33	\$ 16.55	\$ 13.10	\$ N/A	\$ N/A	\$ N/A
10	CA-16 3/8" Chip Stone	Ton	\$ 30.78	\$ 23.50	\$ N/A	\$ N/A	\$ N/A	\$ N/A
11	Porous Granular Embankment (PGE)	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
12	Dumping of Asphalt Grindings**	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
13	Dumping of Clean Concrete**	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
14	Dumping of Broken Asphalt**	Ton	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>GRAND TOTAL</b>			\$	\$	\$	\$	\$	\$

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

**Delivered to Highway Garage**

Address:	140 North County Farm Road
City, State, Zip Code:	Wheaton, IL 60187
Contact:	Jason Walsh
Phone Number:	(630)407-6920

**LOCATION 1** Barbers Corners

Address:	351 Royce Rd
City, State, Zip Code:	Bolingbrook, IL 60440
Contact:	Ali Jones
Phone Number:	224-242-6099

**LOCATION 2** Bartlett

Address:	2000 Vulcan Blvd.
City, State, Zip Code:	Bartlett, IL 60103
Contact:	Ali Jones
Phone Number:	224-242-6099

**LOCATION 3** McCook

Address:	5500 Joliet Rd.
City, State, Zip Code:	McCook, IL 60525
Contact:	Ali Jones
Phone Number:	224-242-6099

**LOCATION 4**

Address:	N/A
City, State, Zip Code:	
Contact:	
Phone Number:	

**LOCATION 5**

Address:	N/A
City, State, Zip Code:	
Contact:	
Phone Number:	

**SECTION 7 - BID FORM SIGNATURE PAGE**

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

Signature on File

X

VP/GM

(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 2ND day of MARCH AD, 20 23

Signature on File

My Commission Expires: June 28, 2024



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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Vulcan Construction Materials LLC	NAME	Vulcan Construction Materials, LLC
CONTACT	Ali Jones	CONTACT	Dave Muno
ADDRESS	1000 E Warrenville Rd, Ste 100	ADDRESS	PO Box 75219
CITY ST ZIP	Naperville, IL 60563	CITY ST ZIP	Charlotte, NC 28275-5217
TX	224-242-6099	TX	670-955-8500
FX		FX	670-955-4453
EMAIL	jonesal@vmemail.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

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





## 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 Vulcan Construction Materials, LLC, located at 1000 E Warrenville Rd, Suite 100, Naperville, IL 60563, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-023-DOT which became effective on 4/12/23 and which will expire 3/31/24. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 3/31/25.

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

**CONTRACTOR**  
**Signature on File**

**THE COUNTY OF DUPAGE**

JASON GRIMES

PRINTED NAME

SALES SERVICES MANAGER

PRINTED TITLE

1-11-2024

DATE

\_\_\_\_\_  
SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

\_\_\_\_\_  
DATE



# Required Vendor Ethics Disclosure Statement

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

Date: 1-11-2024

Bid/Contract/PO #: 23-023-DOT

Company Name: <u>VULCAN CONSTRUCTION MATERIALS LLC</u>	Company Contact: <u>JOSEPH SULLIVAN</u>
Contact Phone: <u>647-738-6839</u>	Contact Email: <u>SULLIVANJE@VMCMAIL.COM</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

**Signature on File**

Printed Name

JASON GRIMES

Title

SALES SERVICES MANAGER

Date

1-11-2024

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



Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0010-24

**Agenda Date:** 2/20/2024

**Agenda #:** 8.C.

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AWARDING RESOLUTION  
ISSUED TO OZINGA READY MIX CONCRETE, INC.  
TO FURNISH AND DELIVER PORTLAND CEMENT CONCRETE  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
AND PUBLIC WORKS  
(CONTRACT TOTAL NOT TO EXCEED \$75,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Ozinga Ready Mix Concrete Inc., to furnish and deliver Portland Cement concrete, as needed for the Division of Transportation, and Public Works, for the period April 1<sup>st</sup>, 2024 through March 31<sup>st</sup>, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Portland Cement concrete, as needed for the Division of Transportation (\$50,000) and Public Works (\$25,000), for the period April 1<sup>st</sup>, 2024 through March 31<sup>st</sup>, 2025, is hereby approved for issuance to Ozinga Ready Mix Concrete, Inc., 19001 Old LaGrange Road, Mokena, Illinois 60448, for a contract total not to exceed \$75,000.00.

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

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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 #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$325,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Ozinga Ready Mix Concrete, Inc.	VENDOR #: 13068	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Matt Postema	VENDOR CONTACT PHONE: 708-326-3770	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: mattpostema@ozinga.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-13	
<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.).  Requesting a purchase order contract to Ozinga Ready Mix Concrete, to provide portland cement concrete for the DuPage County on as-needed basis, for a contract total not to exceed \$75,000.00 (DOT in the amount of \$50,000.00 and PW in the amount of \$25,000.00). Effective April 1, 2024 through March 31, 2025, per low bid #23-023-DOT, this will be the first of three renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  For maintenance of the sidewalks and roadways through out the DuPage County.			

**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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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

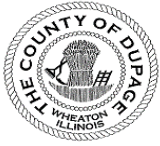
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ozinga Ready Mix Concrete, Inc.	Vendor#: 13068	Dept: Division of Transportation	Division: Accounts Payable
Attn: Matt Postema	Email: mattpostema@ozinga.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 19001 Old LaGrange Rd.	City: Mokena	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60448	State: IL	Zip: 60187
Phone: 708-326-3770	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ozinga Ready Mix Concrete, Inc.	Vendor#: 13068	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email: ginap@k-five.net	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov
Address: 19001 Old LaGrange Rd.	City: Mokena	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60448	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6925	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2024	Contract End Date (PO25): Mar 31, 2025
Contract Administrator (PO25): Roula Eikosidekas			

**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		DOT - Portland Cement Concrete	FY24	1500	3510	52270		49,000.00	49,000.00
2	1	EA		DOT - Portland Cement Concrete	FY25	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Portland Cement Concrete	FY24	2000	2665	52270		10,000.00	10,000.00
4	1	EA		PW - Portland Cement Concrete	FY24	2000	2640	52270		10,000.00	10,000.00
5	1	EA		PW - Portland Cement Concrete	FY25	2000	2665	52270		2,500.00	2,500.00
6	1	EA		PW - Portland Cement Concrete	FY25	2000	2640	52270		2,500.00	2,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 75,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.  To provide portland cement concrete for the DuPage County.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Email Approved PO to: Matt Postema, David Koehler, Jason Walsh, Drew Cormican and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  see above.
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**  
**2023 CONSTRUCTION MATERIALS (SECTION 3 - PORTLAND CEMENT CONCRETE)**  
**23-023-DOT**



<b>Ozinga Ready Mix Concrete, Inc.</b>												
ITEM #		1	2	3	4	5	6	7	8	9	10	11
Vendor Plant Site		Class SI Concrete (4.6) Bag Mix	Class SI Concrete Special (6.1) Bag Mix	High Early Mix (Class PP-1)	CLSM Mix #3	Calcium Chloride (1%)	Calcium Chloride (2%)	Retarder	Super Plasticizer	2'x2'x6' Concrete Blocks	2'x2'x6' Concrete Corner Blocks	2'x2'x3' Concrete Blocks
	UOM	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Cubic Yard	Per Block	Per Block	Per Block
Delivered to various locations		\$215.50	\$217.25	\$235.00	\$195.00	\$4.50	\$9.00	\$4.25	\$9.00	No Bid	No Bid	No Bid
Picked up at Lemont, IL		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$75.00	\$70.00	\$50.00

NOTES

Bid Opening 3/13/2023@ 2:30 P.M.	DW,NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	1

Vendors with multiple locations must provide an address, contact, and phone number for each location.

If there are areas within DuPage County that you are unable to deliver to, please note that below the pricing table.

**SECTION 3 PRICING:**

No.	Item	UOM	Price Delivered	Price Location 1	Price Location 2
1	Class SI Concrete (4.6) Bag Mix	Cubic Yard	\$ 215.50		
2	Class SI Concrete Special (6.1) Bag Mix	Cubic Yard	\$ 217.25		
3	High Early Mix (Class PP-1)	Cubic Yard	\$ 235.00		
4	CLSM Mix#3	Cubic Yard	\$ 195.00		
5	Calcium Chloride (1%)	Cubic Yard	\$ 4.50		
6	Calcium Chloride (2%)	Cubic Yard	\$ 9.00		
7	Retarder	Cubic Yard	\$ 4.25		
8	Super Plasticizer	Cubic Yard	\$ 9.00		
9	2'x2'x6' Concrete Blocks	Per Block		\$ 75	\$ 75
10	2'x2'x6' Concrete Corner Blocks	Per Block		\$ 70	\$ 70
11	2'x2'x3' Concrete Blocks	Per Block		\$ 50	\$ 50

**Please identify any delivery restrictions:**

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**Delivered to Highway Garage**

Address:	140 North County Farm Road
City, State, Zip Code:	Wheaton, IL 60187
Contact:	Jason Walsh
Phone Number:	(630)407-6920

**LOCATION 1**

Address:	11400 Old Lemont Rd
City, State, Zip Code:	Lemont, IL 60439
Contact:	Tom Maximer
Phone Number:	208-326-4567 or 800-Stone-80

**LOCATION 2**

Address:	
City, State, Zip Code:	
Contact:	
Phone Number:	



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

**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Alex Nieves	NAME	
CONTACT	708-326-4200	CONTACT	
ADDRESS	19001 old Lagrange Rd	ADDRESS	
CITY ST ZIP	Mokena, IL 60448	CITY ST ZIP	
TX		TX	
FX		FX	
EMAIL	alexnieves@ozinga.com	EMAIL	
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

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

Quote # Q-66613

Customer Name:	DUPAGE COUNTY DOT	Estimated Yardage:	225.0
Attention:	Jason Walsh	Quote Date:	3/10/2023
Project Name:	Area Pricing 2023	Quoted By:	Matt Postema - (708) 326-3776
Address:	Area Pricing 2023 , IL	Sales Email:	mattpostema@ozinga.com
		PO:	

