



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, March 19, 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. [24-0950](#)

DuPage County Transportation Committee Minutes-Tuesday March 5, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0019-24](#)

Recommendation for the approval of a contract purchase order to Peterbilt Illinois, d/b/a JX Truck Center, Elmhurst, to furnish and deliver Cummins engine repair and replacement parts, as needed, for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025, for a contract total not to exceed \$60,000; per lowest responsible bid 24-010-DOT.

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

6.B. [DT-P-0020-24](#)

Recommendation for the approval of a contract to Superior Asphalt Materials, LLC, to furnish and deliver bituminous paving materials and UPM bituminous cold patch, as needed, for the Division of Transportation, for the period April 1, 2024 through March 31, 2025, for a contract total not to exceed \$65,000; per lowest responsible bid # 24-016-DOT.

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

6.C. [DT-P-0021-24](#)

Recommendation for the approval of a contract to Terra Engineering, Ltd., for Traffic Study Engineering Services for the DuPage County Trail System, Section 24-DCTRP-01-EG, for a contract total not to exceed \$74,192.36, for the period March 26, 2024 through November 30, 2024. 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.

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

6.D. [DT-P-0022-24](#)

Recommendation for the approval of a contract to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, to install seven (7) Vertical Rise Vehicle Lifts, for the Division of Transportation, for a contract total not to exceed \$769,491.10, for the period March 26, 2024 through November 30, 2025. Per 55 ILCS 5/5-1022(c) "not suitable to competitive bids". (Sole Source - factory trained and authorized installer.)

Discussion held.

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

6.E. [DT-P-0023-24](#)

Recommendation for the approval of a contract to Mohawk Lifts, LLC, to furnish and deliver seven (7) Vertical Rise Vehicle Lifts, for the Division of Transportation, for the period of March 26, 2024 through April 13, 2025, for a contract total not to exceed \$1,961,023.12. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract #013020-MRL).

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

7. CHANGE ORDERS

7.A. [24-0892](#)

DT-P-0052A-23 – Amendment to Resolution DT-P-0052-23, issued to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed for the Division of Transportation, to increase the encumbrance in the amount of \$35,000 and extend the current contract through June 30, 2024, resulting in an amended contract total amount of \$185,000, an increase of 23.33%. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract # 19101).

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

7.B. [24-0907](#)

DT-P-0211D-19 - Amendment to Resolution DT-P-0211C-19, issued to Civiltech Engineering, Inc. to provide Professional Preliminary Engineering Services for improvements to CH 2/Belmont/Finley Road at Ogden Avenue and CH 2/Cross Street at Ogden Avenue, Section 19-00173-06-CH, to increase the funding in the amount of \$146,057.22, resulting in an amended contract total amount of \$462,353.26, an increase of 46.18% and a cumulative increase of \$203,186.09, 78.40%.

Discussion held.

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

8. AWARDING RESOLUTIONS

8.A. [DT-R-0013-24](#)

Awarding resolution issued to Maneval Construction Company, Inc., for the DuPage County Fairgrounds parking lot Improvements, for an estimated County cost of \$527,344.90, per lowest responsible bid.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog

SECONDER: Liz Chaplin

8.B. [DT-R-0014-24](#)

Awarding resolution issued to Superior Road Striping, Inc., for the 2024 Pavement Marking Maintenance Program, Section 24-PVMKG-12-GM, for an estimated County cost of \$470,795.68, per lowest responsible bid.

Discussion held.

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

9. **RESOLUTIONS**

9.A. [DT-R-0015-24](#)

Grant of Dedication from the County of DuPage to the City of West Chicago, Local Government Property Transfer Act 50 ILCS 605/0.01et seq.

RESULT: APPROVED AT COMMITTEE
MOVER: Mary Ozog
SECONDER: Liz Chaplin

10. **OLD BUSINESS**

No old business was discussed.

11. **NEW BUSINESS**

No new business was discussed.

12. **ADJOURNMENT**

A motion was made by Chair Ozog and seconded by Member Chaplin to adjourn the meeting at 10:12 AM. The motion carried on roll call, all “ayes”.



Minutes

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

File #: 24-0950

Agenda Date: 3/19/2024

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, March 5, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-0792](#)

DuPage County Transportation Committee Minutes-Tuesday February 20, 2024.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS

6.A. [24-0803](#)

Recommendation for the approval of a contract purchase order to Harris Govern, for annual software maintenance and support services, as needed, for the period of April 1, 2024 through March 31, 2025, for Building & Zoning (\$10,702), Division of Transportation (\$6,421), and Public Works (\$2,140), for a contract total amount not to exceed \$19,263. Per 55 ILCS 5/5-1022 (c) not suitable for competitive bids. (Sole Source - Support for Govern System.)

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [24-0816](#)

Recommendation for the approval of a contract to Hopkins Ford of Elgin, Inc., to furnish and deliver hybrid transmission parts and repair services, as needed for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025, for a contract total not to exceed \$15,000; per lowest responsible bid # 24-015-DOT.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.C. [24-0817](#)

Recommendation for the approval of a contract to King Transmission Co., Inc., to furnish and deliver transmission parts and repair services, as needed for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025, for a contract total not to exceed \$15,000; per lowest responsible bid # 24-015-DOT.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.D. [24-0818](#)

Recommendation for the approval of a purchase order to Bauman Trailer Sales & Towing, Inc. to furnish and deliver (one) 1 Air-tow US10-55 trailer, for the Division of Transportation, to be delivered between March 5, 2024 through November 30, 2024, for a contract not to exceed \$16,890, per lowest responsible quote #CO-0000197.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.E. [FM-P-0012-24](#)

Recommendation for the approval of a contract to A&P Grease Trappers, Inc., for sanitary, grease trap and storm basin pumping, jetting, and cleaning, as needed for the County campus, for Facilities Management, for the period of April 14, 2024 through April 13, 2025, for a total contract amount not to exceed \$82,750, per renewal option under bid award #21-017-FM, third and final option to renew. (\$60,000 for Facilities Management, \$5,200 for Animal Services, and \$17,550 for the Division of Transportation).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog

SECONDER: Liz Chaplin

6.F. [PW-P-0006-24](#)

Recommendation for the approval of a contract to Sheffield Safety & Loss Control, LLC, for Safety Program Manager Services, for the period of April 1, 2024 to March 31, 2025, for a total contract amount not to exceed \$100,000 (Public Works \$25,000, Facilities Management \$25,000, Transportation \$25,000, and Stormwater \$25,000), per renewal option under bid #21-064-PW, first and final option to renew.

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

6.G. [DT-P-0015-24](#)

Recommendation for the approval of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period of April 1, 2024 through March 31, 2025, for a contract total not to exceed \$1,750,000 (Division of Transportation \$1,000,000/Public Works \$750,000); per renewal option under bid award # 23-011-DOT, first of three renewals.

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

6.H. [DT-P-0016-24](#)

Recommendation for the approval of a contract to Standard Equipment Company, to furnish and deliver one (1) 2024 International HV607 Vactor Chassis with 2100i Sewer Cleaner, for the Division of Transportation, for the period of March 5, 2024 to November 30, 2024, for a contract total not to exceed \$599,660; Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract #101221-VTR).

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Mary Ozog
SECONDER: Lucy Evans

6.I. [DT-P-0017-24](#)

Recommendation for the approval of a contract to Stanley Consultants, Inc., to provide Professional Construction Engineering Services for CH 3/Warrenville Road over the East Branch of the DuPage River, Section # 14-00124-04-BR, for the Division of Transportation, for the period of March 12, 2024 through November 30, 2025, for a contract total not to exceed \$801,990. Professional Services (Architects, Engineers & 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. (County to be reimbursed \$633,736).

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

6.J. [DT-P-0018-24](#)

Recommendation for the approval of a contract to HDR Engineering, Inc., for Professional Concept Development Engineering Services for the CH 11/Army Trail Road at Munger Intersection Improvements, Section 23-00240-11-CH, for the period of March 12, 2024 through November 30, 2025, for a contract total not to exceed \$171,926.78. 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.

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

7. RESOLUTIONS

7.A. [DT-R-0009-24](#)

Adoption of a resolution stating the County’s stance on the Complete Streets design criteria for the improvements at the intersection of Illinois Route 53 at 75th Street.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.B. [DT-R-0012-24](#)

Joint Funding Agreement for construction work between the County of DuPage and the Illinois Department of Transportation for CH 3/Warrenville Road over the East Branch of the DuPage River-Section #14-00124-04-BR (Estimated County cost \$1,507,432.00).

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

8. AMENDING RESOLUTIONS

8.A. [24-0815](#)

DT-R-0178B-21 Amendment to Resolution DT-R-0178A-21 Intergovernmental Agreement between to County of DuPage and the Village of Lisle for improvements along CH 3/Warrenville Road and the replacement of the bridge over the east branch of the DuPage River; to correct a scrivener's error (County to be reimbursed \$414,238).

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

9. INTERGOVERNMENTAL AGREEMENTS

9.A. [DT-R-0010-24](#)

Intergovernmental Agreement between the County of DuPage and the City of Wheaton for improvements of the City-owned property adjoining the DuPage County Government Campus. (No County cost).

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

9.B. [DT-R-0011-24](#)

Intergovernmental Agreement between the County of DuPage and Addison Township Road District, for the Addison Township 2024 Road Maintenance Program, Section 22-03000-01-GM. (No County cost)

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Sam Tornatore

10. PRESENTATION

10.A. [24-0813](#)

CMAP Butterfield Road Corridor Plan.

Chicago Metropolitan Agency for Planning's Senior Planner, Katie Piotrowska, gave a brief presentation on the results of the Butterfield Road Corridor Study. The plan will focus on transportation, economic development, housing & livability and parks & open spaces. Through a variety of community outreach, the themes which were most prevalent have been represented in CMAP's future goals. These goals are to support multi-modal transportation choices along the corridor, to maintain quality of life for the corridor's residents and ensure access to businesses and jobs, to ensure that the Butterfield Road corridor is resilient to changing commercial and office market conditions and to ensure that residents and employees of the corridor have access to parks and green space.

