



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, November 5, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:00 AM.

2. ROLL CALL

PRESENT	Chaplin, Evans, Ozog, Tornatore, and Zay
ABSENT	Covert

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-2792](#)

DuPage County Transportation Committee Meeting Minutes-Tuesday October 15, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

MOTION TO ALLOW REMOTE PARTICIPATION

A motion was made by Chair Ozog and seconded by Member Chaplin to allow Member Covert to participate remotely, under section 7(a) of the Open Meetings Act, at the Transportation Committee meeting. The motion was approved on a voice vote, all "ayes", motion carried.

6. RESOLUTIONS

6.A. [DT-R-0042-24](#)

Agreement between the County of DuPage and PACE for the establishment of a pilot rideshare access program for the Hinsdale Lake Terrace/Willowbrook Corners neighborhood. (Estimated County cost \$ 100,000).

Chair Ozog welcomed Chris Rose from PACE.
Discussion was held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7. CHANGE ORDERS

MOTION TO COMBINE ITEMS 7A. THROUGH 7F.

A motion was made by Chair Ozog and seconded by Member Chaplin to combine items 7A. through 7F. The motion was approved on a voice vote, all “ayes”, motion carried.

7.A. [24-2826](#)

Al Warren Oil Company PO #6399-0001-SERV - Decrease remaining encumbrance and close contract to furnish and deliver automotive lubricants for the Division of Transportation; contract expired on October 11, 2023.

7.B. [24-2827](#)

Applied Research Associates PO #5176-0001-SERV - Decrease remaining encumbrance and close contract to provide pavement condition ratings and annual maintenance and support services for the Division of Transportation; contract expired on October 30, 2022.

7.C. [24-2828](#)

K-Tech Specialty Coatings PO #5458-001-SERV - Decrease remaining encumbrance and close contract to furnish and deliver deicing liquids for the Division of Transportation; contract expired on October 31, 2023.

7.D. [24-2829](#)

Leech Tishman PO #4975-0001-SERV - Decrease remaining encumbrance and close contract to provide professional legal services for the Division of Transportation; contract expired on October 30, 2021.

7.E. [24-2830](#)

Leech Tishman PO #4976-0001-SERV - Decrease remaining encumbrance and close contract to provide professional legal services for the Division of Transportation; contract expired on October 30, 2021.

7.F. [24-2831](#)

Wheatland Title Company PO #4396-0001-SERV - Decrease remaining encumbrance and close contract to provide professional title insurance services for the Division of Transportation; contract expired on February 28, 2022.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin
AYES:	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay

MOTION TO COMBINE ITEMS 7G. THROUGH 7L.

A motion was made by Chair Ozog and seconded by Member Chaplin to combine items 7G. through 7L. The motion was approved on a voice vote, all “ayes”, motion carried.

7.G. [24-2871](#)

Baxter & Woodman, Inc. - PO #5618-0001-SERV - Contract extension through October 31, 2025.

7.H. [24-2873](#)

BLA, Inc. - PO #3335-0001 SERV - Contract extension through October 31, 2026.

7.I. [24-2793](#)

Huff & Huff, Inc. - PO #5404-0001-SERV - Contract extension through October 31, 2025.

7.J. [24-2795](#)

RM Chin & Associates, Inc. - PO #5479-0001-SERV - Contract extension through October 31, 2025.

7.K. [24-2794](#)

STATE Testing, LLC - PO #6126-0001-SERV - Contract extension through October 31, 2025.

7.L. [24-2875](#)

V3 Companies, Ltd. - PO #4861-0001-SERV - Contract extension through October 31, 2026.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin
AYES:	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay

7.M. [24-2874](#)

Christopher B. Burke Engineering - PO #6311-0001 SERV - Contract extension through October 31, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8. AWARDING RESOLUTIONS

8.A. [DT-P-0051-24](#)

Recommendation for the approval of a contract to Hey and Associates, Inc., to provide Professional Landscape Design and Construction Engineering Services for various County highway projects, Section 24-LDSCP-07-EG, for a contract total not to exceed \$150,000; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et. seq.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

9. GRANT PROPOSAL NOTIFICATIONS

9.A. [24-2817](#)

GPN 040-24: FY 2025-2026 CDBG Neighborhood Investment Grant-Community Development Commission, (HUD)-\$500,000.00 (Division of Transportation). Funding will be used for a proposed sidewalk and lighting system along 91st Street in unincorporated Downers Grove.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10. INFORMATIONAL

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

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

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

11. OLD BUSINESS

Member Chaplin thanked the Division of Transportation for the Fleet Vehicle list she has previously requested.

Discussion held.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned at 10:15 AM, with a motion from Chair Ozog and a second from Member Chaplin. The motion carried on a voice vote, all "ayes".



Minutes

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

File #: 24-2792

Agenda Date: 11/5/2024

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, October 15, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:03 AM.

MOTION TO ALLOW REMOTE PARTICIPATION

Member Zay moved and Member Chaplin seconded a motion to allow Member Covert to participate remotely, under section 7(a) of the Open meetings Act, at the Transportation Committee meeting. The motion was approved on voice vote, all "ayes", motion carried.

2. ROLL CALL

PRESENT	Chaplin, Evans, Ozog, Tornatore, and Zay
REMOTE	Covert

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

The following individuals made public comment:

Nancy Dyl: Proposed path on Winfield Road
Laura Ludwig: Proposed path on Winfield Road
Rudy Keller: Proposed path on Winfield Road

5. APPROVAL OF MINUTES

5.A. [24-2724](#)

DuPage County Transportation Committee meeting Minutes-Tuesday October 1, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS

6.A. [24-2641](#)

Recommendation for the approval of a purchase order to Zips Car Wash, LLC d/b/a Jet Brite Car Wash, to provide unlimited car washes, including undercarriage wash and rust

inhibitor, as needed for the DuPage County fleet of vehicles, for the period November 8, 2024 through November 7, 2025, for a contract total not to exceed \$25,000; first of three renewals under bid #23-117-DOT.

Discussion held regarding approved locations; all in DuPage County are included.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [DT-P-0050-24](#)

Recommendation for the approval of a contract to MSC Industrial Supply Company, to furnish and deliver maintenance, repair and operation supplies, as needed for the Division of Transportation, for the period December 1, 2024 through November 30, 2025, for a contract total not to exceed \$35,000; per Sourcewell contract #091422-MSI.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7. CHANGE ORDERS

MOTION TO COMBINE

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

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

7.A. [24-2647](#)

BLA, Inc. - PO #5752-0001 SERV - Contract extension through October 31, 2025.

7.B. [24-2680](#)

Civiltech Engineering, Inc. - PO #4038-0001 SERV - Contract extension through October 31, 2026.

7.C. [24-2681](#)

Gasperec Elberts Consulting, LLC - PO # 5773-1-SERV - Contract extension through October 31, 2025.

- 7.D. [24-2682](#)
HR Green, Inc. - PO #4229-0001 SERV - Contract extension through October 31, 2026.
- 7.E. [24-2683](#)
HR Green, Inc. - PO #5638-0001 SERV - Contract extension through October 31, 2025.
- 7.F. [24-2684](#)
HW Lochner, Inc. - PO #3595-0001 SERV - Contract extension through October 31, 2025.
- 7.G. [24-2646](#)
HW Lochner - PO #5277-0001 SERV - Contract extension through October 31, 2025.
- 7.H. [24-2685](#)
Patrick Engineering, Inc. - PO # 5806-0001 SERV - Contract extension through October 31, 2025.
- 7.I. [24-2687](#)
72 Hour LLC, d/b/a Chevrolet of Watsonville - PO #6895-0001 SERV - Cancel entire order and close contract.
- 7.J. [24-2689](#)
72 Hour LLC, d/b/a Chevrolet of Watsonville - PO #6896-0001 SERV - Cancel entire order and close contract.
- 7.K. [24-2697](#)
DT-P-0242C-19 – Amendment to Resolution DT-P-0242B-19, issued to TranSystems Corporation, for Professional Preliminary Engineering Services for improvements at CH 23/ Naperville Road at Illinois 38, Section 19-00195-05-CH, to increase the funding in the amount of \$89,844.93, resulting in an amended contract total amount of \$419,404.02, an increase of 27.26% and a cumulative increase of 63.88%, and extending the contract through October 31, 2026.