Product No	Description	Usage	QTY	Price	Unit
542Z	71-PCC-542Z 4.6 WR FA FULL AE	PV/SI	1	\$215.50	per CYD
552Z	71-PCC-552Z 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
555Z	71-PCC-555Z 7.0 BG WRHR WR AE	PP-1	1	\$235.00	per CYD
2356	71-PCC-LS02 1.33 BG FULL AE	Flow Fill	1	\$195.00	per CYD
183M	71-PCC-183M 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
Z073	71-PCC-Z073 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
OZSHIELD4	OZINGA SHIELD 4000 PSI		1	\$18.50	per CYD
863Z	71-PCC-863Z 4.6 WR FA FULL AE	PV/SI	1	\$215.50	per CYD
862Z	71-PCC-862Z 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
Z706	71-PCC-Z706 7.0 BG WRHR WR AE	PP-1	1	\$235.00	per CYD
Z702	71-PCC-Z702 6.1 BG WR FULL AE		1	\$217.25	per CYD
Z703	71-PCC-Z703 4.6 WR FA FULL AE		1	\$215.50	per CYD
880Z	71-PCC-880Z 4.6 WR FA FULL AE		1	\$215.50	per CYD
Z736	71-PCC-Z736 4.6 WR SLG FULL AE		1	\$215.50	per CYD
236M	71-PCC-236M 6.1 BG WR FULL AE		1	\$217.25	per CYD
784Z	71-PCC-784Z 6.1 BG WR FULL AE		1	\$217.25	per CYD
Z844	71-PCC-Z844 4.6 WR FA FULL AE		1	\$215.50	per CYD
Z843	71-PCC-Z843 6.1 BG WR FULL AE		1	\$217.25	per CYD
Z853	71-PCC-Z853 6.1 BG WR FULL AE		1	\$217.25	per CYD
001F	71-PCC-001F 6.1 BG WR FULL AE		1	\$217.25	per CYD
1Z45	71-PCC-1Z45 6.1 BG WR FULL AE		1	\$217.25	per CYD
001F	71-PCC-001F 6.1 BG WR FULL AE		1	\$217.25	per CYD
3Z47	71-PCC-3Z47 4.6 WR SLG FULL AE		1	\$215.50	per CYD
CEMSUR	CEMENT SURCHARGE - CY		1	\$0.00	per CYD

Product No	Mandatory Charges	Comments	Price	Unit
EC	ENVIRONMENTAL CHARGE		\$0.00	per CYD
FS	FUEL SURCHARGE	No fuel surcharge on this project		per Load

Product No	Additional Charges	Comments	Price	Unit
CCGROUP	CC PRICE GROUP		\$4.50	per CYD
NCAGROUP	NCA PRICE GROUP		\$10.00	per CYD
WRR-REC	RETARDER GCP RECOVER		\$4.25	per CYD
WRHRGROUP	HIGH RANGE WATER REDUCER GROUP		\$9.00	per CYD
STEALTHGRP	STEALTH FIBER GROUP		\$8.00	per CYD
FIBERGRP	FIBERMESH PRICE GROUP		\$9.00	per CYD
OT	OVERTIME DELIVERY		\$10.00	per CYD
SDLD	SATURDAY DELIVERY - PER LOAD		\$100.00	per Load
WT	WAITING TIME		\$2.50	per Minute
HWC	HOT WEATHER CHARGE		\$25.00	per CYD
WS	WINTER SERVICE	Effective 11/1 - 3/31	\$15.00	per CYD
MO	MINIMUM LOAD CHARGE	No minimum load charge for this project		per Load
BAG	STRAIGHT BAG MIXES (ADDITIONAL)		\$3.00	per CYD

Notes		
<p>23-023-DOT</p> <p>Concrete Blocks 2'X2'X6' - \$75 Each  Concrete Blocks 2'X2'X5' Corner - \$70 Each  Concrete Blocks 2'X2'X3' - \$50 Each</p> <p>ADA Tiles available, Linear &amp; Radial - Please contact ADATiles@ozinga.com for pricing and orders</p>		
Please read all charges, dates, and terms below.		
Prices firm through: 12/30/2023	Escalation Date:	Escalation Amt:
Escalation Firm Through:	Secondary Escalation Amt:	Secondary Escalation Firm Through:
<p>HOURS OF OPERATION: MON-FRI 6:00 AM - 5:00 PM SAT 6:00 AM - 12:00 PM  <b>Need Stone, Gravel, Sand, or Recycled Materials? We do that too!</b>  <b>Please contact our Dispatch Center at 1-800-STONE-80 for delivery information and pricing.</b></p>		
Terms and Conditions		
<p>Any unpaid Balance at 45 days may have liens placed to secure payment - All prices on quote are applicable if used. Taxes not included. Prices subject to change after 30 days; additionally, prices subject to change based on change in scope of Project. Payment Terms: Net 30 (outstanding balances shall incur a late payment fee of 1.5% per month). Ozinga does not warrant the performance of concrete which is not adequately cured, is improperly handled and/or finished. Tests for slump and air content shall be made in accordance with procedures listed in the current ASTM C94 and by certified field inspectors. Any water added shall be at Customer's own risk. Ozinga will always strive to deliver materials in a timely manner but at times delays may occur. Ozinga will not accept back charges for service issues. This quote is solely for the Customer's own internal use and is not to be published or disseminated to any third party</p>		
Customer Signature		
Signature:	Date:	

Quote # Q-66608

Customer Name:	DUPAGE COUNTY PUBLIC WORKS	Estimated Yardage:	225.0
Attention:	Jeff Sandt	Quote Date:	3/10/2023
Project Name:	Area Pricing 2023	Quoted By:	Matt Postema - (708) 326-3776
Address:	Area Pricing 2023 , IL	Sales Email:	mattpostema@ozinga.com
		PO:	

Product No	Description	Usage	QTY	Price	Unit
542Z	71-PCC-542Z 4.6 WR FA FULL AE	PV/SI	1	\$215.50	per CYD
552Z	71-PCC-552Z 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
555Z	71-PCC-555Z 7.0 BG WRHR WR AE	PP-1	1	\$235.00	per CYD
2356	71-PCC-LS02 1.33 BG FULL AE	Flow Fill	1	\$195.00	per CYD
183M	71-PCC-183M 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
Z073	71-PCC-Z073 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
OZSHIELD4	OZINGA SHIELD 4000 PSI		1	\$18.50	per CYD
863Z	71-PCC-863Z 4.6 WR FA FULL AE	PV/SI	1	\$215.50	per CYD
862Z	71-PCC-862Z 6.1 BG WR FULL AE	PV/SI	1	\$217.25	per CYD
Z706	71-PCC-Z706 7.0 BG WRHR WR AE	PP-1	1	\$235.00	per CYD
Z702	71-PCC-Z702 6.1 BG WR FULL AE		1	\$217.25	per CYD
Z703	71-PCC-Z703 4.6 WR FA FULL AE		1	\$215.50	per CYD
880Z	71-PCC-880Z 4.6 WR FA FULL AE		1	\$215.50	per CYD
Z736	71-PCC-Z736 4.6 WR SLG FULL AE		1	\$215.50	per CYD
236M	71-PCC-236M 6.1 BG WR FULL AE		1	\$217.25	per CYD
784Z	71-PCC-784Z 6.1 BG WR FULL AE		1	\$217.25	per CYD
Z844	71-PCC-Z844 4.6 WR FA FULL AE		1	\$215.50	per CYD
Z843	71-PCC-Z843 6.1 BG WR FULL AE		1	\$217.25	per CYD
Z853	71-PCC-Z853 6.1 BG WR FULL AE		1	\$217.25	per CYD
001F	71-PCC-001F 6.1 BG WR FULL AE		1	\$217.25	per CYD
1Z45	71-PCC-1Z45 6.1 BG WR FULL AE		1	\$217.25	per CYD
001F	71-PCC-001F 6.1 BG WR FULL AE		1	\$217.25	per CYD
3Z47	71-PCC-3Z47 4.6 WR SLG FULL AE		1	\$215.50	per CYD
CEMSUR	CEMENT SURCHARGE - CY		1	\$0.00	per CYD

Product No	Mandatory Charges	Comments	Price	Unit
EC	ENVIRONMENTAL CHARGE		\$0.00	per CYD
FS	FUEL SURCHARGE	No fuel surcharge on this project		per Load

Product No	Additional Charges	Comments	Price	Unit
CCGROUP	CC PRICE GROUP		\$4.50	per CYD
NCAGROUP	NCA PRICE GROUP		\$10.00	per CYD
WRR-REC	RETARDER GCP RECOVER		\$4.25	per CYD
WRHRGROUP	HIGH RANGE WATER REDUCER GROUP		\$9.00	per CYD
STEALTHGRP	STEALTH FIBER GROUP		\$8.00	per CYD
FIBERGRP	FIBERMESH PRICE GROUP		\$9.00	per CYD
OT	OVERTIME DELIVERY		\$10.00	per CYD
SDLD	SATURDAY DELIVERY - PER LOAD		\$100.00	per Load
WT	WAITING TIME		\$2.50	per Minute
HWC	HOT WEATHER CHARGE		\$25.00	per CYD
WS	WINTER SERVICE	Effective 11/1 - 3/31	\$15.00	per CYD
MO	MINIMUM LOAD CHARGE	No minimum load charge for this project		per Load
BAG	STRAIGHT BAG MIXES (ADDITIONAL)		\$3.00	per CYD



**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 Ozinga, Inc., located at 19001 Old Lagrante, Ste 300, Mokena, IL 60448, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-023-DOT which became effective on 4/12/23 and which will expire 3/31/24. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 3/31/25.

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

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

# Signature on File

SIGNATURE

THOMAS MAXEINER

PRINTED NAME

INSIDE SALES REPRESENTATIVE

PRINTED TITLE

01/10/2024

DATE

SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

DATE



# Required Vendor Ethics Disclosure Statement

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

Date: 1/9/24

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <u>Ozinga Ready Mix Inc</u>	Company Contact: <u>tommaxeiner@OZINGA.COM</u>
Contact Phone: <u>708-326-4200</u>	Contact Email: <u>tommaxeiner@OZINGA.COM</u>

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:  
<https://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature: Signature on File

Printed Name: THOMAS MAXEINER

Title: IN/106 SALES REPRESENTATIVE

Date: 01/10/2024

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0011-24

Agenda Date: 2/20/2024

Agenda #: 6.C.