Discussion held.

11. OLD BUSINESS

County Engineer/Acting Director of Transportation, Bill Eidson, gave a project status update on a few of this year's construction projects which will be postponed until next year. These include the Bloomingdale Road bridge, Volunteer bridge and 2 drainage projects. These will be replaced with some resurfacing projects from next year's list of projects. There are also some right-of-way needs to be addressed, as well.

12. NEW BUSINESS

Member Zay requested Bill Eidson reach out to IDOT for an update regarding a possible traffic signal installation on Rt. 38/Roosevelt Road, near County Farm Road.

Discussion held.

13. ADJOURNMENT

A motion was made by Chair Ozog and seconded by Member Chaplin to adjourn the meeting at 10:37 AM. The motion was carried on roll call all "ayes", motion carried.



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0019-24

Agenda Date: 3/19/2024

Agenda #: 23.D.

AWARDING RESOLUTION
ISSUED TO PETERBILT ILLINOIS
D/B/A JX TRUCK CENTER, ELMHURST
TO FURNISH AND DELIVER
CUMMINS ENGINE REPAIR AND REPLACEMENT PARTS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$60,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Peterbilt Illinois, d/b/a JX Truck Center, Elmhurst to furnish and deliver Cummins engine repair and replacement parts for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Cummins engine repair and replacement parts for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025, is hereby approved for issuance to Peterbilt Illinois, d/b/a JX Truck Center, Elmhurst, 216 W. Diversey Avenue, Elmhurst, Illinois 60677, for a contract total not to exceed \$60,000.00, per lowest responsible bid 24-010-DOT.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #24-010-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$60,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/19/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$240,000.00
	CURRENT TERM TOTAL COST: \$60,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Peterbilt Illinois d/b/a JX Truck Center - Elmhurst	VENDOR #: 24920	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Patrick Stearns	VENDOR CONTACT PHONE: 630-516-3560	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: pstearns@jxe.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-19	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to JX Truck Center to furnish and deliver Cummins Engine repair and replacement parts, for a contract total not to exceed \$60,000.00, per low bid #24-010-DOT. This contract is subject to three one-year renewals upon mutual agreement by both parties. - Manufacturer's Price List (-28%).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide Cummins Engine repair and replacement parts required for the repair and maintenance of County owned and operated vehicles and equipment.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: JX Truck Center - Elmhurst	Vendor#: 24920	Dept: Division of Transportation	Division: Accounts Payable
Attn: Patrick Stearns	Email: pstearns@jxe.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 216 West Diversey Avenue	City: Elmhurst	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60126	State: IL	Zip: 60187
Phone: 630-516-3560	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: JX Enterprises Inc.	Vendor#: 24920	Dept: Division of Transportation	Division: Fleet
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: PO Box 713113	City: Chicago	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60677-0313	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2024	Contract End Date (PO25): Mar 31, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Cummins Engine repair and replacement parts	FY24	1500	3520	52250		40,000.00	40,000.00
2	1	EA		Cummins Engine repair and replacement parts	FY25	1500	3520	52250		20,000.00	20,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 60,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Cummins Engine repair and replacement parts for DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Patrick Stearns, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 CUMMINS ENGINE REPAIR & REPLACEMENT PARTS 24-010-DOT
 BID TABULATION

✓

NO.	ITEM	VALUE OF PARTS	Peterbilt Illinois d/b/a JX Truck Center - Elmhurst		Cummins Inc. d/b/a Cummins Sales and Service	
			% OF ADJUSTMENT (-, +)	EXTENDED PRICE	% OF ADJUSTMENT (-, +)	EXTENDED PRICE
1	Manufacturer's Cost Price List	\$50,000.00	(-28%)	\$36,000.00	(-13%)	\$43,500.00
GRAND TOTAL				\$36,000.00		\$43,500.00

NOTES

Bid Opening 02/20/2024 @ 2:30 PM	DW, BR
Invitations Sent	56
Total Vendors Requesting Documents	2
Total Bid Responses	2

SECTION 6 - BID FORM PRICING

Any value shown is estimated only and is provided for bid canvassing purposes. Orders will be placed on an as-needed basis with quantities specified at the time orders are placed. Contractor will provide either a Firm mark-up or discount to manufacture list prices. All parts pricing shall be FOB (freight pre-paid) and delivered to 180 N. County Farm Road, Wheaton, IL 60187.

In the Percentage From Suggested List Price field, include (+) or (-) with the amount. Example: +5% or -5%.

DESCRIPTION	VALUE OF PARTS	PERCENTAGE (+ or -) FROM SUGGESTED LIST PRICE	TOTAL NET COST WITH DISCOUNT OR MARK-UP
Manufacturer's Cost Price List	\$50,000	-28%	\$36000

SECTION 7 - BID FORM SIGNATURE PAGE

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

X **Signature on File**
Regional Outside Sales Manager

(Signature and Title)

CORPORATE SEAL (If available)

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

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

My Commission Expires:
(Notary Public)

SEAL

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	JX Truck Center Elmhurst	NAME	JX Enterprises Inc.
CONTACT	Patrick Stearns	CONTACT	
ADDRESS	216 W Diversey Ave.	ADDRESS	BOX 713113
CITY ST ZIP	Elmhurst, IL 60126	CITY ST ZIP	Chicago, IL 60677-0313
TX	630-516-3560	TX	262-513-6450
FX		FX	
EMAIL	pstearns@jxe.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6892		DuPage County Division of Transportation Attn: William Bell 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6927	

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



Required Vendor Ethics Disclosure Statement

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

Date: Feb 14, 2024

Bid/Contract/PO #: 24-010-DOT

Company Name: Peterbilt Illinois - Chicago dba JX Truck Center	Company Contact: Patrick Stearns
Contact Phone: 630-972-2726	Contact Email: pstearns@jxe.com

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

- 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

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

- 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

Add Line	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
x			

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:

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 Richard C. Yezzi, Jr.

Title Vice President of Operations

Date Feb 14, 2024

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0020-24

Agenda Date: 3/19/2024

Agenda #: 23.E.

AWARDING RESOLUTION
ISSUED TO SUPERIOR ASPHALT MATERIALS, LLC
TO FURNISH AND DELIVER BITUMINOUS PAVING MATERIALS
AND UPM COLD PATCH AS NEEDED
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$65,000.00)

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

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Superior Asphalt Materials, LLC, to furnish and deliver Bituminous paving materials and UPM Bituminous Cold Patch, as needed, for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Bituminous paving materials and UPM Bituminous Cold Patch, as needed, for the Division of Transportation, for the period of April 1, 2024 through March 31, 2025, is hereby approved for issuance to Superior Asphalt Materials, LLC, 216 E. Butterfield Road, North Aurora, IL 60542, for a contract total not to exceed \$65,000.00; per lowest responsible bid 24-016-DOT.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #24-016-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$65,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/19/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$260,000.00
	CURRENT TERM TOTAL COST: \$65,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Superior Asphalt Materials LLC	VENDOR #: 23028	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Beth Conley	VENDOR CONTACT PHONE: 630-892-4357	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: bethc@superiorasphaltmaterials.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-22	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT is requesting a purchase order to Superior Asphalt, to provide UPM Cold Patch on as-needed basis. Effective April 1, 2024 through March 31, 2025. A contract total not to exceed \$65,000, per low bid #24-016-DOT. This contract is subject to three (3) one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide bituminous paving UPM cold patch throughout DuPage County roads and trail system.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Superior Asphalt Materials LLC	Vendor#: 23028	Dept: Division of Transportation	Division: Accounts Payable
Attn: Beth Conley	Email: bethc@superiorashpaltmaterials.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 216 E. Butterfield Road	City: North Aurora	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60542	State: IL	Zip: 60187
Phone: 630-699-5962	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Superior Asphalt Materials LLC	Vendor#: 23028	Dept: Division of Transportation	Division: Highway Mtc.
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov
Address: PO Box 998	City: Aurora	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60507	State: IL	Zip: 60187
Phone: 630-892-4357	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2024	Contract End Date (PO25): Mar 31, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		UPM Cold Patch	FY24	1500	3510	52270		32,500.00	32,500.00
2	1	EA		UPM Cold Patch	FY25	1500	3510	52270		32,500.00	32,500.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 65,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver UPM Cold Patch for the DOT on as-needed basis.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Beth Conley, Jason Walsh, David Koehler and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 UPM BITUMINOUS COLD PATCH 24-016-DOT
 BID TABULATION



NO.	ITEM	UOM	QTY	Superior Asphalt Materials		Builders Asphalt	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	UPM Bituminous Cold Patch Material	TONS	400	\$ 161.50	\$ 64,600.00	\$ 164.90	\$ 65,960.00
GRAND TOTAL					\$ 64,600.00		\$ 65,960.00

NOTES

Bid Opening 02/27/2024 @ 2:30 PM	NE, BR
Invitations Sent	14
Total Vendors Requesting Documents	2
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

Quantities listed are canvassing quantities. Goods shall be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	UPM Bituminous Cold Patch Material	TONS	400	\$ 161. ⁵⁰	\$ 64,600. ⁰⁰
GRAND TOTAL					\$ 64,600. ⁰⁰
GRAND TOTAL (In words)		Sixty four thousand six hundred + ⁵⁰ / ₁₀₀ Dollars			

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File

X

CASS W. PRICE, VICE PRESIDENT

(Signature and Title)

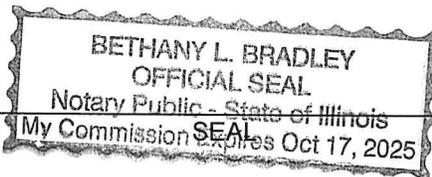
CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 23rd day of February AD, 20 24