Discussion held.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin
AYES:	Chaplin, Evans, Ozog, Tornatore, and Zay
REMOTE:	Covert

8. BUDGET TRANSFERS

- 8.A. [24-2733](#)
Budget Transfer of \$40,000 from Contingencies 1500-3510-53828 to Overtime 1500-3510-50010 funds needed to cover anticipated call-outs through November 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

9. DISCUSSION

9.A. [24-2659](#)

Winter Readiness.

Director Steve Travia introduced Manager of Highway Operations Mike Figuray, who gave a brief overview of the County's readiness for the winter season. Mike advised the Committee that the plow truck winter prep is currently underway and the CDL training is upcoming. He also mentioned that the staffing levels are adequate, and all winter material contracts are in place and stocked. The expected snowfall is projected to be about the same as last year.

Member Chaplin commended the Highway Operations Team for the outstanding job they do in keeping the County roads clear.

10. INFORMATIONAL

10.A. [24-2653](#)

Informational - Pursuant to DT-R-0306C-22, vehicle replacement purchase order for the Division of Transportation for FY2024 has been issued through Haggerty Ford in the amount of \$164,827.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10.B. [24-2654](#)

Informational - Pursuant to DT-R-0306C-22, vehicle replacement purchase order for the Division of Transportation for FY2024 has been issued through Willowbrook Ford in the amount of \$30,859.03.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

11. OLD BUSINESS

Chair Ozog thanked all those who came out to give public comments regarding the proposed project to construct a paved multi-use path along Winfield Road from Butterfield Road to Roosevelt Road.

Chair Ozog asked for and received consensus from the Committee to not move forward with this potential project, removing page 115 from the Transportation Improvement Plan.

Discussion was held. The Director of Transportation and County Engineer explained they would continue to research ways to improve safety along Winfield Road, including conducting traffic counts, evaluating traffic speeds, and reviewing crash data.

Member Chaplin requested an update on the number of Fleet vehicles, by department.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business the meeting was adjourned at 10:36 AM, with a motion from Chair Ozog and a second from Member Chaplin. The motion carried on voice vote, all "ayes".



Transportation Resolution

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

File #: DT-R-0042-24

Agenda Date: 11/5/2024

Agenda #: 7.H.1.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND PACE, THE SUBURBAN BUS DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY
FOR ESTABLISHMENT OF A PILOT RIDESHARE ACCESS PROGRAM
FOR THE WILLOWBROOK/
HINSDALE LAKE TERRACE NEIGHBORHOOD
(ESTIMATED COUNTY COST \$100,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and Pace, the Suburban Bus Division of the Regional Transportation Authority, (hereinafter referred to as PACE), in order to facilitate mobility, safety and economic development, desire to implement a Pilot Rideshare Access Program (hereinafter, "RAP") for the Hinsdale Lake Terrace and adjacent neighborhoods in unincorporated DuPage County; and

WHEREAS, the COUNTY recognizes that the referenced neighborhood has been identified as a disadvantaged neighborhood in terms of income and transportation and transportation barriers by the United States Department of Transportation Justice40 Program; and

WHEREAS, the neighborhoods pertinent to this agreement suffer from significant transportation barriers to economic, social, scholastic and recreational opportunities; and

WHEREAS, PACE has successfully developed agreements with mobility companies to help individuals and neighborhoods overcome such barriers; and

WHEREAS, PACE and the COUNTY wish to assist the pertinent neighborhoods overcome barriers through the establishment of a PILOT program wherein mobility option will be provided to registered individuals and families through the Pace RAP; and

WHEREAS, the COUNTY agrees to reimburse the rideshare companies through PACE for mobility services provided to residents and their families through the RAP; and

WHEREAS, an Intergovernmental Agreement entitled the Rideshare Access Reimbursement Agreement (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the responsibilities of the parties related to the RAP; and

WHEREAS, the AGREEMENT stipulates the service boundaries, eligibility requirements, terms of agreement, administration and financial parameters of the pilot RAP; and

WHEREAS, sufficient funds have been appropriated by the COUNTY to pay for its share of the cost of the RAP; and

WHEREAS, said AGREEMENT must be executed before the RAP can begin.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached AGREEMENT between the County of DuPage and PACE; and

BE IT FURTHER RESOLVED that the Director of Transportation or his designee is hereby authorized to execute any other documents necessary and pertinent to said AGREEMENT and shall take such action as may be necessary to carry out the terms of said AGREEMENT; and

BE IT FURTHER RESOLVED that three (3) original copies of this Resolution and AGREEMENT be sent to PACE for execution, by and through the DuPage County Division of Transportation.

Enacted and approved this 12th day of November, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

RIDESHARE ACCESS PROGRAM REIMBURSEMENT AGREEMENT

This Rideshare Access Program Reimbursement Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and the County of DuPage, a body politic and corporate of the State of Illinois (“County”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area consisting of Cook, DuPage, Kane, Lake, McHenry, and Will Counties (“Region”).

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

Pace has entered into written agreements with certain transportation network companies (“TNCs”) for reimbursement by Pace to the TNCs for service provided through the Pace Rideshare Access Program or similar program providing for increased access to rideshare options to persons with disabilities (“RAP Agreements”). Each RAP Agreement provides that Pace may incorporate other locally sponsored programs into the RAP Agreement to subsidize non-ADA eligible rider trips with varying fares or co-pays.

Willowbrook Corners Mobility Pilot Program is a County rideshare access program scheduled to begin on January 2, 2025 (“Program”).

The County wants Pace to incorporate the Program into each RAP Agreement and, in connection therewith, will reimburse Pace for the County-subsidized portion of the cost of a trip that non-ADA Program riders take with a TNC.

In consideration of the foregoing recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on the date that Pace signs this Agreement (“Effective Date”). If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

2. **Term.** This Agreement will remain in effect through August 31, 2033 unless earlier terminated in accordance with this Agreement.

3. **Program Profile.** The County shall establish a profile for the Program, including travel area, fare/co-pay amount, subsidy amount, and trip limits. The Program profile established by the County is specified in Exhibit A.

4. **Duties and Responsibilities.**

(a) **Pace.**

- (i) Pace shall set up the Program profile in the platform of each TNC upon the Effective Date, subject to the terms of the applicable RAP Agreement.
- (ii) Within 10 days after receiving a copy of an eligible rider's completed Program enrollment form from the County pursuant to paragraph 4(b)(i), Pace shall register the eligible rider in the platform of each TNC.
- (iii) Pace shall invoice the County monthly. Each invoice will include the following items for the month covered by the invoice:
 - a statement of the aggregate amount due from the County to Pace for the Program subsidy and any TNC administrative fees, which fees are currently \$1.50 per trip or, depending on the TNC, \$3.00 per trip if the trip is booked through the TNC's call center (collectively, "Reimbursement Amount");
 - a copy of the invoice that each TNC submitted to Pace in connection with the Program; and
 - Program trip data.

Pace shall send invoices to:

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attention: John Loper

- (iv) Pace shall remove the Program profile and all Program rider registrations from the platform of each TNC upon termination or expiration of this Agreement; provided, however, if this Agreement is terminated in part pursuant to paragraph 8(c), Pace shall remove the Program profile and all Program rider registrations only from the platform of the TNC whose RAP Agreement was terminated.

(b) **County.**

- (i) The County shall email a copy of the completed Program enrollment form of each eligible rider who the County has approved for enrollment in the Program to the email address designated by Pace. The completed Program enrollment form must include the eligible rider's name, email address, and mobile phone number.

- (ii) Within 30 days after receiving an invoice from Pace pursuant to paragraph 4(a)(iii), the County shall pay the Reimbursement Amount specified in the invoice. The County shall send payment to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

5. **Independent Relationship.** Nothing in this Agreement will be construed as creating an agency, partnership, joint venture, or any other relationship between Pace and the County or the County's subcontractors, independent contractors, consultants, or subconsultants or between Pace and any employee or agent of the County or the County's subcontractors, independent contractors, consultants, or subconsultants.

6. **Insurance.** Throughout the term of this Agreement, the County shall obtain and maintain Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than \$1,000,000 and an aggregate limit not less than \$2,000,000. The County shall name Pace and the Regional Transportation Authority as additional insureds on the Commercial General Liability Insurance policy. At the County's election, the County may self-insure, or the County may obtain insurance which meets the requirements outlined in this paragraph 6. If insurance is obtained, any company writing insurance that the County is required to maintain under this paragraph 6 must at all times have at least an A.M. Best's rating of A-VII. If insurance is obtained, upon Pace's request, the County shall provide Pace with written proof of the insurance required of the County under this paragraph 6.