AWARDING RESOLUTION  
ISSUED TO K-FIVE CONSTRUCTION CORPORATION  
TO FURNISH AND DELIVER  
BITUMINOUS PAVING MATERIALS FOR THE SOUTHEAST REGION  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION AND PUBLIC WORKS  
(CONTRACT TOTAL NOT TO EXCEED \$139,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to K-Five Construction Corporation, to furnish and deliver bituminous paving materials for the southeast region, as needed for the Division of Transportation and Public Works, for the period April 1<sup>st</sup>, 2024 through March 31<sup>st</sup>, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bituminous paving materials for the southeast region, as needed for the Division of Transportation (\$115,000.00) and Public Works (\$24,000.00), for the period April 1<sup>st</sup>, 2024 through March 31<sup>st</sup>, 2025, is hereby approved for issuance to K-Five Construction Corporation, 999 Oakmont Plaza Drive, Suite 200, Westmont, Illinois 60559, for a contract total not to exceed \$139,000.00.

Enacted and approved this 27th day of February, 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 #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$139,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$556,000.00
	CURRENT TERM TOTAL COST: \$139,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: K-Five Construction Corporation	VENDOR #: 10843	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brian Gormsen	VENDOR CONTACT PHONE: 630-257-5600	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: briang@k-five.net	VENDOR WEBSITE:	DEPT REQ #: 24-1500-09	
<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.).  Requesting a purchase order contract to K-Five Corporation, to provide bituminous paving materials in the south east region of DuPage County on as- needed basis, for a contract total not to exceed \$139,000.00 (DOT in the amount of \$115,000.00 and PW in the amount of \$24,000.00). Effective April 1, 2024 through March 31, 2025, per low bid #23-023-DOT, this will be the first of three renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  For maintenance of the County roads and pats in the south east region of DuPage County.			

**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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: K-Five Construction Corporation	Vendor#: 10843	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brian Gormsen	Email: briang@k-five.net	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 999 Oakmont Plaza Drive, Suite 200	City: Westmont	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-257-5600	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: K-Five Construction Corporation	Vendor#: 10843	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Gina Portschy	Email: ginap@k-five.net	Attn: David Koehler	Email: david.koehler@dupagecounty.gov
Address: 999 Oakmont Plaza Drive, Suite 200	City: Westmont	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-257-5600	Fax:	Phone: 630-407-6926	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2024	Contract End Date (PO25): Mar 31, 2025
Contract Administrator (PO25): Roula Eikosidekas			

**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		DOT - Bituminous Paving Materials (South East Region) of DuPage County	FY24	1500	3510	52270		114,000.00	114,000.00
2	1	EA		DOT - Bituminous Paving Materials (South East Region) of DuPage County	FY25	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Bituminous Paving Materials	FY24	2000	2665	52270		10,000.00	10,000.00
4	1	EA		PW - Bituminous Paving Materials	FY24	2000	2640	52270		10,000.00	10,000.00
5	1	EA		PW - Bituminous Paving Materials	FY25	2000	2665	52270		2,000.00	2,000.00
6	1	EA		PW - Bituminous Paving Materials	FY25	2000	2640	52270		2,000.00	2,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 139,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.  To provide bituminous paving materials for the (south east region) of DuPage County.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.  Email Approved PO to: Brian Gormsen, David Koehler, Jason Walsh, Drew Cormican and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.  see above.
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  
 2023 CONSTRUCTION MATERIALS (SECTION 1 - BITUMINOUS PAVING MATERIALS)  
 23-023-DOT

K-Five Companies													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	PAIL	Ton	Ton	Ton	Ton
Elmhurst (DuPage Materials Company LLC)		\$75.25	\$72.75	\$63.50	\$65.75	\$120.00	\$70.25	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Hodgkins (K-Five Hodgkins LLC)		\$74.25	\$71.25	\$63.75	\$64.75	\$120.00	\$69.50	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Naperville (Chicago Materials Corporation)		\$73.75	\$74.00	\$67.25	\$66.25	\$120.00	\$71.25	No Bid	\$47.25	No Bid	\$7.75	\$7.75	\$7.75
Romeoville (Route 66 Asphalt)		\$71.75	\$69.50	\$65.75	\$64.25	\$120.00	\$67.25	No Bid	\$47.25	No Bid	\$7.75	No Bid	\$7.75

Plote Construction Inc.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - West Chicago		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Location 2 - Bartlett		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge

Ozinga													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 9.77	No charge	\$ 9.77

Superior Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - North Aurora		No Bid	\$63.50	No Bid	\$58.50	No Bid	\$63.50	No Bid	\$60.00	\$153.50	No charge	No charge	No charge

DuKane Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Addison		\$65.00	\$65.00	\$62.00	\$62.00	\$82.00	No Bid	No Bid	\$65.00	No Bid	\$8.00	\$8.00	\$8.00

NOTES

Bid Opening 3/13/23 @ 2:30 P.M.	DW, NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	5

**SECTION 1 PRICING:**

Vendors with multiple locations must provide an address, contact and phone number for each location where indicated below.

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 74.25	\$ N/A	\$ N/A
2	HMA Surface Course, Mix D, N50	Ton	\$ 71.25	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 63.75	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 64.75	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 120.00	\$	\$
6	Driveway / Private Mix*	Ton	\$ 69.50	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ N/A	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 47.25	\$	\$
9	Cold Patch	Ton	\$ 165.00	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 7.75	\$	\$
11	Dumping of Clean Concrete**	Ton	\$ N/A	\$	\$
12	Dumping of Broken Asphalt**	Ton	\$ 7.75	\$	\$

\*Contractor shall include design sheets indicating the composition of their driveway/private mixes with their bid.

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

Hodgkins Plant		LOCATION 1
Address:	6301 East Avenue	
City, State, Zip Code:	Hodgkins, IL, 60525	
Contact:	Mark Paluch	
Phone Number:	630-768-7814	

		LOCATION 2
Address:		
City, State, Zip Code:		
Contact:	N/A	
Phone Number:		

		LOCATION 3
Address:		
City, State, Zip Code:		
Contact:	N/A	
Phone Number:		

**SECTION 1 PRICING:**

Vendors with multiple locations must provide an address, contact and phone number for each location where indicated below.

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 73.75	\$ N/A	\$ N/A
2	HMA Surface Course, Mix D, N50	Ton	\$ 74.00	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 67.25	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 66.25	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 120.00	\$	\$
6	Driveway / Private Mix*	Ton	\$ 71.25	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ N/A	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 47.25	\$	\$
9	Cold Patch	Ton	\$ N/A	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 7.75	\$	\$
11	Dumping of Clean Concrete**	Ton	\$ 7.75	\$	\$
12	Dumping of Broken Asphalt**	Ton	\$ 7.75	\$	\$

\*Contractor shall include design sheets indicating the composition of their driveway/private mixes with their bid.

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

LOCATION 1	
Address:	1660 N. Aurora Rd.
City, State, Zip Code:	Naperville, IL 60540
Contact:	Mike Faulk
Phone Number:	630-355-0201

LOCATION 2	
Address:	
City, State, Zip Code:	N/A
Contact:	
Phone Number:	

LOCATION 3	
Address:	
City, State, Zip Code:	N/A
Contact:	
Phone Number:	

**SECTION 1 PRICING:**

Vendors with multiple locations must provide an address, contact and phone number for each location where indicated below.

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 75.25	\$ N/A	\$ N/A
2	HMA Surface Course, Mix D, N50	Ton	\$ 72.75	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 63.50	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 65.75	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 120.00	\$	\$
6	Driveway / Private Mix*	Ton	\$ 70.25	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ N/A	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 47.25	\$	\$
9	Cold Patch	Ton	\$ 165.00	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 7.75	\$	\$
11	Dumping of Clean Concrete**	Ton	\$ N/A	\$	\$
12	Dumping of Broken Asphalt**	Ton	\$ 7.75	\$	\$

\*Contractor shall include design sheets indicating the composition of their driveway/private mixes with their bid.

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

<i>Elmhurst plant</i>		<b>LOCATION 1</b>
Address:	1 N. 550 Route 83	
City, State, Zip Code:	Elmhurst, IL 60126	
Contact:	Matt Viehman	
Phone Number:	630-832-4213	

<b>LOCATION 2</b>	
Address:	
City, State, Zip Code:	N/A
Contact:	
Phone Number:	

<b>LOCATION 3</b>	
Address:	
City, State, Zip Code:	N/A
Contact:	
Phone Number:	

**SECTION 1 PRICING:**

Vendors with multiple locations must provide an address, contact and phone number for each location where indicated below.

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 71.75	\$ N/A	\$ N/A
2	HMA Surface Course, Mix D, N50	Ton	\$ 69.50	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 65.75	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 64.25	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 120.00	\$	\$
6	Driveway / Private Mix*	Ton	\$ 67.25	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ N/A	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 47.25	\$	\$
9	Cold Patch	Ton	\$ N/A	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 7.75	\$	\$
11	Dumping of Clean Concrete**	Ton	\$ N/A	\$	\$
12	Dumping of Broken Asphalt**	Ton	\$ 7.75	\$	\$

\*Contractor shall include design sheets indicating the composition of their driveway/private mixes with their bid.

\*\*Contractor shall include a copy of any/all agreements, waivers, disclaimers, etc. required to be completed when dumping asphalt grindings and clean concrete with their bid

Romeoville Plant		LOCATION 1
Address:	1375 Joliet Road	
City, State, Zip Code:	Romeoville, IL 60446	
Contact:	Mike Thomas	
Phone Number:	630-739-6633	

		LOCATION 2
Address:		
City, State, Zip Code:	N/A	
Contact:		
Phone Number:		

		LOCATION 3
Address:		
City, State, Zip Code:	N/A	
Contact:		
Phone Number:		

**SECTION 7 - BID FORM SIGNATURE PAGE**

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

X **Signature on File**

\_\_\_\_\_ )

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 9 day of March AD, 20 23

**Signature on File**

NOTARY PUBLIC

\_\_ My Commission Expires: \_\_\_\_\_

SEAL





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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	<i>K-Five Hodgkins LLC</i>	NAME	<i>K-Five Hodgkins LLC</i>
CONTACT	Brian Gormsen	CONTACT	Gina Portschy
ADDRESS	999 Oakmont Plaza Dr #200	ADDRESS	999 Oakmont Plaza Dr #200
CITY ST ZIP	Westmont, IL 60559	CITY ST ZIP	Westmont, IL 60559
TX	630-257-5600	TX	630-257-5600
FX	630-257-6788	FX	630-257-6788
EMAIL	BRIANG@K-FIVE.NET	EMAIL	GINAP@K-FIVE.NET
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

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



## AMENDMENT FOR CONTRACT RENEWAL

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and K-Five Hodgkins LLC, located at 999 Oakmont Plaza Drive, Suite 200, Westmont IL 60559, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-023-DOT which became effective on 4/12/23 and which will expire 3/31/24. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 3/31/25.