Signature on File

My Commission Expires: 10-17-2025



SECTION 9 - MANDATORY FORM
UPM BITUMINOUS COLD PATCH 24-016-DOT
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Superior Asphalt Materials		
Main Business Address	216 E Buckenfield Rd.		
City, State, Zip Code	North Aurora, Ill. 60542		
Telephone Number	630-892-4357	Email Address	betnc@superiorasphaltmaterials.com
Bid Contact Person	Beth Conley		

The undersigned certifies that he is:

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

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

(President or Partner)

Cass Price
(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

Addenda No. __, ____, ____, and ____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Superior Asphalt materials	NAME	Superior Asphalt materials
CONTACT	Beth Conley	CONTACT	Beth Conley
ADDRESS	PO Box 998	ADDRESS	PO Box 998
CITY ST ZIP	Aurora, IL 60507	CITY ST ZIP	Aurora, IL 60507
TX	630-699-5962 Cell	TX	630-892-4351
FX	630-892-7738	FX	630-892-7738
EMAIL	bethc@superiorasphalt materials.com	EMAIL	bethc@superiorasphalt materials.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6892		DuPage County Division of Transportation 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6927	

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

(FREIGHT INCLUDED IN PRICE)



Required Vendor Ethics Disclosure Statement

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

Date: 2/23/24

Bid/Contract/PO #: 24-016-DOT

Company Name: <u>Superior Asphalt Materials</u>	Company Contact: <u>Beth Conley</u>
Contact Phone: <u>630-691-5162</u>	Contact Email: <u>bethc@superiorasphaltmaterials.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

// John Miller

Title

Treasurer

Date

Feb. 23, 2024

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0021-24

Agenda Date: 3/19/2024

Agenda #: 23.F.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND TERRA ENGINEERING, LTD. FOR
TRAFFIC STUDY ENGINEERING SERVICES
SECTION 24-DCTRP-01-EG
(CONTRACT TOTAL NOT TO EXCEED \$74,192.36)

WHEREAS, the County of DuPage (hereinafter referred to as 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 Traffic Study Engineering Services for the DuPage County Trail System, Section 24-DCTRP-01-EG; and

WHEREAS, Terra Engineering, Ltd. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Traffic Study Engineering Services, and is willing to perform the required services for an amount not to exceed \$74,192.36; 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 the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Terra Engineering, Ltd. be hereby accepted and approved for a contract total not to exceed \$74,192.36 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Terra Engineering, Ltd., 257 Marshall Avenue, Suite 6, St. Louis, Missouri 63119, by and through the Division of Transportation.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$74,192.36
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/19/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$74,192.36
	CURRENT TERM TOTAL COST: \$74,192.36	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Terra Engineering Ltd.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Chris Hutchinson	VENDOR CONTACT PHONE: 314-614-2410	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: chutchinson@terraengineering.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Engineering Services to provide trail user counts for the DuPage Trail System and complementary systems. Section #24-DCTRP-01-EG, through November 30, 2024.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation is in need of professional engineering services to provide trail user counts for the DuPage Trail System (Illinois Prairie Path, Great Western Trail, Southern DuPage Trail) and complementary systems. DuPage County is responsible for the maintenance of its trail system and the safety of its users. The counts will provide a baseline for the DOT to understand user frequency, risk at highway crossings, and mode choice across the county trail system.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Request for Proposal was posted on the DuPage County QBS website. Proposals were received from 5 firms. 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, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Terra Engineering Ltd. 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 Terra Engineering Ltd. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Terra Engineering Ltd., 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: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Terra Engineering Ltd.	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 357 Marshall Avenue, Suite 6	City: St. Louis	Address:	City:
State: MO	Zip: 63119	State:	Zip:
Phone: 314-614-2410	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 26, 2024	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Kathleen Black Curcio			

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-DCTRP-01-EG (FY24)	FY24	1500	3500	54040	TRAILS_CO UNT	74,196.32	74,196.32
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 74,196.32

Comments

HEADER COMMENTS	Provide comments for P020 and P025. Professional Engineering Services to provide trail user counts for the DuPage Trail System and complementary systems. Section #24-DCTRP-01-EG, through November 30, 2024.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue Notice to Proceed upon CB approval. Do not send PO to the Consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Copy of PO sent to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
And TERRA ENGINEERING, LTD.
For TRAFFIC STUDIES ENGINEERING SERVICES
DUPAGE COUNTY TRAIL SYSTEM USER COUNTS

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 Terra Engineering, Ltd., licensed to do business in the State of Illinois, with offices at 357 Marshall Avenue, Suite 6, St. Louis, Missouri 63119, (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional traffic studies engineering services to provide data collection of bicyclists, pedestrians and other travel modes for DuPage County Trail System User Counts (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional traffic studies engineering services and is willing to perform the required services for an amount not to exceed \$74,192.36; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation 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 the PROJECT 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 according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when/if 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 groups and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

- 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, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A, B 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 as referenced in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2024 unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on/or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Director directs, the deliverables specified in Exhibit A 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 \$74,192.36. 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 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 PROJECT.
- 7.3.a. 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;
 - (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. 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. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status.

The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be

made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

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

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the

COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or

33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2),** the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2024 or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

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:

Terra Engineering Ltd.
357 Marshall Avenue, Suite 6
St. Louis, Missouri 63119
ATTN: Chris Hutchinson, PE, PTOE
Phone: 314.614.2410
Email: chutchinson@terraengineering.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: William C. Eidson, PE
Acting Director of Transportation/County Engineer
Phone: 630.407.6900
Email: William.eidson@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 the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

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: (Chris Hutchinson, Project Manager), shall 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 PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S

personnel. 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 PROJECT.

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

COUNTY OF DuPAGE

TERRA ENGINEERING, LTD

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Signature

Jamil Bou-Saab, P.E.
Print Name

Executive Vice President
Title

ATTEST BY:

ATTEST BY:

Signature on File

Jean Kaczmarek, County Clerk

Signature

Michelle Campbell
Print Name

Sr. Administrative Assistant
Title

February 13, 2024

John Loper
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
T: 630.407.6882
E: John.Loper@dupagecounty.gov

Re: DuPage County Trail System User Counts
24-DCTRP-01-EG
Various Locations throughout DuPage County
Proposal for Traffic Count Services

Dear John,

We are pleased to provide the following scope for the trail counts for twenty-two (22) pathway segments and fourteen (14) pathway junctions throughout the trail system in DuPage County in Illinois.

This fee proposal is based on our team's selection for the project and the Engineering Services Scoping meeting held on January 26, 2024, our email and phone conversations thereafter. This scope and fee includes coordination with you as required to provide the trail counts for the project. A specific list of scope of work and deliverables is listed below:

SCOPE OF WORK/ANTICIPATED DELIVERABLES

1. General

- A. Coordinate with the DuPage County as required.
- B. Provide Deliverables

2. Traffic Data Collection

- A. Field Investigation/Equipment Preparation:** TERRA will field verify all locations with respect to considerations for performing the counts in the most efficient and appropriate manner. TERRA will discuss the count schedule with DuPage County in order to verify locations, identify special needs, and to detail count locations.
 - i. TERRA's team will review the locations in the field to determine the optimal camera positions for each station. These approximate stations will be approximated within the Miovision system during the upload process to show the location and orientation of the unit.
 - ii. TERRA will place counters to ensure the stability of the camera at the mounting locations and that the camera will be able to record quality video.
 - iii. TERRA will use video units with GPS capabilities which will allow the locations to be monitored remotely to ensure video recordings are being completed properly.

B. Data Collection: TERRA will perform the intersection counts at thirty-six (36) total locations from 5:00 AM to 10:00 PM, on a typical weekend including counts on both Saturday and Sunday for a total of 34 hours at each location. Such counts will be completed using video recorders. These counts will be recorded in the field and then uploaded and processed to obtain trail system bicycle and pedestrian counts.

C. Count Locations: Trail counts will be collected at the following locations. It should be noted that the data will be collected using typical count procedures such as no work on days when a well-publicized threat of frozen precipitation has been forecast, on state-recognized holidays, nor during the times influenced by holidays. Data will be provided in both excel format as well as PDF format. Counts will also be output for format and mapping in the DuPage County GIS system. The planned locations to be collected are as follows:

1 Illinois Prairie Path (IPP)	Main Stem	W of I-290	Pathway
2 Illinois Prairie Path (IPP)	Main Stem	York St	Pathway
3 Illinois Prairie Path (IPP)	Main Stem	Monterey Ave	Junction
4 Illinois Prairie Path (IPP)	Main Stem	Villa Ave	Pathway
5 Illinois Prairie Path (IPP)	Main Stem	Westmore-Meyers R	Pathway
6 Illinois Prairie Path (IPP)	Elgin Branch	County Farm Rd	Junction
7 Illinois Prairie Path (IPP)	Elgin Branch	Smith Rd	Junction
8 Illinois Prairie Path (IPP)	Elgin Branch	Army Trail Rd	Pathway
9 Illinois Prairie Path (IPP)	Elgin Branch	E of Dunham Rd	Pathway
10 Illinois Prairie Path (IPP)	Aurora Branch	Eola Rd	Junction
11 Illinois Prairie Path (IPP)	Aurora Branch	Molitor Rd	Pathway
12 Illinois Prairie Path (IPP)	Batavia Spur	N of Bitler Rd	Pathway
13 Illinois Prairie Path (IPP)	Batavia Spur	Aurora Branch	Junction
14 Illinois Prairie Path (IPP)	Geneva Spur	SW of Winfield/Geneva	Junction
15 Illinois Prairie Path (IPP)	Geneva Spur	Kress Rd	Pathway
16 Illinois Prairie Path (IPP)	Geneva Spur	E of Kautz Rd	Pathway
17 Great Western Trail (GWT)		Swift Rd	Pathway
18 Great Western Trail (GWT)		Glen Ellyn Rd	Pathway
19 Great Western Trail (GWT)		Prince Crossing Rd	Pathway
20 Great Western Trail (GWT)		Sassafras Dr	Pathway
21 390 Bikeway		Wood Dale Rd/S Thorndale Rd	Pathway
22 390 Bikeway		IL 83/S Thorndale Rd	Pathway
23 Salt Creek Greenway Trail		31st St/York Rd	Junction
24 Salt Creek Greenway Trail		Prospect Rd at SC Marsh Ent	Pathway
25 Salt Creek Greenway Trail		Addison Road at Byron Ave	Pathway
26 Southern DuPage Regional Trail		E of US34/Ogden Ave	Junction
27 Southern DuPage Regional Trail		Plainfield-Naperville Rd	Pathway
28 Southern DuPage Regional Trail		75th St/Washington St	Pathway
29 Southern DuPage Regional Trail		Hobson Rd/Washington St	Junction
30 Southern DuPage Regional Trail		Hobson Road at Greene	Junction
31 Southern DuPage Regional Trail		75th St/Clarendon Hills Rd	Junction
32 Southern DuPage Regional Trail		IL 53 at 83rd Street	Pathway
33 Southern DuPage Regional Trail		83rd Street at Woodward Ave	Junction
34 Southern DuPage Regional Trail		Plainfield Road at Manning	Junction
35 Southern DuPage Regional Trail		Madison Street at 73rd St	Pathway
36 Southern DuPage Regional Trail		Clarendon Hills Road at 91st St	Junction

The above locations are the projected locations for the counts, although the locations can be modified to mutually agreed upon alternatives as necessary. Any locations where the video camera malfunctions will be rescheduled and recounts will be performed to ensure acceptable counts are obtained.

- D. **Data Report:** TERRA will produce a written report detailing the methods, procedures, locations and results of the trail count effort. This will include a picture of the camera setup, approximate location, count data and camera view from each location.

3. **SCHEDULE**

- A. **Count Schedule:** Upon Notice to Proceed from DuPage County, TERRA will commence with review of the count locations and scheduling of the traffic counts. It is understood that, weather permitting, the data collection of the trails should be completed prior to June 30, 2024 and that the full project should be completed by November 30, 2024. TERRA will develop a schedule for the trail counts and the overall project delivery to be shared with DuPage County after Notice to Proceed is received. As these counts and hours are dependent on good weather, the schedule and budget may need to be adjusted if impacted by storm events.

Sincerely yours,

TERRA ENGINEERING, LTD.

Signature on File

M. Chris Hutchinson, P.E., PTOE
Senior Transportation Engineer

EXHIBIT A
Page 5 of 8

Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME TERRA Engineering, LTD
PRIME/SUPPLEMENT Prime

DATE 03/01/24
PTB NO. _____

CONTRACT TERM 3 MONTHS
START DATE 2/15/2024
RAISE DATE 1/1/2025

OVERHEAD RATE 165.43%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

2/15/2024 - 5/14/2024

3
3

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

Average Hourly Project Rates

Route _____
 Section _____
 County DuPage
 Job No. 24-DCTRP-01-EG
 PTB/Item _____

Consultant TERRA Engineering, LTD

Date 03/01/24

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Trail System User Counts														
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Senior Project Manager	\$78.06	14	3.57%	2.79	14	3.57%	2.79												
Project Manager	\$67.81	106	27.04%	18.34	106	27.04%	18.34												
Senior GIS Analyst	\$43.75	56	14.29%	6.25	56	14.29%	6.25												
Traffic Engineer	\$33.65	176	44.90%	15.11	176	44.90%	15.11												
Sr Traffic Technician	\$38.19	40	10.20%	3.90	40	10.20%	3.90												
		0																	
		0																	
		0																	
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TOTALS		392	100%	\$46.38	392	100%	\$46.38	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

DELIVERABLES

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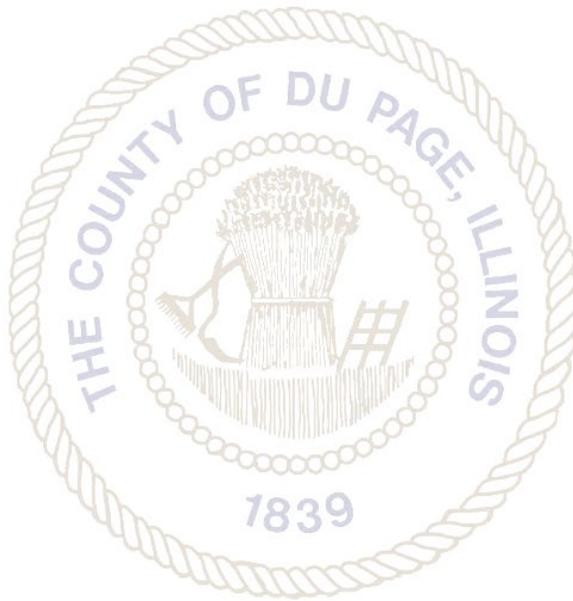


Exhibit C Notes

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

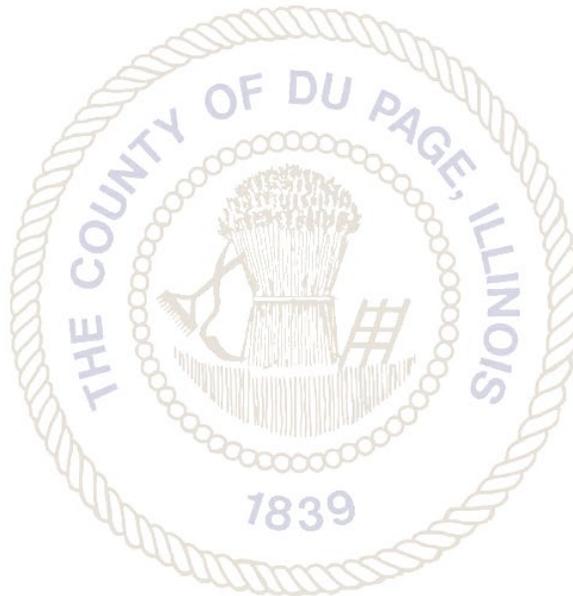


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____ hereby notifies the
COUNTY through the that they need to reassign staff for the _____
_____ Project,

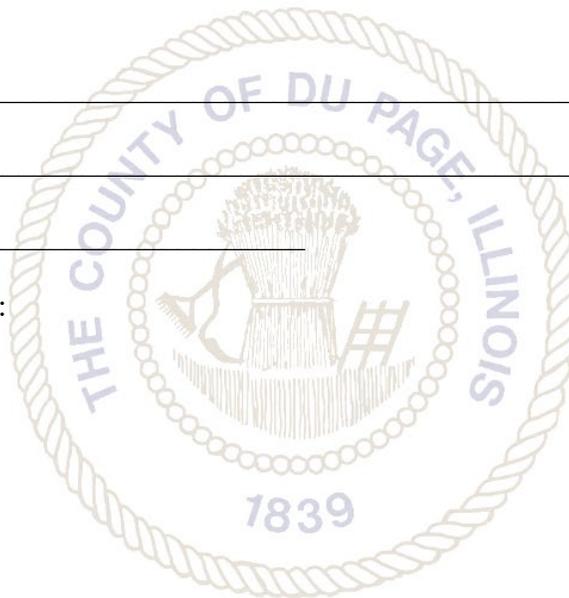
Section No. _____

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____
(attach resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure 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)
TERRA Engineering, Ltd.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date _____		

Consultant
 TERRA Engineering, Ltd.

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>	21	\$59.00	\$1,239.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>	19	\$114.00	\$2,166.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>	19	\$11.40	\$216.60
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 type="checkbox"/>	3,850	\$0.67	\$2,579.50
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 type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>	75	\$1.50	\$112.50
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"/>			
Miovision Processing (Pathway Counts)	Actual Cost	<input type="checkbox"/>	1,020	\$6.40	\$6,528.00
Miovision Processing (Junction Counts)	Actual Cost	<input type="checkbox"/>	544	\$19.20	\$10,444.80
		<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					\$23,286.40

*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: 02/06/2024

Bid/Contract/PO #: _____

Company Name: TERRA Engineering, Ltd.	Company Contact: Chris Hutchinson
Contact Phone: 314-499-0123	Contact Email: chutchinson@terraengineering.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on File** _____

Printed Name Jamil Bou-Saab, P.E.

Title Executive Vice President

Date 02/06/2024

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0022-24

Agenda Date: 3/19/2024

Agenda #: 23.H.