7. **Indemnification.** The County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from the Program and/or the performance of any of the County's obligations under this Agreement. Upon written notice by a party, person, or entity claiming indemnification ("Claimant") to the County regarding any claim which Claimant believes to be covered under this paragraph 7, the County shall appear and defend all suits brought upon that claim and shall pay all costs and expenses related to that claim, but Claimant has the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving the County of the County's obligations under this paragraph 7.

8. **Termination.** A party may terminate this Agreement upon 30 days' advance written notice to the other party in the event such termination is in the best interest of the terminating party or the County discontinues or terminates the Program. Notwithstanding the foregoing, Pace may terminate this Agreement:

- (a) upon 15 days' advance written notice to the County in the event the County fails to timely pay any amount due from the County to Pace pursuant to this Agreement;

- (b) immediately upon written notice to the County in the event all the RAP Agreements are terminated; or
- (c) in part, immediately upon written notice to the County in the event a RAP Agreement is terminated.

9. **Force Majeure.** A party will not be held liable to another party for damages nor be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to the County, may immediately terminate this Agreement for convenience. Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

10. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

12. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

13. **Binding Effect.** This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

17. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed

therefrom, and the remaining provisions will remain in full force and effect.

18. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

20. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or addressed to such other address as either party may specify in writing:

If to Pace:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

If to the County:

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attention: Chief Transportation
Planner

21. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

23. **Signatures.** Signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

24. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign.

The parties have caused this Agreement to be executed by their duly authorized representatives on

the dates below.

PACE

By: _____
Signature

Print Name: Melinda J. Metzger

Print Title: Executive Director

Date: _____

COUNTY

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT A

PROGRAM PROFILE

Trip origins and destinations must be completely within the Proposed Service Boundary area depicted in the map below; provided, however, transportation from the Proposed Service Boundary area to any one of the following points of interest and transportation from any one of the following points of interest to the Proposed Service Boundary area are allowable:

Clarendon Hills Metra Station, 179 Burlington Avenue, Clarendon Hills, IL 60514

Westmont Metra Station, 18 W. Quincy Street, Westmont, IL 60559

Downers Grove Fairview Metra Station, Fairview Avenue and Burlington Avenue, Downers Grove, IL 60515

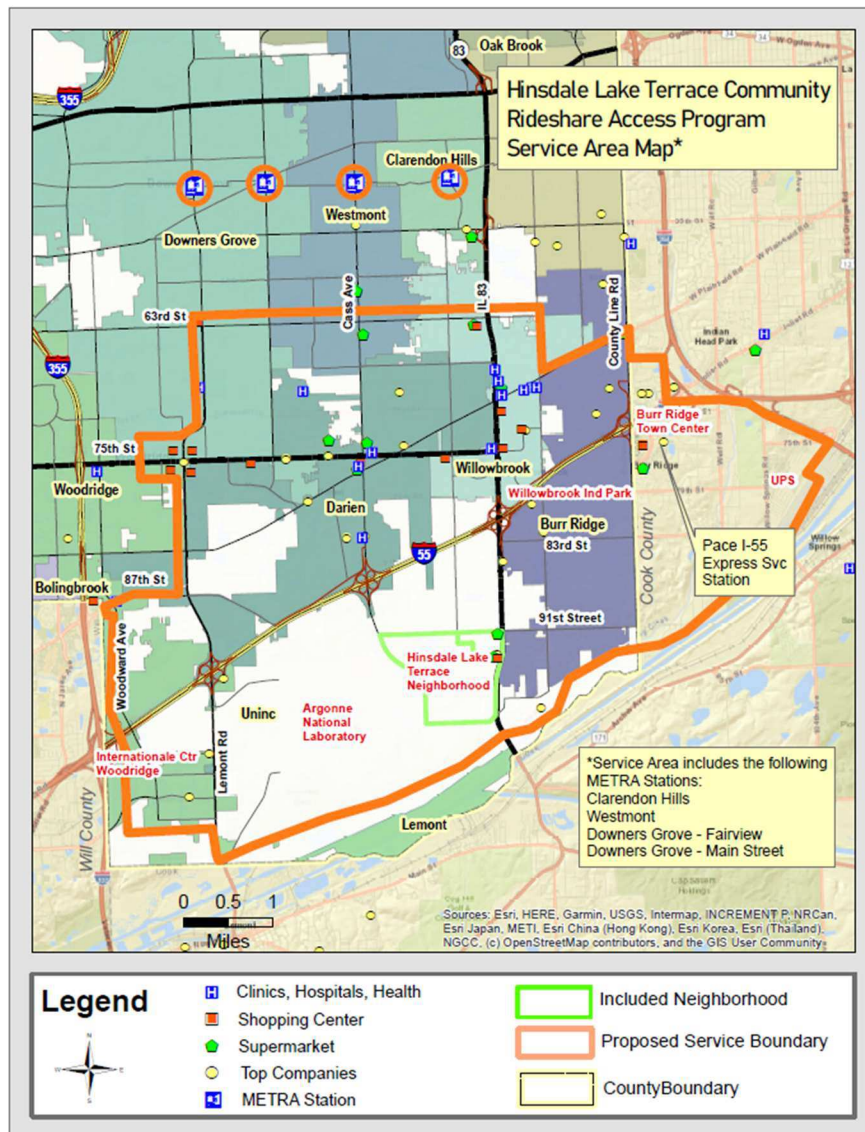
Downers Grove Main Street Metra Station, 5001 Main Street, Downers Grove, IL 60515

Eligible riders enrolled in the Program will pay the first \$0.00 of the cost of a trip taken with a TNC; the County will subsidize the cost of the trip not exceeding \$30.00. Eligible riders will also be responsible for paying:

- any portion of the cost of the trip that exceeds \$30.00;
- any TNC surcharge applicable to the trip (e.g., advance booking surcharge); and
- any driver tips.

All trip amounts, for which an eligible rider is responsible to pay, will be charged to the eligible rider's payment method on file with the TNC.

The County will subsidize no more than four one-way trips per day for each eligible rider enrolled in the Program.



SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

09/26/2024

DATE

FUND AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			11831		8/31/2033		8/31/2034		Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT		UNIT PRICE	EXTENSION	
FY24-LN1-1500-3500-53830						Agreement for the establishment of a pilot rideshare access program			25,000.00	
FY25-LN1-1500-3500-53830						for the Willowbrook/Hinsdale Lake Terrace neighborhood.			75,000.00	
TOTAL									\$100,000.00	

REMIT TO:

Pace, the Suburban Bus Division of the RTA, 550 W. Algonquin Road, Arlington Heights, IL 60005

COMMITTEE APPROVAL

DATE

Transportation

11/05/24

County Board

11/12/24

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-HINSDALE LAKE TERRACE RIDESHARE ***



9/25/24
DATE



Change Order

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

File #: 24-2826

Agenda Date: 11/5/2024

Agenda #: 7.A.

Parent / Consent

Consent
DOT 11/5
CB 11/12

JS



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 9, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 6399-1-SERV	Original Purchase Order Date: Apr 12, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: AL WARREN OIL COMPANY		Vendor #: 41480	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Contract 6399-1-SERV Expiration 10/11/2023 To furnish and deliver Automotive Lubricants on as-needed basis for the DOT Fleet through October 11, 2023. Decrease Remaining Encumbrance And Close Contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$30,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$30,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,301.98)
E	New contract amount (C + D)	\$15,698.02
F	Percent of current contract value this Change Order represents (D / C)	-47.67%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-47.67%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

PSM	6911	Oct 9, 2024	<i>SMT</i>	6910	10/16/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>8</i>	Procurement Officer	Date	10/24/2024
Chief Financial Officer (Decision Memos Over \$25,000)	Date		Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 24-2827

Agenda Date: 11/5/2024

Agenda #: 7.B.