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

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

Signature on File \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

Brian Gormsen

PRINTED NAME

Brian Rovik

PRINTED NAME

GM of Manufacturing

PRINTED TITLE

Buyer I

PRINTED TITLE

1/11/2024

DATE

\_\_\_\_\_  
DATE



# Required Vendor Ethics Disclosure Statement

Date: 1/11/2024

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

Bid/Contract/PO #: 23-023-DOT

Company Name: <b>K-Five Hodgkins LLC</b>	Company Contact: <b>Brian Gormsen</b>
Contact Phone: <b>630-257-5600</b>	Contact Email: <b>BRIANG@K-FIVE.NET</b>

### 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
<b>*SEE ATTACHED</b>				

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File  
 Printed Name Brian Gormsen  
 Title GM of Manufacturing  
 Date 1/11/2024

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

<b>Recipient</b>	<b>Donor</b>	<b>Description</b>	<b>Amount/Value</b>	<b>Date Made</b>
Friends of Cindy Cronin Cahill	K-Five Construction	Check	\$ 500.00	6/7/2022
Citizens to Elect Jim Zay	DuPage Materials	Check	\$ 500.00	9/26/2022
Citizens to Elect Jim Zay	K-Five Construction	Check	\$ 500.00	9/26/2022



Public Works Change Order with Resolution

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

File #: PW-CO-0001-24

Agenda Date: 2/20/2024

Agenda #: 9.A.

AMENDMENT TO COUNTY CONTRACT #5312SERV ISSUED  
TO COMMONWEALTH EDISON COMPANY, DUE TO THE CARBON-FREE  
ENERGY RESOURCE ADJUSTMENT TO PAY  
BILLS THROUGH THE END OF THE CONTRACT, FOR PUBLIC WORKS  
(INCREASE CONTRACT IN THE AMOUNT OF \$300,000)

WHEREAS, County Contract #5312SERV issued to Commonwealth Edison Company was approved and adopted by the Public Works Committee on June 8, 2021; and

WHEREAS, the Public Works Committee recommends changes as stated in the Request for Change Order to County Contract #5312SERV issued to Commonwealth Edison Company, due to the Carbon-Free Energy Resource Adjustment to pay bills through the end of the contract, for Public Works, to increase the contract in the amount of \$300,000.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Request for Change Order to County Contract #5312SERV issued to Commonwealth Edison Company, due to the Carbon-Free Energy Resource Adjustment to pay bills through the end of the contract, for Public Works, to increase the contract in the amount of \$300,000, taking the original contract total amount of \$1,168,000, and resulting in an amended contract total amount not to exceed \$1,468,000 an increase of 25.68%.

Enacted and approved this 27<sup>th</sup> day of February 2024, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

PW 2/20  
FI+OB 2/27



**Request for Change Order**  
**Procurement Services Division**  
 Attach copies of all prior Change Orders

Date: Feb 9, 2024  
 MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 5312SERV	<b>Original Purchase Order Date:</b> Jun 8, 2021	<b>Change Order #:</b> 2	<b>Department:</b> Public Works
<b>Vendor Name:</b> Commonwealth Edison Company		<b>Vendor #:</b> 10023	<b>Dept Contact:</b> Drew J. Cormican
<b>Background and/or Reason for Change Order Request:</b>	Due to the Carbon-Free Energy Resource Adj, a contract increase is needed to pay bills through the end of the contract. Increase line 1 2000-2555-53210 by \$287,500.00 and increase line 3 by \$12,500.00. Increase contract total by \$300,000.00.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,168,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,168,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$300,000.00
E	New contract amount (C + D)	\$1,468,000.00
F	Percent of current contract value this Change Order represents (D / C)	25.68%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	25.68%

**DECISION MEMO NOT REQUIRED**

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

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

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

**DECISION MEMO REQUIRED**

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

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

OTHER - explain below:

2000-2555-53210 FY24 \$287,500.00 and 2000-2665-53210 FY24 \$12,500.00

<u>DJE</u>		<u>2/9/24</u>	<u>SC</u>		<u>2/9/24</u>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
			<u>[Signature]</u>		<u>2-13-2024</u>
Buyer		Date	Procurement Officer		Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)		Date



# Decision Memo

## Procurement Services Division

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

Date: Feb 9, 2024

MinuteTraq (IQM2) ID #: 24-0669

Department Requisition #: \_\_\_\_\_

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

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

Approve total contract increase of \$300,000.00 for a new contract total of \$1,468,000.00 with Commonwealth Edison Company. This increase is due to the Carbon-Free Energy Resource Adjustment that went from a credit to a large monthly expense.

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

This increase is required to pay bills from Com Ed for energy distribution through the contract ending on 6/8/24 due to the Carbon-Free Energy Resource Adjustment.

**Strategic Impact**

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

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

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

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

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

- 1) Approve contract increase in the amount of \$300,000.00. Recommended due to the need to operate all Public Works Facilities.
- 2) There is not a realistic second option as our facilities are reliant on Com Ed for electricity distribution.

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

\$287,500.00 will be removed from line 2000-2555-53210 and \$12,500.00 will be removed from line 2000-2665-53210.



## Facilities Management Requisition Over \$30K

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

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**File #:** FM-P-0009-24

**Agenda Date:** 2/20/2024

**Agenda #:** 10.A.

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.  
FOR ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES  
FOR FACILITIES MANAGEMENT  
(NOT TO EXCEED \$99,500)

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

WHEREAS, pursuant to said authority, the COUNTY operates and maintains a campus of governmental buildings including a courthouse, jail, administrative building, and such other facilities as authorized by state law ("Campus Facilities"); and

WHEREAS, the COUNTY requires highly technical professional environmental services which may include, but are not limited to, bid preparation, project development, project management, inspection, sample collection, testing and analysis, asbestos awareness training, environmental site assessments, and UST removal oversight on an as-needed, on-call, basis for various projects at the Campus Facilities; and

WHEREAS, Midwest Environmental Consulting Services, Inc. (the "CONSULTANT") has experience and expertise in this area, is in the business of providing such professional environmental consulting services and is willing to perform the required services, as ordered by the COUNTY, for an amount not to exceed ninety-nine thousand five hundred dollars and no cents (\$99,500.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Counties Code, 55 ILCS 5/5-1022(c), Not Suitable for Competitive Bid, and Section 2-353(1)(b), Other Professional Services, of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Midwest Environmental Consulting Services, Inc. is hereby accepted and approved in an amount not to exceed ninety-nine thousand five hundred dollars (\$99,500.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.



BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Midwest Environmental Consulting Services, Inc., 2551 N. Bridge Street, Yorkville, IL 60560; and to ASA Nicholas Alfonso, Civil Division / DuPage County State's Attorney's Office

Enacted and approved this 27<sup>th</sup> day of February 2024, at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0640	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$99,500.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$99,500.00
	CURRENT TERM TOTAL COST: \$99,500.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Midwest Environmental Consulting Services, Inc.	VENDOR #: 20794	DEPT: Facilities Management	DEPT CONTACT NAME: Tim Harbaugh
VENDOR CONTACT: Barb Ward	VENDOR CONTACT PHONE: 630-553-3989	DEPT CONTACT PHONE #: 630-407-5670	DEPT CONTACT EMAIL: tim.harbaugh@dupagecounty.org
VENDOR CONTACT EMAIL: bward@mec-us.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 purchase order to Midwest Environmental Consulting Services, Inc., for on-call Professional Environmental Consulting Services and asbestos training, for Facilities Management, for the period March 1, 2024 through February 28, 2028, for a total contract amount not to exceed \$99,500. Other Professional Services not suitable for competitive bid per 55 ILCS 5/5-1022(c). Vendor selected pursuant to DuPage County Procurement Ordinance 2-353(1)(b), Other Professional Services. This is a highly technical environmental consulting service and not suitable for competitive bid. (Facilities Management)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished On-Call Professional Environmental Consulting Services are necessary to provide, but are not limited to scope development, project management, inspection, sample collection, testing and analysis, asbestos awareness training, environmental site assessments and UST removal oversight, as needed various County projects.			

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

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Six firms responded to the request for proposal and was narrowed down to the top three firms. Midwest Environmental Consulting Services, Inc., was selected due to the services that they are able to provide, meet or exceed our requirements. The contract has been vetted and approved through a department per-qualified consultant evaluation group.
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. Approval of a contract purchase order to Midwest Environmental, for On-Call Professional Environmental Consulting Services, for Facilities Management, for a total contract not to exceed \$99,500.00. 2. Select another firm to provide the environmental consulting work necessary for this contract. Staff has reviewed the qualifications of several firms in order to select the most qualified firm for this contract. Midwest Environmental Consulting Services, Inc., possesses the resources to perform these environmental consulting services as needed on behalf of the County.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Midwest Environmental Consulting Services, Inc.	Vendor#: 20794	Dept: Facilities Management	Division:
Attn: Barb Ward	Email: bward@mec-us.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 2551 N. Bridge Street	City: Yorkville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60560	State: IL	Zip: 60187
Phone: 630-553-3989	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Midwest Environmental Consulting Services, Inc.	Vendor#: 20794	Dept: Facilities Management	Division:
Attn:	Email:	Attn: Gavin Carroll	Email: gavin.carroll@dupagecounty.gov
Address: 2551 N. Bridge Street	City: Yorkville	Address: Various	City: Wheaton
State: IL	Zip: 60560	State: IL	Zip: 60187
Phone: 630-553-3989	Fax:	Phone: 630-407-2687	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 1, 2024	Contract End Date (PO25): Feb 28, 2028
Contract Administrator (PO25): Cathie Figlewski			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	LO		Training	FY24	1000	1100	53610		4,000.00	4,000.00
2	1	LO		Consulting Services	FY24	1000	1100	53090		16,000.00	16,000.00
3	1	LO		Training	FY25	1000	1100	53610		12,000.00	12,000.00
4	1	LO		Consulting Services	FY25	1000	1100	53090		16,000.00	16,000.00
5	1	LO		Training	FY26	1000	1100	53610		8,000.00	8,000.00
6	1	LO		Consulting Services	FY26	1000	1100	53090		16,000.00	16,000.00
7	1	LO		Training	FY27	1000	1100	53610		8,000.00	8,000.00
8	1	LO		Consulting Services	FY27	1000	1100	53090		16,000.00	16,000.00
9	1	LO		Consulting Services	FY28	1000	1100	53090		3,500.00	3,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 99,500.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Environmental consulting services and training
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, & Clara Gomez
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. PW: 2/20/24 CB: 2/27/24
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.**  
**FOR ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES**  
**FOR FACILITIES MANAGEMENT**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 1st day of March, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Midwest Environmental Consulting Services, Inc., licensed to do business in the State of Illinois, with offices at 2551 N. Bridge Street, Yorkville, IL 60560; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

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

WHEREAS, the COUNTY requires professional environmental services which may include, but are not limited to, bid preparation, project development, project management, inspection, sample collection, testing and analysis, asbestos awareness training, environmental site assessments, UST removal oversight on as as-needed, on-call basis for various projects at the Campus Facilities (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional environmental consulting services and is willing to perform the required services for an amount **not to exceed** ninety-nine thousand five hundred dollars and no cents \$99,500; and

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

**1.0 INCORPORATION AND CONSTRUCTION**

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

**2.0 SCOPE OF SERVICES**

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

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

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

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

### 3.0 NOTICE TO PROCEED

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

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

3.1 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and

21.2, as well as any requirements contained in Exhibits B and C attached hereto.