AWARDING RESOLUTION
ISSUED TO ENERGICITY CORPORATION D/B/A
RACK'M UP EQUIPMENT DISTRIBUTORS
TO INSTALL SEVEN (7) MOHAWK VERTICAL RISE VEHICLE LIFTS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$769,491.10)

WHEREAS, a sole source quotation has been obtained in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, to install seven (7) Mohawk Vertical Rise Vehicle Lifts for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to install seven (7) Vertical Rise Vehicle Lifts for the Division of Transportation, is hereby approved for issuance to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, 808 N. Central Road, Unit D, Wood Dale, Il 60187, for a contract total not to exceed \$769,491.10.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$769,491.10
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/19/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$769,491.10
	CURRENT TERM TOTAL COST: \$769,491.10	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Enercity Corp. d/b/a Rack'm Up Equipment Distributors	VENDOR #: 42450	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Al Shenfeld	VENDOR CONTACT PHONE: 874-734-8446	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: ashenfeld@rackmup.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-21	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to Rack'm Up, to install seven (7) new Mohawk vertical rise vehicle lifts for a contract total not to exceed \$769,491.10, per 55 ILCS 5/5-1022 (c) not suitable for competitive bids (sole factory trained and authorized installer).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This PO is for the Factory Trained and authorized installation of seven vehicle lifts to replace existing lifts that have exceeded their useful life. Heavy duty vehicle lifts are an integral part of our heavy duty fleet maintenance department, and ensure mechanics can safely and effectively work on plow trucks and other heavy equipment.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
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. DuPage County DOT is purchasing seven (7) New Mohawk brand heavy duty vehicle lift. Rack'm Up Equipment Distributors is currently the only contractor in the greater Chicago area that is factory trained and authorized to perform Mohawk Lift installations.
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. Rack'm Up is the only contractor in the greater Chicago-land area that is factory trained and authorized to install Mohawk lifts.
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. Rack'em Up for the installation of seven (7) new Mohawk heavy-duty vehicle lifts. Per attached letter dated February 23, 2024, that Rack'm Up Equipment Distributors is the only contractor factory authorized to perform Mohawk Lift installations in the greater Chicago land area.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Enercity Corp d/b/a Rack'm Up Equipment Distributors	Vendor#: 42450	Dept: Division of Transportation	Division: Accounts Payable
Attn: Al Shenfeld	Email: ashenfeld@rackmup.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 808 N. Central Road, Unit D	City: Wood Dale	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60191	State: IL	Zip: 60187
Phone: 874-734-8446	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Enercity Corp d/b/a Rack'm Up Equipment Distributors	Vendor#: 42450	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: 808 N. Central Road, Unit D	City: Wood Dale	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60191	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 26, 2024	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Install seven (7) New Mohawk Vertical Rise Vehicle Lifts	FY24	1500	3520	54010		769,491.10	769,491.10
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 769,491.10

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To install seven (7) New Mohawk Vertical Rise Vehicle Lifts for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Al Shenfeld, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Rack ' M Up Equipment Distributors

Ste D
Wood Dale, IL 60191

Proposal

Proposal Date: 2/7/2024

Proposal #: 1114

Project:

Bill To:

DuPage County Vehicle Maintenance
421 N. County Farm Road
Whaton, Illinois 60187

Description	Est. Hours/Qty.	Rate	Total
<p>Scope -. Rack' M Up to provide; Installation of Mohawk vertical rise vehicle lift, project management, modifying concrete, and electrical connection. Union labor or prevailing wage will apply. All equipment and materials to be supplied by Rack' M Up or its subcontractors, necessary for proper installation operation. Excludes any permits fees or other special licenses. Excludes any additional insurance beyond what is currently carried. Certificate of Insurance is available and can be provided upon order and request.</p> <p>Lift Installation Receive and Install Mohawk Vertical Rise Heavy Duty Vehicle Lifts</p> <ul style="list-style-type: none"> • Prevailing wage Labor to be on site to receive and off load lifts • Installation of lifts to the point they are tested, approved and certified as operational • provide material - hydraulic fluid, anchors etc.. • provide all necessary equipment to offload and install lifts • project management of the job - including concrete, electrical and in floor heat repairs. - coordinate with the fleet manager <p>• Installation labor is warranted for 1 year from date of acceptance - lifts are covered under the manufacturers warranty.</p> <p>• Follow Up - 30 day follow up visit to check over lifts and make any necessary adjustments - including checking on anchors, fluid, equalized, (level lifting).</p>	7	17,708.57143	123,960.00
Total			



Rack ' M Up Equipment Distributors

Ste D
Wood Dale, IL 60191

Proposal

Proposal Date: 2/7/2024

Proposal #: 1114

Project:

Bill To:

DuPage County Vehicle Maintenance
421 N. County Farm Road
Whaton, Illinois 60187

Description	Est. Hours/Qty.	Rate	Total
Sub Contract Concrete • Sawcut, remove, and dispose of old concrete • Furnish and Install Steel Reinforcement • Dowels into existing slab • Extend Existing Pit Width • Slab Patch Note: No drawings have been made available - quote is based on not having to contend with any drains or other in floor obstacles not visible on site visit.	7	58,571.42857	410,000.00
Total			



Rack ' M Up Equipment Distributors

Ste D
Wood Dale, IL 60191

Proposal

Proposal Date: 2/7/2024

Proposal #: 1114

Project:

Bill To:

DuPage County Vehicle Maintenance
421 N. County Farm Road
Whaton, Illinois 60187

Description	Est. Hours/Qty.	Rate	Total
<p>Sub Contract Mechanical - In Floor Heat -</p> <ul style="list-style-type: none"> •Thermal scanning of floor prior to any concrete work to scan for in floor heat tubes or other mechanicals - must be done prior to any concrete work. - performed 2/2/24 •Layout & mark the floor via thermal image gun to indicate location of existing in-floor radiant heat pipe • Provide and send a water sample test. • Drain and blow out the entire radiant system. • Furnish/install ProPEZ fittings to repair pipe for all 8 bays. We require a min. of 6" around the pipe to make a proper repair. • Pressure test each individual system after repair is made • Assist in maintaining pressure test verification while concrete is poured (assumes 2 bays are being poured at a time) • Fill, flush, and vent all systems. Upon heating hot water verification, we will put the system back to proper glycol mixture. We are assuming a 40% volume. • Provide (1) day of service check out and operation verification. • Mobilize material and tools to job site • Safety training for field personnel • All shipping and handling of material • Job demobilization and job site clean up • 1-year workmanship warranty 		70,600.00	70,600.00T
Total			



Rack ' M Up Equipment Distributors

Ste D
Wood Dale, IL 60191

Proposal

Proposal Date: 2/7/2024

Proposal #: 1114

Project:

Bill To:

DuPage County Vehicle Maintenance
421 N. County Farm Road
Whaton, Illinois 60187

Description	Est. Hours/Qty.	Rate	Total
<p>Sub Contract Electrical</p> <p>Scope of work:</p> <ul style="list-style-type: none"> • Furnish labor to electrically disconnect existing truck lifts. Make safe for removal by others. • Furnish labor and material to electrically connect 7 new K400-X-M truck lifts. • Use 5 existing 3 pole 60-amp circuit breakers in MDP-1 • Add 1 new 3-pole 60-amp circuit breaker to MDP-1 • Add 1-new 3-pole 60-amp circuit breaker to MDP-2 • Mount new service disconnect switch to side of new counsel - disconnect is rated NEMA3R - (enclosures are engineered for indoor or outdoor use and protect against rain, sleet, snow, dirt, and prevents the formation of ice on its enclosure) • We are assuming that the existing conduit located under ground from service panel to the lift control stations are in good shape and will allow us to repull new wiring. If this is not the case additional cost will be incurred to install new conduit as needed. <p>Furnish the following items:</p> <ul style="list-style-type: none"> • Labor to disconnect existing • Labor and Materials - re-pull new #6 THWN wire to each lift • 250-volt 60-fused disconnect switches for each lift -switches are NEMA 3R • Connection to new counsel • Lot material to install • Lot labor to install 	7	11,422.30	79,956.10T
Total			



Rack ' M Up Equipment Distributors

Ste D
Wood Dale, IL 60191

Proposal

Proposal Date: 2/7/2024

Proposal #: 1114

Project:

Bill To:

DuPage County Vehicle Maintenance
421 N. County Farm Road
Whaton, Illinois 60187

Description	Est. Hours/Qty.	Rate	Total
<p>Sub Contract Electrical - continued -</p> <ul style="list-style-type: none"> • Furnish prevailing wage labor to complete installation. • All work is to be completed during normal working hours 7:00 am through 2:30 pm Monday - Friday. • If above work is subject to city approval by local authority. Additional cost to the owner may be incurred. <p>Warranty</p> <ul style="list-style-type: none"> • Labor warranted for one year from completion of project. Material to be warranted by manufacture <p>Not included</p> <ul style="list-style-type: none"> • Permit/ Permit fees • Additional insurance • Premium labor • Saw cutting. Concrete removal - by concrete sub • New conduit or repair of cut conduit under floor by Rack' M UP • Relocation of conduit under floor • Control or safety wiring 			
<p>Decomm and Removal of Old Lifts Provide labor and equipment to remove existing lifts including disposal of lifts Hydraulic oil to be disposed of in customers waste oil tank.</p>	7	7,139.28571	49,975.00
<p>Allowance to the contract to be used for unforeseen inground items to be used with the fleet supervisors permission. Such unforeseen items to include but no limited to damaged electrical conduit, unmarked drains or vent piping, etc. This is not to be used for known and marked items that are damaged due to negligence or error.</p>	1	35,000.00	35,000.00T
Total			\$769,491.10



808 N Central Ave Ste. D, Wood Dale, IL 60191

Phone: 847. 734. 8446 – Fax: 847. 734. 8447

Email: Ashenfeld@rackmup.com or finance@rackmup.com – Website: www.rackmup.com

To: DuPage County, IL.

Attn: William Bell

Re: Sole Source Installer

Date: February 23, 2024

Dear Customer:

This letter is to certify that Rack' M Up Equipment Distributors is currently the only contractor in the Greater Chicago Area that is factory trained and authorized to perform Mohawk Lifts installations. Please feel free to reach out if you have any questions.

Regards, /
Signature on File

Al Shenfeld

President

Rack' M Up Equipment Distributors

Mobile – 847-226-1370



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: 2/23/24

Bid/Contract/PO #: _____

Company Name: Rack' M Up Equipment Distributors, Inc.	Company Contact: <u>AL SHENFELD</u>
Contact Phone: <u>847-734-8446</u>	Contact Email: <u>Ashenfeld@rackmup.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

ALAN SHENFELD

Title

PRESIDENT

Date

2/23/24

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0023-24

Agenda Date: 3/19/2024

Agenda #: 23.G.