Parent/Consent

Consent
DOT 11/5
CB 11/12

es



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 9, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 5176-1-SERV	Original Purchase Order Date: Mar 25, 2021	Change Order #: 1	Department: Division of Transportation
Vendor Name: APPLIED RESEARCH ASSOCIATES			Vendor #: 12912
Dept Contact: PATRICIA MILLER			
Background and/or Reason for Change Order Request:	Contract 5176-1-SERV Expiration 11/30/2022 Pavement Condition Rating and Annual Maintenance and Support services for the Du Page County Pavement Management Program Decrease Remaining Encumbrance And Close Contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$103,139.50
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$103,139.50
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$18,747.50)
E	New contract amount (C + D)	\$84,392.00
F	Percent of current contract value this Change Order represents (D / C)	-18.18%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-18.18%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

PSM	6911	Oct 9, 2024	<i>SMT</i>	6910	10/16/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/24/2024	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 24-2828

Agenda Date: 11/5/2024

Agenda #: 7.C.

Parent / Consent

Consent
DOT 11/5
CB 11/12

48



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 9, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 5458-SERV	Original Purchase Order Date: Nov 1, 2021	Change Order #: 1	Department: Division of Transportation
Vendor Name: K-TECH SPECIALTY COATINGS			Vendor #: 27558
Dept Contact: Patricia Miller			
Background and/or Reason for Change Order Request:	Contract 5458-1-SERV EXPIRATION 10/31/2023 Contract to furnish and deliver Deicing Liquids for DOT Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting contract value	\$170,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$170,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$74,148.87)
E	New contract amount (C + D)	\$95,851.13
F	Percent of current contract value this Change Order represents (D / C)	-43.62%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-43.62%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

PSM	6911	Oct 9, 2024	277	6910	10/10/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/24/2024	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 24-2829

Agenda Date: 11/5/2024

Agenda #: 7.D.

Parent / Consent

Consent
DOT 11/5
CB 11/12

28



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

Date: Oct 9, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 4975-1-SERV	Original Purchase Order Date: Dec 1, 2020	Change Order #: 1	Department: Division of Transportation
Vendor Name: Leech Tishman		Vendor #: 32242	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Contract 4975-1-SERV expiration 11/30/2021 Professional Legal Services Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$40,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$40,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$36,815.00)
E	New contract amount (C + D)	\$3,185.00
F	Percent of current contract value this Change Order represents (D / C)	-92.04%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-92.04%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

PSM	6911	Oct 9, 2024	<i>SM7</i>	6910	10/16/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/24/2024	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 24-2830

Agenda Date: 11/5/2024

Agenda #: 7.E.

Parent / consent

consent
DOT 11/5
CB 11/12

48



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

Date: Oct 9, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 4976-1-SERV	Original Purchase Order Date: Dec 1, 2020	Change Order #: 2	Department: Division of Transportation
Vendor Name: Leech Tishman		Vendor #: 32242	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Contract 4976-1-SERV expiration 11/30/2021 This agreement is to provide professional legal services to assist with environmental issues FY20-21 Decrease remaining encumbrance and close contract		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$40,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$40,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$35,835.00)
E	New contract amount (C + D)	\$4,165.00
F	Percent of current contract value this Change Order represents (D / C)	-89.59%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-89.59%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

PSM	6911	Oct 9, 2024	<i>SM7</i>	6910	10/16/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/24/2024	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 24-2831

Agenda Date: 11/5/2024

Agenda #: 7.F.

PARENT / CONSENT

consent
DOT 11/5
CB 11/12

28



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 9, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 4396-1-SERV	Original Purchase Order Date: Mar 1, 2020	Change Order #: 1	Department: Division of Transportation
Vendor Name: Wheatland Title Company		Vendor #: 28799	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Contract 4396-1-SERV Expiration 2/28/2022 This agreement is for title insurance services FY20-22. Decrease remaining encumbrance and close contract		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$50,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$50,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$34,519.00)
E	New contract amount (C + D)	\$15,481.00
F	Percent of current contract value this Change Order represents (D / C)	-69.04%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-69.04%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

PSM	6911	Oct 9, 2024	<i>SM</i>	6910	10/16/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/24/2024	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 24-2871

Agenda Date: 11/5/2024

Agenda #: 7.G.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 11/15
OB 11/12

Date: Oct 21, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 5618-1-SERV	Original Purchase Order Date: Jan 11, 2022	Change Order #: 6	Department: Division of Transportation
Vendor Name: Baxter & Woodman, Inc.			Dept Contact: Kathleen Black Curcio
Vendor #: 12605			
Background and/or Reason for Change Order Request:	Professional Various Design Engineering Services, Section #21-DEENG-05-EG Extend contract expiration date to October 31, 2025 and last invoice allowed date to May 31, 2026. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,500,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,500,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$1,500,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2024 to: Oct 31, 2025
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

kbc	6892	Oct 21, 2024	SMT	6910	10/23/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer			Procurement Officer		
Date			Date		
Chief Financial Officer			Chairman's Office		
(Decision Memos Over \$25,000)			(Decision Memos Over \$25,000)		
Date			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: Oct 21, 2024

File ID #:

Purchase Order #: 5618-1-SERV

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: Daniel.nowak@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Baxter & Woodman, Inc.	Vendor #: 12406

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

The Professional Design Engineering Services, upon request of the Division of Transportation, section #21-DEENG-05-EG. expires November 30, 2024. An extension of time until October 31, 2025 is recommended.

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

An extension is necessary to continue and complete work on multiple open work orders. In order to complete these various projects, it will be more cost effective to continue to utilize Baxter & Woodman, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 23 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, staffing approach, abilities to support and train county staff, plan to ensure sufficient resources to cover multiple projects, experience on similar projects and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Baxter & Woodman, Inc., was the most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2025 with no change in the contract amount is the recommended course of action since Baxter & Woodman, Inc. has completed the work to date in a satisfactory and timely manner. Baxter & Woodman, Inc. is in the best position to continue to provide design engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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.

No change in contract encumbrance.



Change Order

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

File #: 24-2873

Agenda Date: 11/5/2024

Agenda #: 7.H.



Request for Change Order

Procurement Services Division
Attach copies of all prior Change Orders

Consent
DOT 11/5
OB 11/12

Date: Oct 21, 2024

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 3335-1-SERV	Original Purchase Order Date: Jul 17, 2018	Change Order #: 7	Department: Division of Transportation
Vendor Name: BLA, Inc.		Vendor #: 10796	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Design Engineering Services for improvements along Lemont Road, from 83rd Street to 87th Street, Section No. 16-00232-00-CH. Extend current contract expiration date to October 31, 2026 and last invoice allowed date to June 30, 2027. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$441,447.92
B	Net \$ change for previous Change Orders	\$116,663.27
C	Current contract amount (A + B)	\$558,111.19
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$0.00
E	New contract amount (C + D)	\$558,111.19
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	26.43%
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	
<input checked="" type="checkbox"/> Increase (greater than 29 days) contract expiration from: <u>Nov 30, 2024</u> to: <u>Oct 31, 2026</u>	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

kbc	6892	Oct 21, 2024	<i>SM</i>	6910	10/23/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
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: Oct 21, 2024

File ID #: _____

Purchase Order #: 3335-1-SERV

Requesting Department: Division of Transportation	Department Contact: Daniel Nowak
Contact Email: daniel.nowak@dupagecounty.gov	Contact Phone: 6900
Vendor Name: BLA, Inc.	Vendor #: 10796

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

Professional Design Engineering Services for improvements along Lemont Road, from 83rd Street to 87th Street, Section No. 16-00232-00-CH expires November 30, 2024. An extension of time through October 31, 2026 is recommended.

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

Design approval was secured for this project by the Illinois Division of Transportation (IDOT) in August of 2018. During the design of the project, it has been determined that the land acquisition will need to be revised from the approved Project Development Report. Additionally, the land acquisition from the Forest Preserve District on the southeast corner of Lemont Rd. and 87th St. was revised and therefore triggering a section 4(f) de minimis evaluation. IDOT has indicated they will now require the Project Development Report to be revised as part of the design to reflect these revisions. This was not in BLA's original scope of services for the design contract. In order to complete design engineering for the Lemont Road project, it will be more cost effective to extend BLA, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 52 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any sub-consultants, experience of key personnel, understanding of the project, experience on similar projects, and strategies/opportunities to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by BLA, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2026 with no change in the contract amount is the recommended course of action since BLA, Inc. has completed the work to date in a satisfactory and timely manner. BLA, Inc. is in the best position to continue to provide design engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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.

No change in contract encumbrance.



Change Order

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

File #: 24-2793

Agenda Date: 11/5/2024

Agenda #: 7.I.