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

#### **4.0 TECHNICAL SUBCONSULTANTS**

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

#### **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed



before the date of the Notice to Proceed, unless identified in Exhibit A.

5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by February 28, 2028, unless the term of this AGREEMENT is extended in conformity with Article 14 below.

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

## 6.0 DELIVERABLES

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

## 7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$99,500.00. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no

additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—~~invoiced~~ for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

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

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

## 8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

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

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

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

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

## **9.0 INDEMNIFICATION**

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

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

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

#### **10.0 SATISFACTORY PERFORMANCE**

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

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

## **11.0 BREACH OF CONTRACT**

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

## **12.0 OWNERSHIP OF DOCUMENTS**

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

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

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



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

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

### **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES**

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

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

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

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

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

performance of the CONSULTANT'S services under this AGREEMENT.

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

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

#### **14.0 MODIFICATION OR AMENDMENT**

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

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

#### **15.0 TERM OF THIS AGREEMENT**

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on February 28, 2028, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before February 28, 2028.

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

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

## **16.0 TERMINATION**

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

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

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

#### **17.0 ENTIRE AGREEMENT**

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

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

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

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

#### **18.0 ASSIGNMENT**

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

#### **19.0 SEVERABILITY**

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

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

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

## **20.0 GOVERNING LAW**

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

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

## **21.0 NOTICES**

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

Midwest Environmental Consulting Service, Inc.  
2551 N. Bridge Street  
Yorkville, IL 60560  
ATTN: Blake Mellecker, President  
Phone: 630.553.3989

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

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

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

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

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

## **23.0 FORCE MAJEURE**

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

## **24.0 ACCESS TO PROPERTY**

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

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

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

**For Phase I & II**

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

**For Phase III**

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

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

## **26.0 QUALIFICATIONS**

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

26.2 Reserved

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

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

(Remainder of page left intentionally blank)



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

**COUNTY OF DUPAGE**

**MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.**

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Blake Mellecker  
President

ATTEST BY:

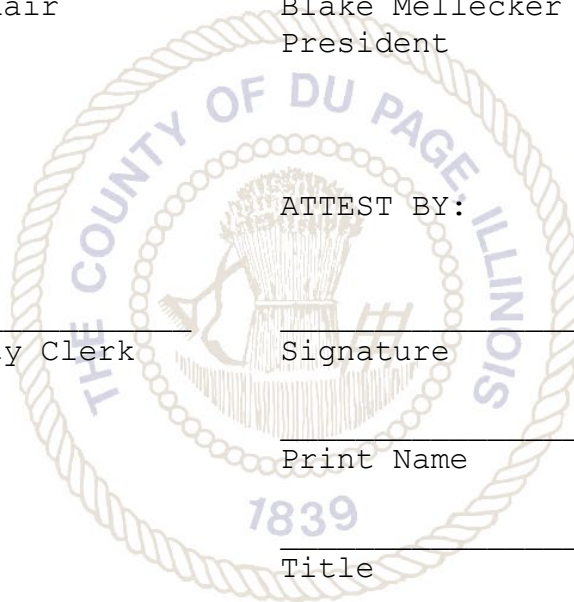
ATTEST BY:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## EXHIBIT A

### SCOPE OF WORK

**The following work will be completed by MEC by task.**

Each task assigned to MEC will be on time and material basis and administered through individual work order prepared by MEC and approved in writing by DuPage County.

#### **NESHAP Asbestos Survey:**

Our inspections have been developed with the client in mind. Based on what the client is looking for, Midwest Environmental Consulting Services, Inc. (MEC) can offer either comprehensive or limited studies. With each service you will get an IDPH-licensed inspector doing the sampling and compiling the report. *Computer aided drawings* (AutoCAD) are usually used in laying out inspection areas in order to better identify areas that have been studied. Quantities are identified and documented. Drawings can be saved on disk in order for the client to have better access to asbestos records.

#### **Asbestos Bulk Sampling**

MEC can usually estimate the number of samples needed to be collected in order to assure identification of asbestos containing building materials (ACBM's). Per regulations, all thermal system insulation, spray on materials and floor covering must be assumed positive for asbestos until proven otherwise. All samples collected will be sent to an independent third-party laboratory and analyzed by a licensed analyst. At the end of any kind of survey work, MEC will develop a written final report that identifies the areas that have been surveyed with quantities of materials and sample results documented.

#### **Project Design:**

After meeting with the client representative and discussing the scope of work and any alternatives, MEC will visit the project site to do any additional investigations in determining quantities of materials to be dealt with and to work out any special requirements of the job. In addition to scope development, MEC realizes that some of our clients have operations which operate 24 hours a day; we will work to design the projects to be as accommodating as possible. AutoCAD drawings are always a part of Project Designs. They will identify key areas of concern along with all project specifics, i.e. dates, timelines, hours, liquidating damages, and if any, manpower. The Project Design is developed in order to help eliminate the possibilities of extras and to ensure that all qualified contractors are bidding on the same scope of work. Project designs are reviewed by an IDPH-licensed Project Designer.

#### **Project Management & Air Quality Testing:**

Our goal is to get the project done as quickly as possible by maximizing the contractor's manpower on site. Our job starts with an on-site pre-construction meeting with the job superintendent and our project manager. It's our job to be aware of potential conflicts and work to solve them as soon as they are identified. This is done by keeping project logs and meeting with the contractor daily to discuss the job specifics. Our project manager will approve all barriers and observe all project activities during the course of the abatement. In addition to the project management, our project manager will conduct air monitoring using the NIOSH 7400 method throughout the course of abatement and conduct final air clearance. All air sample analysis will be done on-site by our project manager/air sampling professional. At the end of the project, MEC will prepare a final report consisting of all project observations; air sample results consisting of background, progress and clearance samples, contractor insurance certificate, waste manifest and worker submittals.

#### **2-hour Asbestos Awareness Training:**

OSHA regulations require individual maintenance workers who come into contact with asbestos through their daily work activities to have asbestos awareness training. Additionally, any new employees that meet the above requirement are also supposed to receive asbestos awareness training within thirty days of employment. Items that need to be addressed are as follows:

- Background on asbestos
- Hazards of asbestos
- How to protect one's self if exposed to asbestos
- Locations of asbestos within the buildings
- How to respond to asbestos issues
- Who is allowed to remove asbestos from buildings

### **16-hour O & M Training**

Proper employee training is one of the keys to a successful operations and maintenance (O&M) program. If building owners do not emphasize the importance of well-trained custodial and maintenance personnel, asbestos O&M tasks may not be performed properly. This could result in higher levels of asbestos fibers in the building air and an increased risk to building workers and occupants. O&M training is for employees involved in general maintenance and asbestos-containing material (ACM) repair tasks. MEC can provide this training. Items that need to be addressed are as follows:

- Background information on asbestos
- Health effects of asbestos
- Worker protection programs
- Potential Locations of ACM and Presumed Asbestos-Containing Material (PACM)
- Recognition of ACM and PACM damage and deterioration
- The O&M program for specific buildings
- Proper response to fiber release episodes
- Federal, state, and local asbestos regulations
- Proper asbestos-related work practices
- Descriptions of the proper methods of handling ACM, including waste handling and disposal
- Respirator use, care, and fit-testing
- Protective clothing- donning, use, and handling
- Hands-on exercises for techniques such as glove bag work and HEPA vacuum use and maintenance
- Appropriate and proper worker decontamination procedures.

### **Non-Viable Mold Sampling**

Midwest Environmental Consulting Services, Inc. will collect mold samples in the area of concern. The intent of the study will be to identify potential mold issues in the area of concern. Samples will be collected in order to validate potential areas of concern. Should our findings determine a definite area of concern, further testing may be recommended.

- Non-viable mold air samples will be collected in the area of concern and outside the building. Samples will be analyzed with standard laboratory turnaround.
- Outdoor air samples for are for comparison.
- Non-viable tape lift samples can be collected where visible mold is observed.
- Non-viable mold samples will be analyzed by an independent third party accredited laboratory.
- All work shall be completed by an Industrial Hygienist.
- A written final report will be generated documenting our findings along with recommendations for remediation, if requested.

Air sampling will be conducted to support our observations and recommendations. The findings of the survey will be summarized in a formal report, if requested. If a problem is uncovered during the evaluation, the problem will be discussed in detail in the report and recommendations will be made.

### **IAQ Measuring and Recording Device (Q-Trak)**

Midwest Environmental Consulting Services, Inc. will conduct an IAQ assessment in the area of concern. General IAQ can be assessed using a Q-Trak (or similar device). 80 % of IAQ complaints are related to temperature, percent relative humidity, carbon dioxide or monoxide levels which are inconsistent with recognized standards. Should our findings determine a definite area of concern, further testing may be recommended. Included in our proposal is the following:

- Indoor air quality measuring and recording devices will be installed and record carbon dioxide (CO<sub>2</sub>), carbon monoxide (CO), temperature, & humidity in the area designated by the client, for 1 week.
- All work shall be completed by an Industrial Hygienist.
- A written final report will be generated documenting our findings along with recommendations for remediation, if required.

### **Summa Vacuum Canister Air Sampling**

Midwest Environmental Consulting Services, Inc. will conduct summa vacuum canister sampling to provide short term air sampling in the area of concern. The intent of the canister sampling will be to identify the presence of VOCs in the sampled air in the areas of concern.