AWARDING RESOLUTION
ISSUED TO MOHAWK LIFTS, LLC
TO FURNISH AND DELIVER SEVEN (7) VERTICAL RISE VEHICLE LIFTS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$1,961,023.12)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with Mohawk Lifts, LLC; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Mohawk Lifts, LLC, to furnish and deliver seven (7) Vertical Rise Vehicle Lifts for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver seven (7) Vertical Rise Vehicle Lifts for the Division of Transportation, is hereby approved for issuance to Mohawk Lifts, LLC, PO Box 110, 65 Vrooman Avenue, Amsterdam, NY 12010, for a contract total not to exceed \$1,961,023.12; per Sourcewell contract #013020-MRL.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #013020-MRL	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,961,023.12
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 03/19/2024	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,961,023.12
	CURRENT TERM TOTAL COST: \$1,961,023.12	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Mohawk Lifts, LLC	VENDOR #: 42451	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Amber Fusco	VENDOR CONTACT PHONE: 518-842-1431 x4000	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: amberf@mohawklifts.com	VENDOR WEBSITE:	DEPT REQ #: 24-1500-20	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to Mohawk Lifts, to furnish and deliver seven (7) new vertical rise heavy duty vehicle lifts. A contract total not to exceed \$1,961,023.12, per Sourcewell Contract #013020-MRL.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished These lifts will replace current lifts which have exceeded their useful life. Parts for existing lifts are becoming difficult or impossible to find making repairs impossible. Heavy duty vehicle lifts are an integral part of our heavy duty fleet maintenance department, and ensure mechanics can safely and effectively work on plow trucks and other heavy equipment.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. We are currently utilizing the Sourcewell Cooperative Contract to Mohawk Lifts for maintenance repairs of existing lifts.
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. DOT staff recommends issuing a purchase order to Mohawk Lifts, using the Sourcewell Contract #013020-MRL. 2. The Sourcewell Cooperative has proven to be cost savings over going out for bid locally.

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: Mohawk Lifts, LLC	Vendor#: 42451	Dept: Division of Transportation	Division: Accounts Payable
Attn: Amber Fusco	Email: amberf@mohawklifts.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: PO Box 110, 65 Vrooman Avenue	City: Amsterdam	Address: 421 N. County Farm Road	City: Wheaton
State: NY	Zip: 12010	State: IL	Zip: 60187
Phone: 518-842-1431 x4000	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Mohawk Lifts, LLC	Vendor#: 42451	Dept: Division of Transportation	Division: Fleet
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: PO Box 110, 65 Vrooman Avenue	City: Amsterdam	Address: 180 N. County Farm Road	City: Wheaton
State: NY	Zip: 12010	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 26, 2024	Contract End Date (PO25): April 13, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		(7) New Vertical Rise Heavy Duty Lifts	FY24	1500	3520	54110		1,961,023.12	1,961,023.12
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 1,961,023.12

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver seven (7) new vertical rise heavy duty vehicle lifts for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Amber Fusco, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
 Phone: 800-833-2006 Fax: 518-842-1289
 Contact: Amber Fusco x 4000
 Email: amberf@mohawklifts.com



For purchase of Mohawk equipment using:

Sourcewell Contract #
013020-MRL
Valid: 04/14/2020 - 04/13/2025

**All quoted equipment has been Competitively Bid and Awarded
 and is Guaranteed Best Government Pricing.
 Freight Included @ No Charge.**

CUSTOMER
William Bell DuPage County Illinois 60187 Cell-630-386-7659 Other- 630-407-6931 William.Bell@DuPagecounty.gov

QUOTE NUMBER	QUOTE DATE
DuPage.VR.022324	2/23/2024
Freight Terms:	FOB Destination, Freight Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	April 30, 2024

Part Number	Description	Qty	List Price	Purchase Price	Total
V-099-C-30F	Vertical Rise Drive-On Lift 99000lb x 30' (Flush Mounted)	7	\$ 237,670.00	\$ 194,573.97	\$ 1,362,017.79
V-502-C-30F	Hot Galvanization for Flush Mount Lift up to 30' (for 85-99K Lifts)	7	\$ 17,970.00	\$ 14,710.36	\$ 102,972.52
V-502-C-097	Anti Slip Resin Coating on Platform Lifts (3' Increments) (for 85-99K Lifts)	70	\$ 435.00	\$ 354.16	\$ 24,791.20
V-502-C-120	"U" Shaped Rolling Jack Rail (3' Increments) (for 85-99K Lifts)	70	\$ 395.00	\$ 320.43	\$ 22,430.10
V-000-C-440	Rolling Jack - 44,000lbs (for 85-99K Lifts)	14	\$ 14,810.00	\$ 12,121.61	\$ 169,702.54
V-000-X-C15	Dolly for Rolling Jack (VR)	14	\$ 565.00	\$ 459.57	\$ 6,433.98
V-502-C-170	Air Kit (Set of 2 Fittings) (for 85-99K Lifts)	7	\$ 640.00	\$ 522.81	\$ 3,659.67
V-000-X-011	Stainless Steel - Outer Toe Guard - Up to 35 feet (Complete Set)	7	\$ 11,080.00	\$ 9,069.07	\$ 63,483.49
V-403-C-600	Track Lights (24V) - 6 LED Lights - up to 30' Track (for 85-99K Lifts)	7	\$ 4,340.00	\$ 3,550.05	\$ 24,850.35
V-402-C-710	Pit Cover Plates 30' (for 85-99K Lifts)	7	\$ 13,935.00	\$ 11,404.85	\$ 79,833.95
V-095-Z-109	Hot Dipped Galvanized Pit Cover Plate (85-99K)	7		\$ 6,374.91	\$ 44,624.37
V-502-C-130	Hot Galva Pit Cover Plate Kit up to 30'	7		\$ 2,698.40	\$ 18,888.80
V-000-X-C02	Stainless steel Console with water proof control cover	7	\$ 4,705.00	\$ 3,849.40	\$ 26,945.80
V-000-X-C11	Increases lifting height by 100mm	28	\$ 135.00	\$ 109.62	\$ 3,069.36
V-000-X-C12	Increases lifting height by 200mm	28	\$ 135.00	\$ 109.62	\$ 3,069.36
V-000-X-C14	"U" Saddle suitable for lifting under various axles	28	\$ 190.00	\$ 151.78	\$ 4,249.84

***After Receipt of Completed Order - When applicable, includes signed quote, data sheets and receipt of required payment**

SUBTOTAL	\$ 1,961,023.12
Sales Tax (if applicable)	Add if Applic.
Credit Card Fee**	
TOTAL	\$ 1,961,023.12

NOTES:

Click here for: Mohawk W9: mohawklifts.com/w9 Payment/Wire Info: mohawklifts.com/payment

This quotation is subject to the terms and conditions noted on the following page

v7.25.23

TERMS AND CONDITIONS

- 1) This order is subject to the Terms and Conditions of Sourcewell Contract #013020-MRL
- 2) A fork truck must be supplied at the offload site to unload the equipment from the freight carrier and, if applicable, for installation.
- 3) The Customer is responsible for inspecting all Products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the customer determine at the time of delivery that any items are damaged or missing the Customer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the Customer has signed the delivery receipt, freight bill, or bill of lading in good condition. If equipment is refused at time of delivery or returned as undeliverable, shipping costs and restocking fees may apply. Standard commercial packaging applies.
- 4) Quoted installation does not include electrical hook-up or any concrete work which may be required. Electrical and any concrete work that may be required must be performed prior to installer's appointment date.
- 5) Quoted Installation does not include any unforeseen circumstances such as plumbing, electrical, in floor heat, rebar, steel structures, drain, or drain slopes in the existing floor. Installation price is subject to change if the lift is unable to be installed at the time of scheduled appointment, if the shop condition is not ready for installation (lack of adequate concrete, no electrical service, etc), or any other condition which would require additional return trips by the installer.
- 6) Price does not include Sales tax (unless applicable), duties, brokerage, or any other fees. Down Payments are Non-refundable.
- 7) Any and all permits, licenses, fees, etc. are the Customers' responsibility.
- 8) If installation cannot be performed at the time of delivery, then equipment must be paid within terms specified from invoice date. Installation charge to be paid when service is performed.

DUNS: 117797939 / CAGE CODE: 8VVK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

Quote# DuPage.VR.022324

v7.25.23

To place your order using this quotation, please fill in the following required information:

BILLING INFORMATION

SHIPPING INFORMATION

Same as Billing

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Delivery Hours/Instructions: _____

Acknowledged and Accepted by:

Authorized Buyers Name (PRINT)

Authorized Buyers Signature

Title

Date

Phone

Email

Remit orders to:

MOHAWK LIFTS LLC
PO Box 110, Amsterdam, NY 12010

ORDERS@MOHAWKLIFTS.COM

BUY ONCE. BUY RIGHT. BUY A MOHAWK!



CONTRACT EXTENSION

Contract Number: 013020-MRL

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Mohawk Lifts, LLC
PO Box 110

Amsterdam, New York 12010-0110
(Vendor)

have entered into Contract Number: 013020-MRL
for the procurement of: Vehicle Lifts, with Garage and Fleet Maintenance Equipment

The Contract has an expiration date of 2024-04-13 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-04-13 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
Signature on File
Authorized Signature
Jeremy Schwartz
Name
Director of Operations and Procurement/CPO
Title
11/23/2023 | 10:16 AM CST
Date

DocuSigned by:
Signature on File
Authorized Signature
Steve Perlstein
Name
President
Title
11/27/2023 | 8:16 AM MST
Date



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: <u>Mohawk LIA LLC</u>	Company Contact: _____
Contact Phone: <u>(518) 842-1431</u>	Contact Email: <u>orders@mohawklia.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Thomas Havens

Title Assistant Controller

Date 2/27/24

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



Transportation Change Order with Resolution

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

File #: 24-0892

Agenda Date: 3/19/2024

Agenda #: 23.I.