Consent
DOT 11/5
CB 11/12

JS
kbs



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 8, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 5404-1-SERV	Original Purchase Order Date: Aug 24, 2021	Change Order #: 3	Department: Division of Transportation
Vendor Name: Huff & Huff, Inc.		Vendor #: 11585	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Various Environmental Screening Services, Section# 21-ENVMT-07-EG. Extend contract expiration date to October 31, 2025 and last invoice allowed date to June 30, 2026. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$250,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$250,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$250,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input checked="" type="checkbox"/> Increase (greater than 29 days) contract expiration from: Nov 30, 2024 to: Oct 31, 2025	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

kbc	6892	Oct 8, 2024	<i>JS</i>	6892	10/8/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/18/2024	
Chief Financial Officer	Date	Chairman's Office	Date		
(Decision Memos Over \$25,000)		(Decision Memos Over \$25,000)			



Decision Memo

Procurement Services Division

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

Date: Oct 8, 2024

File ID #:

Purchase Order #: 5404-1-SERV

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: dan.nowak@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Huff & Huff, Inc.	Vendor #: 11585

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

The Professional Various Environmental Screening Services, contract 5404-1-SERV with Huff & Huff, Inc., Section# 21-ENVMT-07-EG expires November 30, 2024. An extension of time until October 31, 2025 is recommended.

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

The DOT has determined that Huff & Huff, Inc. is currently working on open work orders under this contract and requires additional time for completion. In order to complete currently open work orders, it will be more cost effective to continue to utilize Huff & Huff, Inc. They are in the best position to complete them at the lowest cost to the County. Therefore an extension of time is the recommended course of action.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 10 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, technical approach to the project and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Huff & Huff, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2025 with no change in the contract amount is the recommended course of action since Huff & Huff, Inc. has completed the work to date in a satisfactory and timely manner. Huff & Huff, Inc. is in the best position to continue to provide various environmental screening services at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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.

No change in contract encumbrance.



Change Order

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

File #: 24-2795

Agenda Date: 11/5/2024

Agenda #: 7.J.

Parent (Consent)

Consent DOT 11/5
CB 11/12g8
kbs

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 11, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 5479-1-SERV	Original Purchase Order Date: Oct 12, 2021	Change Order #: 3	Department: Division of Transportation
Vendor Name: RM Chin & Associates, Inc.		Vendor #: 12870	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Design Review/Value Engineering Services for building replacements at 140 N. County Farm Road, Wheaton (140 Bldg and 140 Garage) and 1900 W. Arthur Drive, West Chicago (Yellow Freight) and Construction Engineering Services for 1900 W. Arthur Drive, West Chicago (Yellow Freight), Section# 19-00179-32-MG. Extend current contract expiration dated to October 31, 2025, and last invoice allowed date to June 30, 2026. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$999,947.57
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$999,947.57
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$999,947.57
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input checked="" type="checkbox"/> Increase (greater than 29 days) contract expiration from: <u>Nov 30, 2024</u> to: <u>Oct 31, 2025</u>	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

kbc	6892	Oct 11, 2024	<u>SMT</u>	6910	10/16/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer		Date
					10/18/2024
Chief Financial Officer		Date	Chairman's Office		Date
(Decision Memos Over \$25,000)			(Decision Memos Over \$25,000)		



Decision Memo

Procurement Services Division

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

Date: Oct 11, 2024

File ID #:

Purchase Order #: 5479-1-SERV

Requesting Department: Division of Transportation	Department Contact: Mike Figuray
Contact Email: michael.figuray@dupagecounty.gov	Contact Phone: 6900
Vendor Name: RM Chin & Associates, Inc.	Vendor #: 12870

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

The Professional Design Review/Value Engineering Services contract 5479-1-SERV with RM Chin & Associates, Inc. for building replacements at 140 N. County Farm Road, Wheaton (140 Bldg and 140 Garage) and 1900 W. Arthur Drive, West Chicago (Yellow Freight) and Construction Engineering Services for 1900 W. Arthur Drive, West Chicago (Yellow Freight), Section# 19-00179-32-MG expires November 30, 2024. An extension of time until October 31, 2025 is recommended.

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

Due to construction delays, this request will allow RM Chin & Associates, Inc. to continue providing professional construction engineering services for the construction observation & post construction/close-out for the Yellow Freight building, and design phase for the construction of DOT's Highway Garage. It will be more cost effective to continue to utilize RM Chin & Associates, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 16 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT and Facilities Management staff reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel. Based on a comprehensive review of the submittals, the DOT and Facilities Management staff determined that the project team assembled by RM Chin & Associates, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2025 with no change in the contract amount is the recommended course of action since RM Chin & Associates, Inc. has completed the work to date in a satisfactory and timely manner. RM Chin & Associates, Inc. is in the best position to continue to provide the services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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.

No change in contract encumbrance.



Change Order

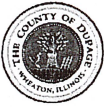
421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 24-2794

Agenda Date: 11/5/2024

Agenda #: 7.K.

Parent/Consent

Consent
DOT 11/5
CB 11/12y 2
50

Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 2, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 6126-1-SERV	Original Purchase Order Date: Dec 1, 2022	Change Order #: 4	Department: Division of Transportation
Vendor Name: State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC		Vendor #: 32601	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Various Materials Testing and Engineering Services, upon request of the Division of Transportation, Facilities Management and Stormwater Management. Section #22-MATLS-06-EG. Extend contract expiration date to October 31, 2025 and last invoice allowed date to June 30, 2026. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$100,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$100,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$100,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED

☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2024 to: Oct 31, 2025☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____☐ OTHER - explain below:

kbc	6892	Oct 2, 2024	<i>SMT</i>	6910	10/8/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/18/2024	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

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

Date: Oct 8, 2024

File ID #:

Purchase Order #: 6126-1-SERV

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: kent.kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC	Vendor #: 32601

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

Professional Various Materials Testing and Engineering Services, contract 6126-1-SERV with State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC, Section #22-MATLS-06-EG expires November 30, 2024. An extension of time until October 31, 2025 is recommended.

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

One project for which State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC has been assigned will continue past the current expiration date. An extension of time is recommended so that State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC can complete this project.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 8 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, relevant past work, and availability of equipment and facilities for testing. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC is qualified and has the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2025 with no change in the contract amount is the recommended course of action since State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC has completed the work to date in a satisfactory and timely manner. State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC is in the best position to continue to provide materials testing and engineering services at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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.

No change in contract encumbrance.



Change Order

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

File #: 24-2875

Agenda Date: 11/5/2024

Agenda #: 7.L.



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

Consent
DOT 11/5
CB 11/12

Date: Oct 21, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 4861-1-SERV	Original Purchase Order Date: Sep 23, 2020	Change Order #: 7	Department: Division of Transportation
Vendor Name: V3 Companies, Ltd.			Dept Contact: Kathleen Black Curcio
Vendor #: 10802			
Background and/or Reason for Change Order Request:	Professional Design Engineering Services for improvements along Naperville Road, from Warrenville Road to Ridgeland Avenue, Section# 16-00195-06-CH. Extend current contract expiration date to October 31, 2026 and last invoice allowed date to June 30, 2027. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$586,409.73
B	Net \$ change for previous Change Orders	\$46,813.18
C	Current contract amount (A + B)	\$633,222.91
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$633,222.91
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	7.98%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2024 to: Oct 31, 2026
☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
☐ OTHER - explain below:

kbc	6892	Oct 21, 2024	<i>SM7</i>	10910	10/23/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	10/28/2024	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

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

Date: Oct 21, 2024

File ID #:

Purchase Order #: 4861-1-SERV

Requesting Department: Division of Transportation	Department Contact: Nils Jordahl
Contact Email: nils.jordahl@dupagecounty.gov	Contact Phone: 6900
Vendor Name: V3 Companies, Ltd.	Vendor #: 10802

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

The Professional Preliminary Engineering Services contract 4861-1-SERV with V3 Companies, Ltd., for the Naperville Road improvements from Warrenville Road to Ridgeland Avenue, Section# 16-00195-06-CH expires November 30, 2024. An extension of time until October 31, 2026 is recommended.