Once the analysis has been completed, the results obtained will be provided and comparisons will be made with American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE), OSHA, and ACGIH standards as they relate to permissible and /or recommended levels.

An effort will be made to characterize the results in terms of likely sources for the contaminants detected. Should our findings determine a definite area of concern or chemical of concern, further investigation and testing may be recommended.

Included in our proposal are the following:

- Summa vacuum canisters will be deployed in the areas of concern, as directed by the Client. Canisters will be analyzed with standard laboratory turnaround.
- Canisters will be analyzed for TO-15 and/or Total VOCs.
- All work shall be conducted by an Industrial Hygienist.
- Based on laboratory analysis, a written report will be generated documenting our findings along with brief recommendations for follow-up activities, if required.

### **Mold Scope Development**

- MEC will meet with the client representative and any other parties who will be involved in determining the scope of work and any alternatives.
- Quantify the materials to be remediated. Client shall provide Certified As-Built project specific drawings, if available.
- Develop project phasing and timelines.
- Develop AutoCAD drawings showing locations and quantities of materials being removed.
- Containment preparation will be laid out and documented on AutoCAD drawings.
- Supply cost estimates to the owner's representative based on base bid and any other alternatives.
- The work plan will be reviewed by an Industrial Hygienist.
- Be present at the formal bid walk-through to show the scope of work and answer questions.
- Issue any addenda that needs to be issued prior to the bids being opened.
- Be present at the bid opening.
- Review all bids and recommend the most qualified bidder based on the scope of work and specification requirements.

### **Mold Project Management**

- Barriers will be checked prior to the start of remediation.
- The contractor will clean, disinfect and remove water damaged building materials (as applicable) in the area.
- MEC will collect post remediation mold air samples.
- If post remediation mold air samples are unacceptable, the contractor will be required to re-clean the area and post remediation mold samples will be collected again.
- Successful post-remediation air samples will be demonstrated by the absence of Aspergillus/Penicillium, Chaetomium, Fusarium, or Stachybotrys.
- Daily activities will be logged by Industrial Hygiene Technician.
- Final report and associated documentation will be reviewed by an Industrial Hygienist.

At the end of the project, MEC will provide a final report documenting completion of work and the logs of daily activity completed by MEC's Industrial Hygiene Technician.

### **Non- HUD Lead Survey**

- All work will be completed by a licensed Lead Inspector/Risk Assessor.
- Samples will be analyzed by XRF Scanner.
- Technical time is included in the cost of this service.
- Certifications of the inspector will be included in our final report.
- Final report will be generated documenting our findings.
- Select number and randomly specify areas to be inspected, testing for lead content of coated (paint, varnish, or shellacked) surfaces within each selected area or all "testing combinations."
- Information gathered in the field will then be documented in a written report. This report will include a summary, all data collected in the field, detailed XRF data of all testing combinations sampled, and identification of all lead-based paint (LBP).

### **Pre-Demolition Hazardous Materials Assessment**

- Mercury investigation i.e., batteries, lighting, switches
- PCB i.e., transformers, ballast capacitors
- Chlorofluorocarbons (CFC) i.e., water fountains, air conditioners, refrigerators
- Other issues i.e. solid waste, hydraulic oil
- Miscellaneous items that may be identified during the walkthrough
- A report will be generated documenting our findings

### **Phase I Environmental Site Assessment (ESA)**

The scope of this proposal consists of an assessment of the use, handling, storage, release, or on-site disposal of hazardous substances, as well as the potential for migration of hazardous substances onto the site from reported chemical releases, if any, in the vicinity of the site. The ESA will be conducted in accordance with ASTM Standard E 1527-13, and will cover the following tasks:

- Task 1: Review of background information on setting and historical use of the site
- Task 2: Review of regulatory records concerning the site and surrounding area
- Task 3: Site reconnaissance
- Task 4: Data evaluation and report preparation

### **Task One - Review of background information on setting and historical use of the site**

Relevant background information about the site's physical setting will be obtained, as available, from the following sources:

- USGS 7.5 Minute Topographic Map
- County Soil Survey
- Illinois State Geological Survey

MEC will review relevant background information to ascertain the site's historical use. Sources of this information include:

- Local building and planning departments(s)
- Local fire department
- Property owners/operators
- Aerial photographs
- Sanborn fire insurance maps

Topics addressed in this background review will include local surface topography, site drainage, general soil and geologic characteristics of the area, characteristics of local groundwater and nearby surface-water sources, water and wastewater utilities at the site, and land use.

Information about past and present site usage and activities at neighboring properties will be obtained from the above sources and reviewed to identify evidence of past or current activities that may have resulted in the release of hazardous materials.

### **Task Two - Review of regulatory records concerning the site and surrounding area**

Environmental Data Resources, Inc. (EDR), a qualified regulatory database search subcontractor, will conduct a review of readily available pertinent regulatory records concerning potential sources of hazardous materials at and in the vicinity of the site. The EDR search will include information regarding RCRA, TSCA, CERCLIS, UST, LUST, AST, ERNS, RCRIS, SWLF, SCL, SPL, and NPL sites. MEC will also review the applicable regulatory databases, as appropriate.

MEC will submit Freedom of Information Act (FOIA) requests to regulatory or governmental agencies, as appropriate. This information is not always available on a timely basis; MEC will endeavor to obtain this information in as timely a manner as possible. Standard turnaround time for Phase I Environmental Site Assessments is typically 3-4 weeks.

### **Task Three – Site reconnaissance**

A reconnaissance-level site visit will be conducted to observe general conditions; use, storage, handling, and disposal of potentially hazardous substances; and evidence indicating possible release(s) of hazardous substance to the environment. The site will be visually examined for the potential presence of storage tanks, pipes, drums, septic systems, sumps, ponds, dry wells, water wells, and other types of structures or conduits that may indicate a potential for the release of hazardous substances to the subsurface. The site will also be evaluated for visible indications of dumping, landfilling, staining of soils and paved surfaces, stressed vegetation, and other evidence suggesting the possible presence of hazardous substances.

MEC will note the presence of readily identifiable transformers observed at the site during the inspection and will observe labeling information on the transformers. MEC also will note whether the transformers are on an impervious base and will note evidence of any visible leakage.

### **Task Four - Data evaluation and report preparation**

A Phase I ESA report will be prepared for the site containing the following:

- A summary of relevant information obtained
- A description of the methods and sources used to obtain site information
- An interpretation of the information with respect to potential environmental concerns
- A professional opinion concerning the likelihood of potential soil, groundwater, or surface- water degradation caused by the presence of hazardous substances, and the need, if any, for sampling and analysis to document site conditions.

### **Assumptions**

The ESA will be based solely on reasonable available records, visual observations, and personal interviews. No chain of title search is included in this scope of work but can be provided at an additional cost. The scope of work does not include the collection or analysis of any samples of suspected asbestos in building materials or lead in drinking water; an assessment of naturally occurring chemical/environmental hazards such as methane, asbestos, radon, radionuclides; polychlorinated biphenyls or electromagnetic fields; earthquake or flood damage potential or the presence of endangered species or wildlife habitat; or an audit to assess the compliance status of the site or businesses operating at the site.

### **UST Environmental Consulting and Oversight Services**

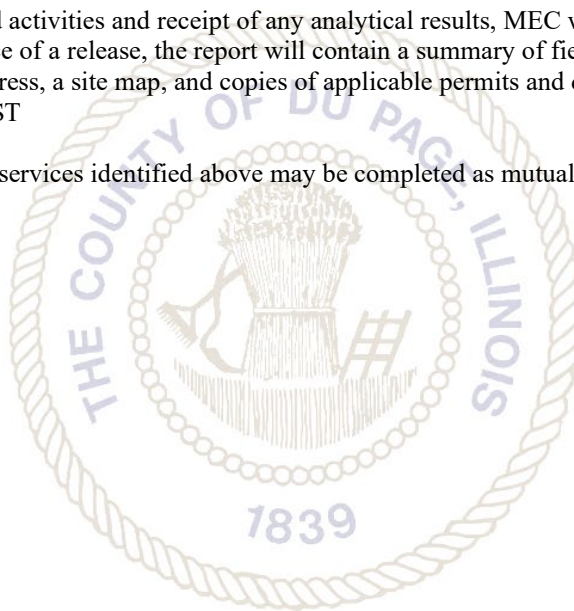
- MEC will provide basic project oversight during the UST removal work that will include monitoring the removal activities, collecting and screening soil samples in the field using a Photoionization detector (PID), and interacting with the onsite OSFM inspector. For purposes of this proposal, MEC has assumed that two days of field oversight will be required for the removal work.

- Standard industry practices recommend that an assessment of the soil be performed at all tank removals. MEC will collect and submit soil samples from the former tank excavations to an independent laboratory for the analysis of the proper indicator compounds pursuant to 35 IAC 734.405. In accordance with applicable regulations, the targeted contaminants for fuel oil USTs are benzene, toluene, ethylbenzene, and total xylenes (BTEX) and polynuclear aromatic hydrocarbons (PNAs).
- In accordance with 35 IAC 734.210(h), one soil sample will be collected from beneath each UST, one soil sample will be collected from each 20 feet of excavation sidewall (with a minimum of one from each sidewall). Based on the tank size, MEC estimates that it will be necessary to collect up to sixteen (16) excavation samples for laboratory analysis.
- Soil samples will be packed into properly labeled laboratory provided glass containers, preserved as necessary, stored in a cooler on ice, and then submitted to an independent laboratory under the appropriate chain of custody procedures to be analyzed for BTEX and PNAs. All laboratory analysis will be conducted in accordance with U.S. EPA SW- 846 Test Methods. Standard laboratory turnaround time for analysis is 7-10 business days.
- Please note that if during the UST removal activities, there is obvious evidence of a release, the OSFM onsite inspector will require that a Leaking UST (LUST) incident be reported to the proper state agency (the Illinois Emergency Management Agency, or IEMA).