DT-P-0052A-23

AMENDMENT TO RESOLUTION DT-P-0052-23
ISSUED TO AUTO TECH CENTERS, INC.
TO FURNISH AND DELIVER GOODYEAR TIRES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT INCREASE \$35,000.00, + 23.33%)

WHEREAS, the DuPage County Board has heretofore adopted Resolution DT-P-0052-23 on February 14, 2023; and

WHEREAS, a contract was awarded by Resolution DT-P-0052-23 to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed for the Division of Transportation, for the period February 15, 2023 through March 31, 2024, pursuant to the Intergovernmental Cooperation Act (NASPO Contract # 19101); and

WHEREAS, at that time, it was determined that the cost of said contract to the County of DuPage, by and through the Division of Transportation, would be \$150,000.00; and

WHEREAS, a contract increase is necessary to extend the current contract to be coterminous with the NASPO expiration date of June 30, 2024; and

WHEREAS, the Division of Transportation Committee recommends a change order to increase the encumbrance in the amount of \$35,000.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0052-23, for County contract issued to Auto Tech Centers, Inc., to increase the encumbrance in the amount of \$35,000.00, resulting in an amended contract total amount of \$185,000.00, an increase of 23.33%.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DOT 3119
FI+CB 3/26

kbc



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 5, 2024

MinuteTraQ (IQM2) ID #: _____

Purchase Order #: 6295-SERV	Original Purchase Order Date: Feb 15, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: Auto Tech Centers Inc.		Vendor #: 11260	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Contract to furnish & deliver Goodyear tires for the Division of Transportation Fleet Maintenance. Extend current contract to be coterminous with NASPO expiration amended expiration date of June 30, 2024, and increase LN2 (FY24) encumbrance by \$35,000.00.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$150,000.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$150,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$35,000.00
E	New contract amount (C + D)	\$185,000.00
F	Percent of current contract value this Change Order represents (D / C)	23.33%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	23.33%

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: Mar 31, 2024 to: Jun 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below: _____

kbc <i>AS</i>	6892	Mar 5, 2024	WCE	6890	3/5/2024
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: Mar 5, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Michael Figuray
Contact Email: michael.figuray@dupagecounty.gov	Contact Phone: 630-407-6920
Vendor Name: Auto Tech Centers	Vendor #: 11260

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

Requesting approval for an extension of time through June 30, 2024, and an increase of \$35,000.00 (monthly average x3).

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

DuPage County Division of Transportation, Fleet Maintenance Division has standardized on Goodyear Tires for the over 500 County owned and operated vehicles and equipment. Historically, we have set up a contract to provide Goodyear Tires on an as needed basis to provide replacement tires.

Strategic Impact

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

It is imperative that County vehicles and equipment are operational. Making sure that tires are readily available for maintenance and first responder equipment is critical. At the time of contract conception, NASPO Value Point cooperative contract pricing was only approved through March 31, 2024. NASPO Value Point has recently made an award establishing a new contract to the current supplier Auto Tech Centers. DuPage County Division of Transportation would like to extend the contract we currently have with Auto Tech Centers to June 30, 2024 to be coterminous with the current NASPO contract. With that extension there is a need to increase the contract to cover the additional months.

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

Tires would be purchased under the competitively bid Naspo Value Point contract #19101 Tires, Tubes and Services. Division of Transportation did an evaluation of the largest dollar volume tires that are purchased. NASPO Value Point cooperative (formerly WSCA/NASPO) was compared to Sourcwell (formerly NJPA). The State does not have a cooperative tire contract in place. It was determined that NASPO Value Point offered the largest discount/savings on the Goodyear complete line of tires.

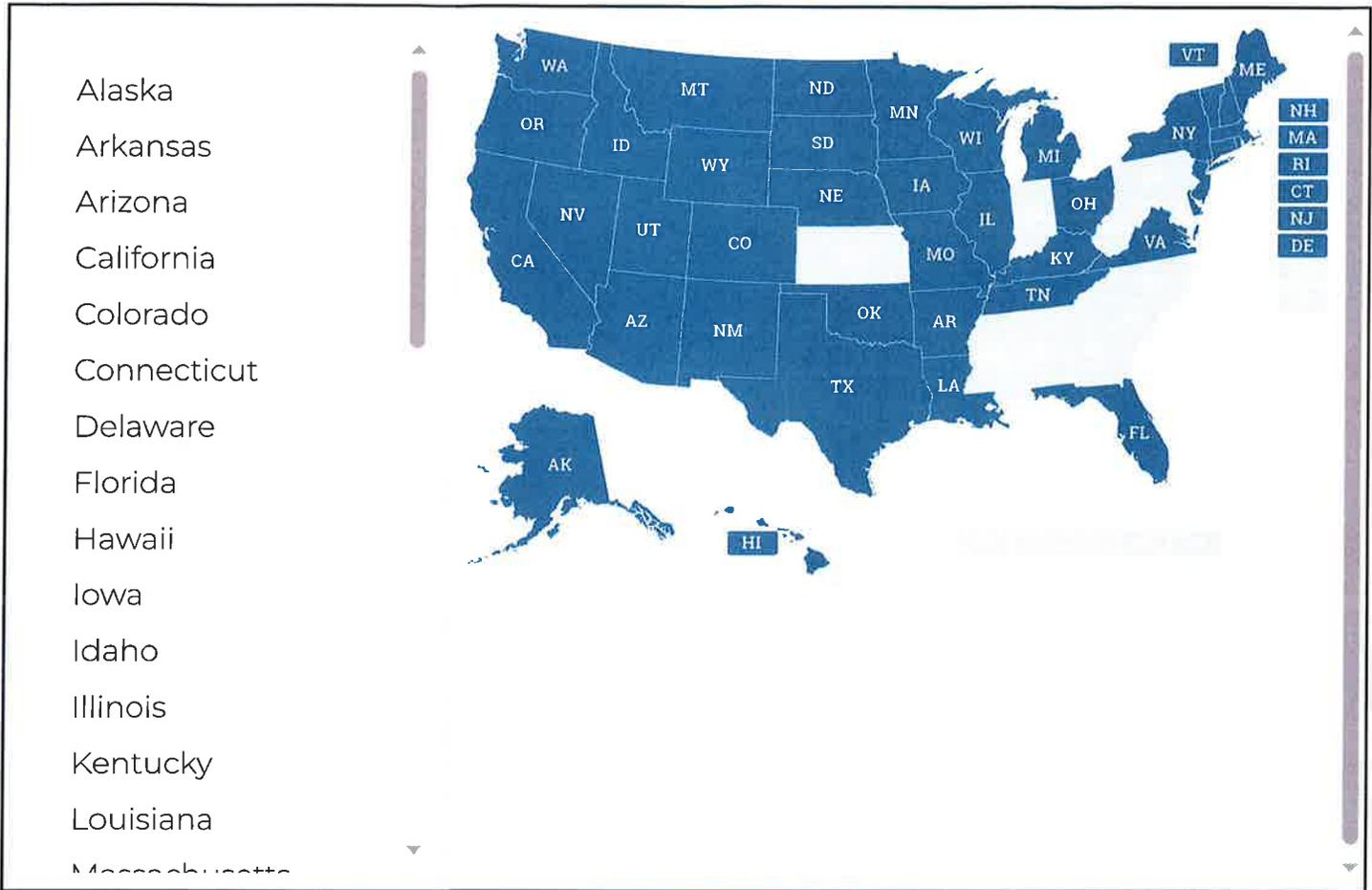
Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1 - Increase contract as requested. Staff recommends increase of contract.
2 - Do not increase contract.

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.

Sufficient funds are available in FY2024.

Participating Addenda (92)



Lead State

Iowa	Craig Trotter craig.trotter@iowa.gov 515-322-8593
Awarded:	04/01/2019
Expiration:	06/30/2024
Renewals Limit:	06/30/2024

NASPO Resources

Cooperative Portfolio Managers



Tires, Tubes and Services

The Portfolio Action Tracker (PAT) is a transparency tool that can be used to monitor and review the real-time status of NASPO ValuePoint portfolios. [Click here to view Status](#)

Overview

Contractors(3)

Portfolio Map

The awards for the new Tires portfolio are currently being negotiated. The Lead State has posted its intent to award, you can find it on the new portfolio page at the below link:

<https://www.naspovaluepoint.org/portfolio/tires-tubes-and-services-2024-2029/>

The Tires, Tubes and Services Contract includes pursuit/performance, passenger, light duty truck, medium/heavy duty truck and bus, off-the-road, agricultural/farm, industrial and specialty tires/tubes for participating entities. Tire related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment are included in the Contract.

Give Feedback

Primary Contact [Josh Descoteaux](#)

Secondary Contact [Tia Snyder](#)

Documents/Details

[Solicitation](#) +

[Portfolio Information](#) +

[Award](#) +

DISCLAIMER: The documents on the NASPO ValuePoint website are for informational/ convenience purposes only. Official documents are maintained by the lead state (or participating entity in the case of participating addenda). In the event of any conflict between the documents on this site and those maintained by the lead state or participating entity, the official documents maintained by the lead state or participating entity govern.

Please note that some documents may be absent or incorrect. Please send all feedback and suggestions for improvement to our website team at webmaster@NASPOValuePoint.org

Thank you.



**AMENDMENT No. 3
TO CONTRACT 19101 FOR
TIRES, TUBES, and SERVICES**

This Amendment No. 3 (this "Amendment") to the Contract Number 19101 dated April 1, 2019, is made and entered into as of February 9, 2024 ("Effective Date"), by and between Goodyear Tire & Rubber Company ("Contractor"), and the Iowa Department of Administrative Services (the "Lead State").