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

The DOT is intending to address congestion and capacity issues on the section of Naperville Road from Warrenville Road to Ridgeland Avenue in Naperville by adding a northbound auxiliary lane from Ridgeland Avenue to eastbound I-88, adding a southbound auxiliary lane from Diehl Road to Naperville-Wheaton Road, and lengthening the existing eastbound dual left turn lanes on Diehl Road. Additional scope includes traffic signal modernization at the Diehl Road and Ridgeland Avenue/Naperville-Wheaton Road intersections. The project design process has been delayed due to land acquisition. Therefore an extension of time is the recommended course of action. In order to complete design of the Naperville Road from Warrenville Road to Ridgeland Avenue project, it will be most cost effective to continue to utilize V3 Companies, Ltd. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 33 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by V3 Companies, Ltd. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2026 with no change in the contract amount is the recommended course of action since V3 Companies, Ltd. has completed the work to date in a satisfactory and timely manner. V3 Companies, Ltd. is in the best position to continue to provide preliminary engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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.

No change in contract encumbrance.



Change Order

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

File #: 24-2874

Agenda Date: 11/5/2024

Agenda #: 7.M.

**Request for Change Order****Procurement Services Division**

Attach copies of all prior Change Orders

Date: Oct 21, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 6311-1-SERV	Original Purchase Order Date: Mar 1, 2023	Change Order #: 2	Department: Division of Transportation
Vendor Name: Christopher B. Burke Engineering		Vendor #: 10234	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Phase II - Professional Design Engineering Services for 63rd Street (from Suffield Court to Americana Drive). Section No. 20-00288-05-TL Extend current contract expiration date to October 31, 2025 and last invoice date to May 31, 2026. No change in contract encumbrance		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

A	Starting contract value	\$254,905.15
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$254,905.15
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$254,905.15
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

DECISION MEMO NOT REQUIRED☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☒ Consent Only☐ Change budget code from: _____ to: _____☐ Increase/Decrease quantity from: _____ to: _____☐ Price shows: _____ should be: _____
☐ Decrease remaining encumbrance and close contract
 ☐ Increase encumbrance and close contract
 ☐ Decrease encumbrance
 ☐ Increase encumbrance
DECISION MEMO REQUIRED☐ Increase (greater than 29 days) contract expiration from: Jun 30, 2025 to: Oct 31, 2025☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____☐ OTHER - explain below:

kbc	6892	Oct 21, 2024	<i>SM7</i>	6910	10/23/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
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: Oct 21, 2024

File ID #: _____

Purchase Order #: 6311-1-SERV

Requesting Department: Division of Transportation	Department Contact: Stephen Zulkowski
Contact Email: stephen.zulkowski@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Christopher B. Burke Engineering, LTD.	Vendor #: 10234

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

Phase II - Professional Design Engineering Services with Christopher B. Burke Engineering, LTD. for flashing Yellow Arrows on 63rd Street (from Suffield Court to Americana Drive). Section No. 20-00288-05-TL expires June 30, 2025. An extension of time until October 31, 2025 is recommended.

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

Design has been delayed waiting for a decision from IDOT regarding roadway safety grant funding application being approved or declined. Upon receipt of the grant approval or not, the design will progress.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 17 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Christopher B. Burke Engineering, LTD. is qualified and has the staff available to perform the work on behalf of the County.

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

An extension of time to October 31, 2025 with no change in the contract amount is the recommended course of action since Christopher B. Burke Engineering, LTD. has completed the work to date in a satisfactory and timely manner. Christopher B. Burke Engineering, LTD. is in the best position to continue to provide design engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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.

No change in contract encumbrance.



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0051-24

Agenda Date: 11/5/2024

Agenda #: 8.A.

AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND HEY AND ASSOCIATES, INC.
FOR PROFESSIONAL LANDSCAPE DESIGN AND
CONSTRUCTION ENGINEERING SERVICES
SECTION 24-LDSCP-07-EG
(CONTRACT TOTAL NOT TO EXCEED \$150,000.00)

WHEREAS, the County of DuPage (hereinafter COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 *et. seq.*) and “Illinois Highway Code” (605 ILCS 5/5-101 *et. seq.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Landscape Design and Construction Engineering Services for various County Highways, Section 24-LDSCP-07-EG; and

WHEREAS, Hey and Associates, Inc. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such professional landscape design and construction engineering services, and is willing to perform the required services for an amount not to exceed \$150,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and Section 2-353(1)(a) of the DuPage County Procurement Code; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for a contract period of November 12, 2024 through October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Hey and Associates, Inc. be hereby accepted and approved for a contract total not to exceed \$150,000.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Hey and Associates, Inc., 8755 W. Higgins Road, Suite 835, Chicago, Illinois 60631, by and through the Division of Transportation.

Enacted and approved this 12th day of November, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 24-2821	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$150,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/05/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$150,000.00
	CURRENT TERM TOTAL COST: \$150,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Hey and Associates, Inc.	VENDOR #: 10705	DEPT: Division of Transportation	DEPT CONTACT NAME: William C. Eidson
VENDOR CONTACT: Jeffrey A. Wickenkamp	VENDOR CONTACT PHONE: 773-693-9200	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: jwickenkamp@heyassoc.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Landscape Design and Construction Engineering Services for various County highway projects, for the Division of Transportation for a contract total not to exceed \$150,000.00 through October 31, 2026. Section #24-LDSCP-07-EG			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The DOT contracts for the installation of landscaping along recently completed roadway reconstruction and/or widening projects on an as needed basis. We do not have in house expertise to prepare plans and the services of a Landscape Architect are required for these contracts. In addition, the DOT contracts for the maintenance of previously installed landscaping along the County highway system and requires inspection services to direct and oversee the work performed by our Landscape Maintenance contractor.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 5 firms. Based on the review of the Statements of Interest, these firms were requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the technical approach to the project, understanding of key considerations, experience with similar projects, experience with key team members, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Hey and Associates, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Hey and Associates, Inc. this is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Hey and Associates, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: DOT Finance	Division:
Attn:	Email:	Attn:	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Hey and Associates, Inc.	Vendor#: 10705	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: ACH	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 12, 2024	Contract End Date (PO25): Oct 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		24-LDSCP-07-EG - FY2025	FY25	1500	3500	54040	VV25LSDS GNH&A	100,000.00	100,000.00
2	1	EA		24-LDSCP-07-EG - FY2026	FY26	1500	3500	54040	VV25LSDS GNH&A	50,000.00	50,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 150,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Landscape Design and Construction Engineering Services for various County highway projects, for the Division of Transportation for a contract total not to exceed \$150,000.00 through October 31, 2026. Section #24-LDSCP-07-EG
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 10/31/27 Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HEY AND ASSOCIATES, INC.
FOR PROFESSIONAL LANDSCAPE DESIGN & CONSTRUCTION ENGINEERING SERVICES
FOR VARIOUS COUNTY HIGHWAY PROJECTS
SECTION NO. 24-LDSCP-07-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 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 Hey and Associates, Inc., licensed to do business in the State of Illinois, with offices at 8755 W. Higgins Road, Suite 835, Chicago, Illinois 60631; (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 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional design and construction engineering services for various landscape projects, Section #24-LDSCP-07-EG upon request (hereinafter referred to as "Work Orders"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional landscape design and construction supervision services and is willing to perform the required services for an amount not to exceed \$150,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation (IDOT) to perform the services covered by this AGREEMENT and is in good standing and has not been barred from performing professional services; and

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event Work Orders necessitates this scope of work.

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 upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order for the AGREEMENT total not to exceed the amount set forth in paragraph 7.0. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY if/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 Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work for approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 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

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation(hereinafter referred to as the "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 Division of Transportation.

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, 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 A and C attached hereto.
- 3.3 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 if permitted 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 with 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 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the Work Order(s) after the COUNTY issues its written Notice to Proceed for the AGREEMENT and any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by October 31, 2026 unless the term of this AGREEMENT is extended.

- 5.2 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) 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 promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A for approved Work Order(s), or as otherwise agreed to by the COUNTY and CONSULTANT.

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 \$150,000.00 This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to re-approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the Work Order(s).
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the or Work Order(s).
- 7.3.b 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 costs are expenses 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. 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 calling the Illinois Department of Labor at 312-793-2814 or visiting the web site at <http://www.state.il.us/agency/idol/>. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure 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 for each approved Work Order 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 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 A of this AGREEMENT and/or by approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

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 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 (\$1,000,000.00) dollars 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 Director of Transportation, DuPage County Division of Transportation, 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 Director of Transportation, DuPage County Division of Transportation, 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 October 31, 2026 or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before October 31, 2026.

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

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

16.0 TERMINATION

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

- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

Hey and Associates, Inc.