### **Project Reporting and Documentation Services**

Upon completion of the field activities and receipt of any analytical results, MEC will prepare a report of the results. If there is no evidence of a release, the report will contain a summary of field activities, results of testing, photographs of work in progress, a site map, and copies of applicable permits and disposal manifests to document the proper removal of the UST

Additional work outside the services identified above may be completed as mutually agreed to in writing by MEC and DuPage County

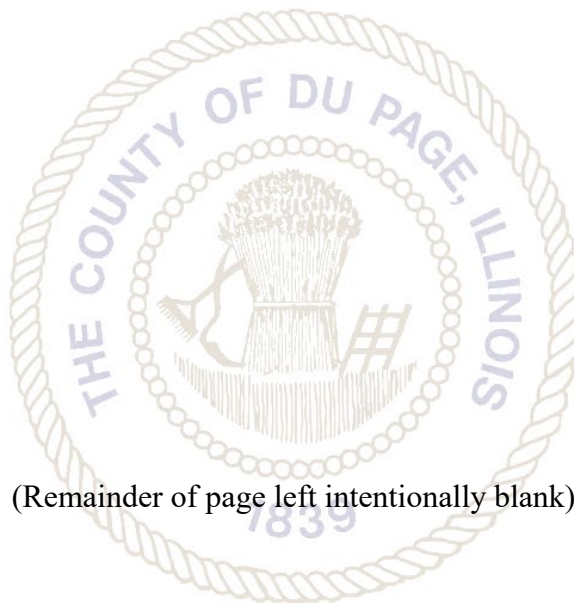


## EXHIBIT B

### DELIVERABLES

This contract is an on-call contract with deliverables to be specified by COUNTY staff. These deliverables may include; but are not limited to:

- Site investigation and inspection
- Collection of materials and samples for testing and analyzation
- Provide project observation and recommendation
- Provide data evaluation and written report
- Meet OSHA requirements for asbestos awareness training
- Develop bid specifications, supply cost estimates, and review bids to determine most qualified bidder
- Provide project oversight services
- Other tasks as mutually agreed upon



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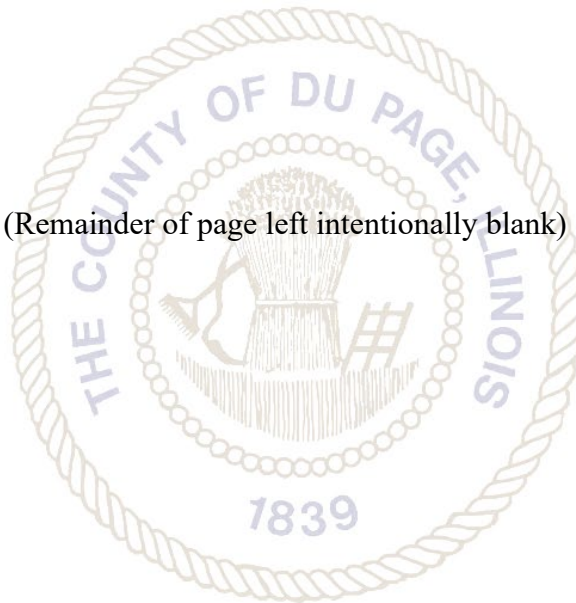
**EXHIBIT C**

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

**CONSULTANT: MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.**

**PROJECT: On-call environmental consulting**

(Remainder of page left intentionally blank)



# Midwest Environmental Consulting Services

## 2024 DuPage County Rate Sheet (updated 2.6.2024)

Principal Level Professional	\$ 185.00 per hour
Certified Industrial Hygienist	\$ 220.00 per hour
Certified Safety Professional	\$ 132.00 per hour
IDPH Licensed Project Designer	\$ 132.00 per hour
Project Designs and Bidding (project specific)	\$1,500.00 – 5,000.00
Professional Engineer, P.E.	\$ 132.00 per hour
Hygiene Technician	\$ 125.00 per hour
IDPH Licensed Asbestos/Lead Inspector	\$ 125.00 per hour
IDPH Licensed Management Planner	\$ 125.00 per hour
IDPH Licensed Senior Project Manager	\$ 125.00 per hour
IDPH Project Manager/ Air Sampling Professional	\$ 125.00 per hour
Secretarial- Clerk	\$ 58.00 per hour
CAD Technician	\$ 66.00 per hour

### **Samples**

Daily PCM Air Samples (ALL PM PROJECTS)	\$ 16.50 per sample
PCM Air Samples (24-hour turnaround)	\$ 75.00 per sample
PCM Air Samples (6-hour turnaround)	\$ 58.00 per sample
PLM Bulk Samples (5-day turnaround)	\$ 42.00 per sample
PLM Bulk Samples (24-hour turnaround)	\$ 84.00 per sample
TEM Bulk Samples (5- day turnaround)	\$ 90.00 per sample
TEM Bulk Samples (24-hour turnaround)	\$ 191.00 per sample
TEM Air Samples (6-hour turnaround)	\$ 191.00 per sample
TEM Air Clearances (6-hour turnaround)	\$1,600.00 per set
Mold Samples (5-day turnaround)	\$ 115.00 per sample
Mold Samples (24-hour turnaround)	\$ 231.00 per sample
XRF	\$ 405.00 per day
Lead Air Samples (5-day turnaround):	\$ 40.00 per sample
Lead Air Samples (24-hour turnaround):	\$ 80.00 per sample
Lead Air Samples (3-hour turnaround):	\$ 153.00 per sample
Lead Wipe Samples (5-day turnaround):	\$ 40.00 per sample
Lead Wipe Samples (24-hour turnaround):	\$ 80.00 per sample
Lead Wipe Samples (3-hour turnaround):	\$ 153.00 per sample
Silica Sampling w/ Respirable Dust (standard turnaround):	\$ 290.00 per sample
Silica PPI Sampler:	\$ 63.00 per sample
Q-Trak	\$ 505.00 per week
Moisture Meter	\$ 175.00 per day
Thermal Camera	\$ 175.00 per day
Balometer	\$ 175.00 per day

### **Expenses (if required)**

Express Delivery	\$ cost plus 15%
Miscellaneous Expenses	\$ cost plus 10%
Final Project Management Report	\$ 367.00

#### **Corporate Headquarters**

2551 N. Bridge Street  
Yorkville, Illinois 60560  
P: 630-553-3989

#### **Chicago Office**

954 W. Washington Blvd.  
Suite 425  
Chicago, Illinois 60607  
P: 312-535-3228

#### **Peoria Office**

3100 N. Knoxville Ave.  
Suite 204  
Peoria, Illinois 61603  
P: 309-621-4680



### **Escalator**

The pricing contained in the agreement between DuPage County and Midwest Environmental Consulting Services, Inc. for hourly based services and sampling shall remain fixed during the first year of the contract term. The rates will be adjusted each year by 4% for the remaining 3 years of the contract term.

### **Litigation Support**

Expert testimony in depositions, hearings, mediation and trials will be charged 200% of above rates.

### **Travel Time**

Travel time will be charged at regular hourly rates, for actual time involved.

### **Outside Services**

Cost + 10%

Rental of Equipment not ordinarily furnished by MEC, and all other costs, such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.

### **Collections**

Should it become necessary for MEC to take legal action to be paid for its services or enforce these terms and conditions, all collection and reasonable legal costs associated with such action will be reimbursed by the client.

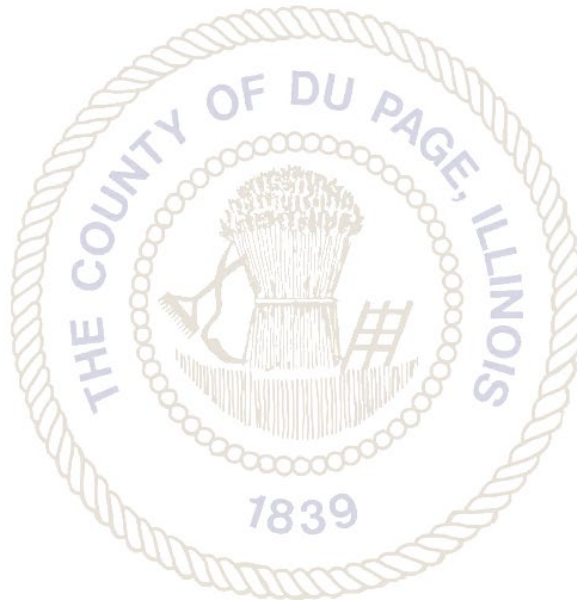
### **Terms**

Billings are payable upon presentation and are past due 50 days from invoice dates. A finance charge of 1.5% per month, or the maximum amount allowed by law, will be charged on past-due accounts. Midwest Environmental Consulting Services, Inc. makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice. A minimum fee of \$280.00 per service order will be billed for project management. Any work required above a regular eight-hour workday will be billed at time and one half with a minimum charge of four hours. Work completed on Saturday will be billed at time and one half. Work on Sunday or holidays will be billed at double time. Court related activities i.e., depositions and testimony will be billed as a full eight-hour day. Preparation time will be billed by the hour, plus expenses.

***Midwest reserves the right to adjust these prices at any time. The Client will be notified of price changes prior to starting new work.***

### Exhibit C Notes

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





# Required Vendor Ethics Disclosure Statement

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

Date: Feb 5, 2024

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Midwest Environmental Consulting Services, Inc.	Company Contact: Blake Mellecker, President
Contact Phone: 630-553-3989	Contact Email: bmellecker@mec-us.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 Blake Mellecker  
 Title President  
 Date Feb 5, 2024

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



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**File #:** PW-O-0001-24

**Agenda Date:** 2/20/2024

**Agenda #:** 11.A.

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SUBSTANTIVE AND TECHNICAL AMENDMENTS TO  
CHAPTER 36 OF THE DUPAGE COUNTY CODE  
WATER/WASTEWATER ORDINANCE

WHEREAS, the Illinois General Assembly has authorized the COUNTY OF DUPAGE (“COUNTY”) to operate a system of waterworks and sanitary sewers, and to adopt by ordinance regulations for the use and operation thereof, pursuant to 55 ILCS 5/5-15001, *et seq.*; and

WHEREAS, in accordance with the above cited statutory authority, the DuPage County Board adopted the Water/Wastewater Use Ordinance as Chapter 36 of the DuPage County Code on February 25, 1988; and

WHEREAS, from time to time it is necessary to amend this Ordinance to provide for the current operational needs of the County’s waterworks and sanitary sewer systems, to protect the fiscal integrity of the system, and to clearly define the procedure for disputes and/or appeals; and

WHEREAS, County staff prepared proposed amendments to the Ordinance to revise the termination of service appeal procedure; and

WHEREAS, County staff prepared the proposed amendment to the Ordinance to revise the amount of days that an appellant may appeal the decision of the Public Works Committee regarding their appeal; and

WHEREAS, the proposed amendments to the Water/Wastewater Use Ordinance are reflected in Exhibit A, attached hereto; and

WHEREAS, copies of the proposed amendments are available for review upon request at the DuPage County Public Works Department to any interested party; and

WHEREAS, the proposed amendments to the Water/Wastewater Use Ordinance include the following amendments:

- Revision to Section 36-473, Termination of Service; and
- Revision to Section 36-660, Right to Appeal and Variance

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and approved the amendments to Chapter 36 of the County Code.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board, pursuant to the authority granted to the County by the Illinois General Assembly at 55 ILCS 5/5-15001, *et seq.*, that the amendments to Chapter 36 of the County Code reflected in Exhibit A hereto, are hereby adopted; and

BE IT FURTHER ORDAINED that the amendments to Chapter 36 of the County Code reflected in Exhibit A hereto, shall be effective March 15<sup>th</sup>, 2024; and

BE IT FURTHER ORDAINED that the DuPage County Public Works Department shall promptly post the as amended Ordinance on the County's website; and

BE IT FURTHER ORDAINED that the County Clerk shall transmit certified copies of this Ordinance to Nicholas Alfonso/State's Attorney's Office; one (1) copy to the Public Works Department.