8755 W. Higgins Road, Suite 835
Chicago, IL 60631

ATTN: Jeffrey A. Wickenkamp, P.E.
President

Phone: 773.693.9200

Email: jwickenkamp@heyassoc.com

DuPage County Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.
Director of Transportation

Phone: 630.407.6900

Email: stephen.travia@dupagecounty.gov

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

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 The CONSULTANT'S key personnel specified in the AGREEMENT (Ryan Alexander, Project Manager) should be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification

(Exhibit D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the Work Orders 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 Work Orders to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3 above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the Work Orders.

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

COUNTY OF DuPAGE

HEY AND ASSOCIATES, INC.

Deborah A. Conroy, Chair
DuPage County Board

Signature

Print Name

Title

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

EXHIBIT A
Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
8755 WEST HIGGINS ROAD, SUITE 835
CHICAGO, ILLINOIS 60631
PHONE (773) 693-9200
FAX (847) 740-2888

Project Scope by Work Order

- 1. Prepare Plans and Contract Documents for the 2026-2028 Landscape and Vegetation Maintenance Projects**
 - We will prepare plans, specifications, and estimates for future landscape and maintenance contracts.
- 2. Resident Engineer services of Landscape and Vegetation Maintenance Contracts**
 - Including: Inspection of existing plant material; prepare work orders for Landscape and Vegetation Maintenance Contracts; document completion of said work orders; prepare change orders; and review and submit contractor pay estimates.
- 3. Update Highway Right-of-Way Planting Guidelines**
- 4. Conduct tree risk assessments, tree surveys and/or other plant and vegetation identification studies.**
 - Note that while we may render an opinion on tree risk, tree risk assessment was not part of the original SoQ. Hey and Associates has arborists on staff, but none that are TRAQ certified. If an official tree risk assessment is required, a TRAQ certified arborist sub consultant would be needed.
- 5. Provide professional assistance, reviews, advice and training regarding landscape planting, care, maintenance, pest control of trees, shrubs, ground cover and grasses etc.**
- 6. Update maps and landscape plans.**
 - Update plant species information and location with each work order.
 - Comprehensive map and landscape plan update as a separate work order.
- 7. Meetings and Coordination as Requested.**

EXHIBIT B

DELIVERABLES

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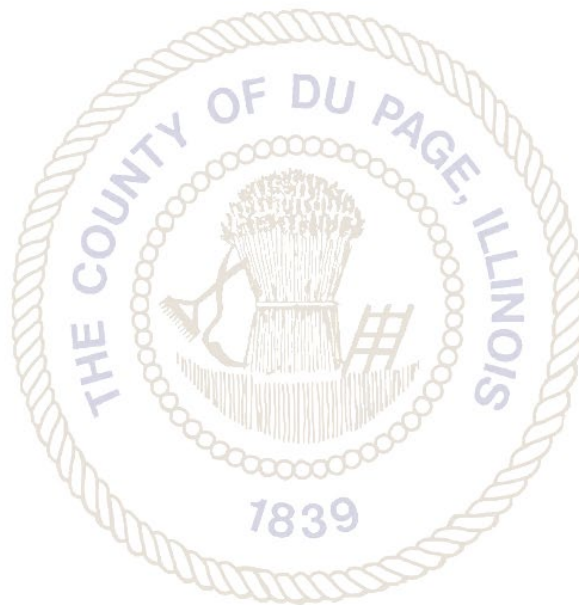


EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Hey and Associates, Inc.
PROJECT: 24-LNDSCP-07-EG

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
LANDSCAPE ARCHITECT 1	\$32.00	\$37.00	
LANDSCAPE ARCHITECT 2	\$34.00	\$40.00	
LANDSCAPE ARCHITECT 3	\$36.00	\$42.00	
LANDSCAPE ARCHITECT 4	\$38.00	\$47.00	
LANDSCAPE ARCHITECT 5	\$44.00	\$56.00	
LANDSCAPE DESIGNER	\$30.00	\$40.00	
SENIOR LANDSCAPE ARCHITECT	\$55.00	\$72.00	
CIVIL ENGINEER 1	\$31.00	\$39.00	
CIVIL ENGINEER 2	\$34.00	\$43.00	
CIVIL ENGINEER 3	\$36.00	\$45.00	
CIVIL ENGINEER 4	\$40.00	\$49.00	
CIVIL ENGINEER 5	\$46.00	\$57.00	
SENIOR CIVIL ENGINEER	\$53.00	\$63.00	
ENVIRONMENTAL SCIENTIST 1	\$20.00	\$25.00	
ENVIRONMENTAL SCIENTIST 2	\$23.00	\$30.00	
ENVIRONMENTAL SCIENTIST 3	\$27.00	\$40.00	
ENVIRONMENTAL SCIENTIST 4	\$37.00	\$45.00	
ENVIRONMENTAL SCIENTIST 5	\$43.00	\$50.00	
SENIOR PROJECT SCIENTIST	\$48.00	\$65.00	
CAD TECHNICIAN	\$26.00	\$35.00	
GIS SPECIALIST	\$26.00	\$35.00	
EXECUTIVE ADMINISTRATOR	\$35.00	\$52.00	
ACCOUNTING ADMINISTRATOR	\$25.00	\$35.00	
OFFICE ADMINISTRATOR	\$25.00	\$35.00	
ENVIRONMENTAL INTERN	\$20.00	\$35.00	
ENGINEERING TECHNICIAN 1	\$26.00	\$35.00	
ENGINEERING TECHNICIAN 5	\$32.00	\$45.00	
FIELD SERVICES MANAGER	\$45.00	\$60.00	
SESC SPECIALIST	\$40.00	\$60.00	
ENVIRONMENTAL SERVICES MGR	\$45.00	\$60.00	
PRINCIPAL CIVIL ENGINEER	\$65.00	\$80.00	
SR PRINCIPAL CIVIL ENGINEER	\$70.00	\$86.00	
SR PRINCIPAL ECOLOGIST	\$65.00	\$80.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Date: 10/16/2024

Jeffrey A. Wickenkamp

 Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, 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.

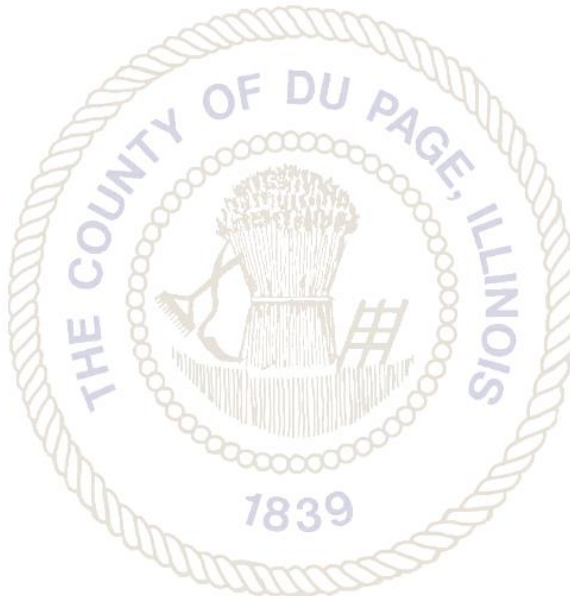


EXHIBIT D
DU PAGE COUNTY DIVISION OF
TRANSPORTATION CONSULTANT STAFF
CHANGE NOTIFICATION

The Consulting Firm: _____

hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to reassign staff for the following project:

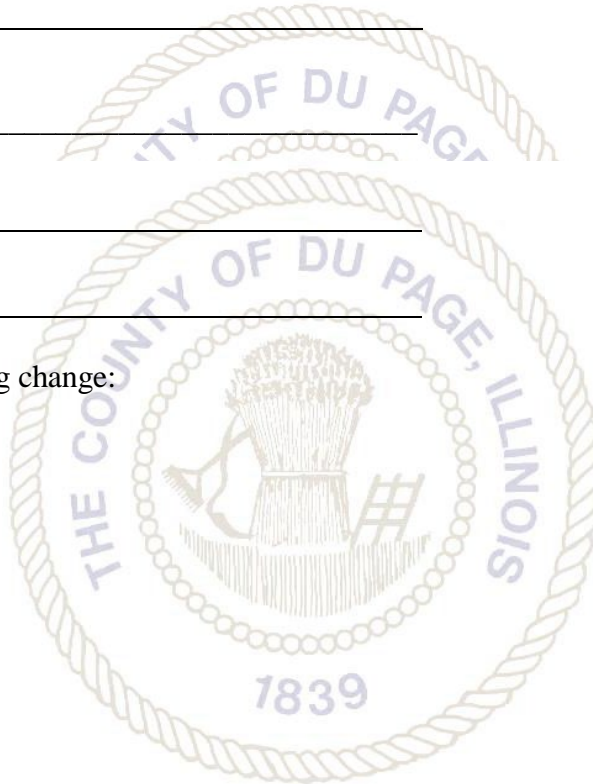
Section No. _____

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed new personnel: _____

(attach resume)

Transition Plan: provide an outline of the steps that the CONSULTANT will take to ensure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Hey and Associates		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date _____		

Consultant
Hey and Associates

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input checked="" type="checkbox"/>		\$0.67	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input checked="" type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Tolls	Actual cost	<input checked="" type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$0.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific



Required Vendor Ethics Disclosure Statement

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

Date: 10/07/2024

Bid/Contract/PO #: 24-LDSCP-07-EG

Company Name: <u>Hey and Associates, Inc.</u>	Company Contact: <u>Jeffrey A. Wickenkamp</u>
Contact Phone: <u>847-740-0888</u>	Contact Email: <u>vol@heyassoc.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

Jeffrey A. Wickenkamp

Title

President

Date

10/07/2024

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



Grant Proposal Notifications

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

File #: 24-2817

Agenda Date: 11/5/2024

Agenda #: 9.C.1.



Grant Proposal Notification

GPN Number: 040-24
(Completed by Finance Department)

Date of Notification: 10/16/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 11/05/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 08/28/2024
(MM/DD/YYYY)

Name of Grant: CDBG Neighborhood Investment Grant

Name of Grantor: Community Development Commission

Originating Entity: US Housing and Urban Development (HUD)
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: John Loper, Chief Transportation Planner, x 6882
(Name, Title, and Extension)

Parent Committee: Transportation Committee

Grant Amount Requested: \$ 500,000.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☒ Yes ☐ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 14.218 If State, provide CSFA: _____



Grant Proposal Notification

1. Justify the department's need for this grant.

DuDOT proposes to build a sidewalk and lighting system along 91st Street in unincorporated Downers Grove Township. The proposed facility addresses safety concerns for children and families in a disadvantaged community with persistent poverty and transportation obstacles. DuDOT is funding engineering and right of way acquisition (if needed) and is seeking approximately 1/2 of estimated construction cost of the project.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Community Well-being: project addresses access to family services, food pantry, school, after school programs and engagement programs. This, being a diverse demographic and economic community, access to programs, food sources and medical supplies is critical.

Safe Community - this project provides a sidewalk and lighting along 91st Street. The community currently must use the shoulder of the road - a high speed collector with ~5,000 vehicles per day - to walk and bike to local land uses. Over 100 individuals use the shoulder of the road daily to traverse the half mile section of road. Project provides safe passage in the right of way, with ADA accommodations and pedestrian lighting.

3. What is the period covered by the grant?

01/01/2025 to: 12/31/2026
(MM/DD/YYYY) (MM/DD/YYYY)

- 3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. _____ and _____
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No)

Yes

- 4.1. If yes, please identify the Company-Accounting Unit used for the funding

1500-3500

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No
- 6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.
- 6.1.1. Total salary _____ Percentage covered by grant _____
- 6.1.2. Total fringe benefits _____ Percentage covered by grant _____
- 6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____
- 6.1.3.1. If yes, which ones are disallowed?
- 6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?
- 6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No
- 6.2.1. If yes, how many new positions will be created?
- 6.2.1.1. Full-time _____ Part-time _____ Temporary _____
- 6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)
- 6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)	No
6.3.1. If yes, please answer the following:	
6.3.1.1. How many years beyond the grant term?	_____
6.3.1.2. What Company-Accounting Unit(s) will be used?	_____
6.3.1.3. Total annual salary	_____
6.3.1.4. Total annual fringe benefits	_____
7. Does the grant allow for direct administrative costs? (Yes or No)	No
7.1. If yes, please answer the following:	
7.1.1. Total estimated direct administrative costs for project	_____
7.1.2. Percentage of direct administrative costs covered by grant	_____
7.1.3. What percentage of the grant total is the portion covered by the grant	_____
8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?	100%
9. Are matching funds required? (Yes or No):	No
9.1. If yes, please answer the following:	
9.1.1. What percentage of match funding is required by granting entity?	0
9.1.2. What is the dollar amount of the County's match?	\$74,800.00



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	<u>1500-3500</u>
10. What amount of funding is already allocated for the project?	<u>\$500,000.00</u>
10.1. If allocated, in what Company-Accounting Unit are the funds located?	<u>1500-3500</u>
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	<u>Yes</u>
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	<u>\$1,074,800.00</u>



Development Change Order with Resolution

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

File #: DC-CO-0002-24

Agenda Date: 11/5/2024

Agenda #: 12.A.

AMENDMENT TO COUNTY CONTRACT 6693-0001 SERV
ISSUED TO ACCELA, INC.
FOR THE EXTENSION OF SUBSCRIPTION OF VELOSIMO SOFTWARE INTEGRATION AND
INCREASE OF ENCUMBRANCE
FOR BUILDING & ZONING, STORMWATER MANAGEMENT, DIVISION OF TRANSPORTATION AND
PUBLIC WORKS
(EXTEND TO JUNE 22, 2025 AND INCREASE ENCUMBRANCE \$18,526.83, 60.51%)

WHEREAS, County Contract 6693-0001-SERV was approved by the DuPage County Board on December 1, 2023; and

WHEREAS, the Development Committee recommends changes as stated in the Change Order Request to County Contract 6693-0001 SERV, issued to Accela, Inc., for Building & Zoning, Stormwater Management, Division of Transportation and Public Works, to extend the contract to June 22, 2025 and increase the contract in the amount of \$18,526.83, resulting in an amended contract total of \$49,144.83, an increase of 60.51%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopt the Change Order Notice to County Contract 6693-0001 SERV, issued to Accela, Inc., to extend the contract for the subscription to the Velosimo software to June 22, 2025 and increase the contract in the amount of \$18,526.83, resulting in an amended contract total of \$49,144.83, an increase of 60.51%.

Enacted and approved this 12th day of November, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Dev 11/5
FI+CB 11/12



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 29, 2024

MinuteTraq (IQM2) ID #:

Purchase Order #: 6693-0001 SERV	Original Purchase Order Date: Dec 1, 2023	Change Order #: 1	Department: Building & Zoning
Vendor Name: Accela Inc		Vendor #: 23818	Dept Contact: Marla Flynn
Background and/or Reason for Change Order Request:	To extend the contract expiration date to 6/22/2025 so that it will coincide with all renewals per Vendor's terms and increase the contract in the amount of \$18,526.83 to cover the extension.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$30,618.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$30,618.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$18,526.83
E	New contract amount (C + D)	\$49,144.83
F	Percent of current contract value this Change Order represents (D / C)	60.51%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	60.51%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☒ Increase (greater than 29 days) contract expiration from: Nov 30, 2024 to: Jun 22, 2025
- ☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source See "Other" below
- ☐ OTHER - explain below:

1100-2810-53806 - \$4,631.71, 1600-3000-53806 - \$4,631.71, 1500-3500-53806 - \$4,631.71, 2000-2665-53806 - \$4,631.70

<i>mar</i>	X6789	Oct 29, 2024	<i>DRB</i>	X6143	10/31/24
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
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: Oct 29, 2024

File ID #:

Purchase Order #: 6693-0001SERV

Requesting Department: Building & Zoning	Department Contact: Marla Flynn
Contact Email: Marla.Flynn@dupagecounty.gov	Contact Phone: X6789
Vendor Name: Accela Inc	Vendor #: 23818

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

To extend current contract expiration date from 11/30/24 to 6/22/25 and increase the amount \$18,526.83 to cover extension of contract.

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

Vendor is requesting all contracts be co-termed with other annual agreements. This change order would put this contract in line with other agreement terms.

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

Subscription is necessary for software integration between Accela on-line permitting software and Bluebeam plan review software.

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

- 1) Approve change order so that the permitting software and the plan review software can be integrated.
- 2) Don't approve and software cannot be used as an integrated program.

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.

FY2025:
1100-2810-53806 - \$4,631.71
1600-3000-53806 - \$4,631.71
1500-3500-53806 - \$4,631.71
2000-2665-53806 - \$4,631.70