Enacted and approved this 27<sup>th</sup> day of February 2024, at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE  
COUNTY**

Billing  
630-985-2905

Permitting &  
Inspections  
630-407-6801

Water & Sewer  
Maintenance  
630-964-7503

Woodridge Office  
& Wastewater  
630-985-7400

## PUBLIC WORKS DEPARTMENT

630-407-6800  
Fax: 630-407-6701  
publicworks@dupagecounty.gov

[www.dupagecounty.gov/publicworks](http://www.dupagecounty.gov/publicworks)

### MEMORANDUM

DATE: February 20, 2024

TO: Paula Deacon-Garcia, Chair  
Public Works Committee Members

FROM: Nicholas W. Kottmeyer, P.E. – Chief Administrative Officer *NWK*  
Director of Public Works and Operations

RE: Substantive and Technical Amendments – Chapter 36 of the DuPage  
County Code Water/Wastewater Ordinance

Action Requested: Acceptance of the attached Substantive and Technical Changes to DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance.

Staff has completed a review of the Public Works Sewer and Water Ordinance with respect to required updates. It has been determined that changes and updates need to be considered for incorporation into the ordinance. These changes relate to the termination of service and the right to appeal and variance. If approved, these would go into effect on March 15<sup>th</sup>, 2024.

A summary of these changes are as follows:

- Revision to Termination of Service
- Revision to Right to Appeal and Variance

Staff Recommendation: Approval of the attached Substantive and Technical Changes to the DuPage County Water Supply, Distribution and Wastewater Treatment Ordinance which would go into effect on March 15<sup>th</sup>, 2024.



charges of the outstanding balance of any bill not paid by the twenty-first (21<sup>st</sup>) day after it has been rendered, unless otherwise regulated by STATE statute.

**Sec. 36-472. RETURNED CHECK AND CREDIT CARD CHARGE BACK FEE**

Any user, whose check or credit card payment is returned from a financial institution for any reason, will be charged a handling fee as indicated in **FIGURE D**, which will be added to the user's account. In addition, penalty charges, as required, will also be added to the account.

**Sec. 36-473. TERMINATION OF SERVICE**

- A. If the charges for use of COUNTY water supply and distribution or wastewater treatment services are not paid within forty-five (45) days after the date of the bill for such services, either wastewater treatment service, or water service, or both such services, may be discontinued. The Superintendent shall give written notice of his intention to terminate service within ten (10) working days by: a) depositing said notice in the U.S. mail, sending first class mail, postage prepaid, b) in a sealed envelope, by hand delivering said notice to the owner of any connected premises, the occupant thereof, or users of water or wastewater treatment services, or c) by posting such notice in a prominent place on the premises.
- B. Such notice shall contain information defining the termination appeal procedure- in accordance with Section 36-660 of this Ordinance. Such notice shall contain the date and time for hearing before the Public Works Committee of the DuPage County Board. The person so appealing may appear in person, by counsel or in writing at such hearing.
- ~~C. The Public Works Committee shall hear and decide the appeal on the date set by the notice of termination and shall render its decision in writing. The decision shall also appear in the minutes of the Public Works Committee.~~
- DC. If an account holder receives notice that service will be terminated for non-payment, all past due amounts must be paid within ten (10) working days of the date on which the notice is either deposited in the U.S. mail or posted on the connected premises in order to suspend the termination action. All past due amounts must be paid to the COUNTY in cash, credit card, money order, cashier's check or certified check.
- ED. An account holder shall pay for re-establishment of the sewer/water service as listed in Figure D, online or in person between the hours of 8:00 am and 2:00 pm, Monday through Friday, except on holidays to have service restored the same day. All re-establishment charges must be paid at the Department of Public Works Office during regular working hours, regardless of the time reconnection shall occur. Fees must be paid before re-establishment of the sewer/water service will be scheduled.

If a physical disconnection of a service line has been conducted, a reconnection charge as listed in **FIGURE D**, shall be due to the County of DuPage, prior to reconnection of

3. Upon receipt of such Notice of Appeal or Variance, the Superintendent shall set a date for a hearing. Such hearing shall take place no fewer than thirty (30) days nor more than sixty (60) days from the date that the Superintendent receives such Notice of Appeal unless the Superintendent and party requesting the hearing agree to a different schedule. The Superintendent shall notify the person making the appeal of the date of such hearing.
  4. At the hearing the person making the appeal, or requesting the variance, may appear in person or represented by counsel, or submit his case in writing. The decision concerning the appeal, or variance request, shall be in writing, shall be communicated to the person making the appeal, and shall state a finding of fact upon which the decision is based.
- C. The Public Works Committee shall have the authority to grant variances from the strict application of any provision(s) of this Ordinance and/or, to reverse, modify or affirm any decision, ruling or determination by the Superintendent made pursuant to this Ordinance upon an appeal. The Public Works Committee shall not act in a manner that would violate or in any way conflict with any Federal or State standard or requirement. The Committee, or County Board, may adopt such additional rules and procedures, as it deems appropriate for performing such matters.
- D. The decision of the Public Works Committee may be appealed to the County Board in accord with the County Board Rules, within 14 days of the Committee's decision.

**Sec. 36-661 through 36-699. RESERVED**



# Informational

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0696

**Agenda Date:** 2/20/2024

**Agenda #:** 12.A.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0664	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$76,605.06
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$76,605.06
	CURRENT TERM TOTAL COST: \$76,605.06	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Willowbrook Ford, Inc.	VENDOR #: 12030	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Joseph Bellavia	VENDOR CONTACT PHONE: 630-986-5000	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: jbellavia@wbfordkia.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Each year as part of the budget process, The Public Works Department will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Public Works Department to move forward with FY2023 through FY2026 vehicle replacement recommendations as soon as contract orders open. FY2022 replacement vehicles were previously requisitioned and ordered and then cancelled. DOT is purchasing comparable priced vehicles off dealers lot. Current PO's will be decreased/closed if applicable.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER THAN LOWEST RESPONSIBLE BID	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The Public Works Department chose Willowbrook Ford, Inc. in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-0306C-22. Available cooperatives are no longer accepting new vehicle orders. Willowbrook Ford, Inc. had the vehicle available and competitively priced.
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. Award a contract to Willowbrook Ford, Inc. This is the recommended option as Willowbrook Ford, Inc. has provided pricing competitive to closed cooperatives and other area dealers.

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Willowbrook Ford, Inc.	Vendor#: 12030	Dept: Public Works	Division: Public Works
Attn: Joseph Bellavia	Email: jbellavia@wbfordkia.com	Attn: PW Accounts Payable	Email: pwaccountspayable@dupagecount y.gov
Address: 7301 Kingery Hwy	City: Willowbrook	Address: 7900 S. Rt 53	City: Woodridge
State: IL	Zip: 60527	State: IL	Zip: 60517
Phone: 630-986-5000	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as Above	Vendor#: Same as Above	Dept: Same as Above	Division: Same as Above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 12, 2024	Contract End Date (PO25): Aug 12, 2024
Contract Administrator (PO25): Drew Cormican			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Ford F-150	FY24	2000	2665	54120		43,933.03	43,933.03
2	1	EA		Ford Bronco Sport	FY24	2000	2665	54120		32,672.03	32,672.03
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 76,605.06

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

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



# Informational

421 N. COUNTY FARM  
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WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 24-0697

**Agenda Date:** 2/20/2024

**Agenda #:** 12.B.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-0665	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$63,575.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 02/20/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$63,575.00
	CURRENT TERM TOTAL COST: \$63,575.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Currie Motors Fleet	VENDOR #:	DEPT: Public Works	DEPT CONTACT NAME: Sean Reese
VENDOR CONTACT: Tom Sullivan	VENDOR CONTACT PHONE: 815-464-9200	DEPT CONTACT PHONE #: 630-985-7400	DEPT CONTACT EMAIL: sean.reese@dupagecounty.gov
VENDOR CONTACT EMAIL: tsullivan@curriemotors.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Each year as part of the budget process, The Public Works Department will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Public Works Department to move forward with FY2023 through FY2026 vehicle replacement recommendations as soon as contract orders open. FY2022 replacement vehicles were previously requisitioned and ordered and then cancelled. DOT is purchasing comparable priced vehicles off dealers lot. Current PO's will be decreased/closed if applicable.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER THAN LOWEST RESPONSIBLE BID	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The Public Works Department chose Currie Motors Fleet in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-Q306C-22. Available cooperatives are no longer accepting new vehicle orders. Currie Motors Fleet had the vehicle available and competitively priced.
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. Award a contract to Currie Motors Fleet. This is the recommended option as Currie Motors Fleet has provided pricing competitive to closed cooperatives and other area dealers.



### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Currie Motors Fleet	Vendor#:	Dept: Public Works	Division: Public Works
Attn: Tom Sullivan	Email: tsullivan@curriemotors.com	Attn: PW Accounts Payable	Email: pwaccountspayable@dupagecount y.gov
Address: 10125 W. Laraway	City: Frankfort	Address: 7900 S. Rt 53	City: Woodridge
State: IL	Zip: 60423	State: IL	Zip: 60517
Phone: 815-464-9200	Fax:	Phone: 630-985-7400	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#: Same as above	Dept: Same as above	Division: Same as above
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Feb 12, 2024	Contract End Date (PO25): Aug 12, 2024
Contract Administrator (PO25): Drew Cormican			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		PW - F-250 Service Body WT	FY24	2000	2555	54120		63,575.00	63,575.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 63,575.00

<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