NOW, THEREFORE, the parties herein acknowledge and agree as follows:

1. The Contract is extended for an additional term commencing upon the expiration of the original term and shall now expire June 30, 2024.
2. Except as set forth in this Amendment No. 3, the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed by their respective duly authorized representatives as of the date set forth above.

GOODYEAR TIRE & RUBBER COMPANY

Signature on File

By: _____
 Name: Brian Dougherty
 Title: Channel Manager
 Dated: 2/9/2024

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

Signature on File

By: _____
 Name: Karl Wendt
 Title: Procurement Manager
 Dated: February 9, 2024



Required Vendor Ethics Disclosure Statement

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

Date: Feb 21, 2024

Bid/Contract/PO #: 6295-SERV

Company Name: Auto Tech Centers, Inc.	Company Contact: Mike Miculinich
Contact Phone: 815-385-7300	Contact Email: autotech99@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Mike Miculinich

Title

President

Date

Feb 21, 2024

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



Transportation Change Order with Resolution

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

File #: 24-0907

Agenda Date: 3/19/2024

Agenda #: 23.J.

DT-P-0211D-19

AMENDMENT TO RESOLUTION DT-P-0211C-19
ISSUED TO CIVILTECH ENGINEERING, INC.
PROFESSIONAL PRELIMINARY ENGINEERING SERVICES
FOR IMPROVEMENTS ALONG CH 2/BELMONT/FINLEY ROAD AT OGDEN AVENUE
AND CH 2/CROSS STREET AT OGDEN AVENUE-SECTION 19-00173-06-CH
(CONTRACT INCREASE OF \$146,057.22; +46.18%)

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-P-0211-19 on August 13, 2019 and DT-P-0211A-19 on September 10, 2019, DT-P-0211B-19 on March 23, 2021, and DT-P-0211C-19 on June 14, 2022, which approved a Professional Services Agreement between the County of DuPage (hereinafter "COUNTY") and Civiltech Engineering, Inc. for Professional Preliminary Engineering Services for improvements to CH 2/Belmont/Finley Road at Ogden Avenue and CH 2/Cross Street at Ogden Avenue, Section 19-00173-06- CH; and

WHEREAS, the current cost of the PROJECT to the County of DuPage, by and through the Division of Transportation, is \$316,296.04; and

WHEREAS, after the coordination with IDOT and the Village of Downers Grove, additional scope items outside the original Phase I scope of services have been identified. These include an updated Environmental Survey, additional topography survey, crash analysis and an additional Public Information Meeting; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$146,057.22.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0211C-19, issued to Civiltech Engineering, Inc., to increase the funding in the amount of \$146,057.22, resulting in an amended contract total amount of \$462,353.26, an increase of 46.18% and a cumulative increase of \$203,186.09, 78.40%; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this amending Resolution and any associated Illinois Department of Transportation BLR forms appropriating the necessary motor fuel tax (bond) funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Civiltech Engineering, Inc., Two Pierce Place, Suite 1400, Itasca, Illinois 60173, by and through the Division of Transportation.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DOT 3/19
 FI + CB 3/26

kbs



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

Date: Mar 6, 2024

MinuteTraQ (IQM2) ID #: _____

Purchase Order #: 4038-1-SERV	Original Purchase Order Date: Aug 14, 2019	Change Order #: 6	Department: Division of Transportation
Vendor Name: Civiltech Engineering, Inc.		Vendor #: 10621	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Preliminary Engineering Services for improvements along Belmont/Finley Road at Ogden Avenue and Cross Street, Section# 19-00173-06-CH. Increase LN3 (1500-3550-54040) by \$146,057.22. Revised Exhibit C's and Direct Cost Sheets for prime and subs.		
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 \$259,167.17
B	Net \$ change for previous Change Orders \$57,128.87
C	Current contract amount (A + B) \$316,296.04
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease \$146,057.22
E	New contract amount (C + D) \$462,353.26
F	Percent of current contract value this Change Order represents (D / C) 46.18%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) 78.40%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

kbc <i>[Signature]</i>	6892	Mar 6, 2024	WCE	6890	3/6/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
		<i>[Signature]</i>	3/11/2024		
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: Mar 6, 2024

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: daniel.nowak@dupagecounty.gov	Contact Phone: 6909
Vendor Name: Civiltech Engineering, Inc.	Vendor #: 10621

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

The County has determined that the contract issued to Civiltech Engineering, Inc. for Professional Preliminary Engineering Services for the Belmont Road/Finley Road/Ogden Avenue/Cross Street Improvements requires additional work beyond the original scope of the project resulting in an increase to the contract in the amount of \$146,057.22.

Increase the upper limit of the contract by \$146,057.22.

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

It has been decided the project needs additional topographic survey, an additional Public Information Meeting and a retaining wall study. The additional topographic survey is needed on adjacent properties to better evaluate impacts due to the proposed improvements and be able to finalize the recommended improvements. An additional Public Information Meeting is needed to obtain Village of Downers Grove concurrence on pedestrian and bicycle improvements. A retaining wall study is needed to determine the details of a proposed retaining wall needed due to the intersection improvements. This work is not included in the original scope of work in the contract.

Strategic Impact

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

In order to complete the additional topographic survey, an additional Public Information Meeting and a retaining wall study for the Belmont Road/Finley Road/Ogden Avenue/Cross Street project, it will be more cost effective to supplement Civiltech Engineering, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 31 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, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Civiltech Engineering, 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.

1. Supplement the contract to Civiltech Engineering, Inc. This is the recommended option.
2. Contract with another firm. Not recommended due to staff's determination that Civiltech Engineering Inc. is the most qualified to perform this work and has been awarded a preliminary engineering contract for this work.
3. Do not extend or supplement the current contract. Not recommended as the DOT does not possess the staff resources or the technology to perform this work and must contract for these services.

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.

The FY24 fiscal impact for this supplement is anticipated to be \$146,057.22. The DOT has sufficient funds to account for this increase.

Proposal to Furnish Professional Engineering Services *Supplement #2*
Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation

Scope of Services for Professional Engineering Services

Supplement #2

Belmont/Finley/Ogden/Cross Phase I Study

DuPage County Division of Transportation | February 6, 2024

Following is a scope and fee estimate to provide supplemental services for the referenced project.

After coordination with IDOT and the Village of Downers Grove, DuDOT and Civiltech identified additional scope items outside the original Phase I scope of services. A kick-off meeting with IDOT was held on September 6, 2023, at which time the proposed scope of improvements, the scope of the Phase I Study, anticipated level of environmental processing, design criteria, project schedule, and other items were discussed. IDOT stated that the proposed improvements should be designed according to 3R design criteria. 3R criteria uses existing traffic volumes instead of 2050 projections, so previous 2050 traffic analyses would no longer be applicable. Intersection analyses were requested by DuDOT to investigate the northwest and southeast gas station operation and impacts to each. This work was completed prior to coordination with Downers Grove. DuDOT also requested additional intersection operation analysis and geometric analyses to investigate a single southbound left turn lane and the resulting impacts in the opening day and 2050 Build scenarios and reduced impacts to the gas station at the southeast corner. Additional scope items include an updated Environmental Survey Request package, additional topographic survey, crash analyses, and an additional Public Information Meeting.

All of the reports and documents that are prepared as part of this supplement will follow IDOT criteria and formats, as was the case for the original scope of services. This supplement does not change the original assumption that the improvement will be processed as a State-Approved Categorical Exclusion, pending FHWA coordination and approval. This includes the preparation of a Project Development Report (PDR). See **Attachment A** for a detailed Cost Estimate of Consultant Services, and subconsultant information.

I. Proposed Scope of Services

Item 1 – Early Coordination and Data Collection

An Environmental Survey Request (ESR) was prepared and submitted to DuDOT on August 28, 2020, for review. This submittal included an ESR form, applicable exhibits, a 40-year old building photolog, and shapefiles. Since then, the anticipated improvements have changed, and the current concepts extend past the original survey limits, so the form, exhibits, photolog, and shapefiles will all need to be updated. This item includes the following tasks:

- a. Update exhibits for ESR submittal including, USGS map, National Wetlands Inventory Map, Cultural Resources Map, and Environmental Survey Limits.
- b. Update 40-year old Building Photolog and Summary Table.

**Proposal to Furnish Professional Engineering Services *Supplement #2*
Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation**

- c. Update and process Environmental Survey Request forms.
- d. Update GIS Shapefiles of ESR boundary for inclusion in ESR submittal.

Item 2 – Topographic Survey

In order to evaluate impacts to the gas station operations at the northwest and southeast corners; develop accurate construction costs; evaluate hydraulic and geometric impacts from the proposed improvement; develop accurate construction costs; and determine the limits of any necessary easements or right-of-way, supplemental detailed topographic survey will be required. The proposed supplemental survey area can be found in **Attachment B**. This work item will also include inputting the supplemental topographic information into a computer-aided design (CAD) workstation. Civiltech will supplement previously prepared base sheets with the new information.

Millennia Professional Services prepared the original topographic survey and is proposed to perform the supplement detailed topographic survey services. This item includes time for Civiltech coordination with the sub-consultant and review of the field survey. An estimate of Millennia’s fee is contained in **Attachment B**

Item 3 – Crash Analysis

The current crash analysis that has been completed covered the five-year study period of 2014-2018. It is anticipated that IDOT will require the analysis to be updated one more time before design approval to include the latest 5-year set of crash data available. Four additional years of crash data are required for this analysis, assuming crash data is not available for 2023: 2019, 2020, 2021, and 2022. This scope item consists of work required to update the crash analysis.

- a. Collect four additional years of crash data from DuPage County database.
- b. Tabulate data and plot collision diagrams. We will use DuPage County MS2 database to pull the crashes and generate collision diagrams.
- c. Analyze existing and opening day safety conditions.
- d. Prepare exhibits and tables.

Item 4 – Traffic Analyses – Traffic analyses will be performed to determine the existing and opening day conditions of the corridor. The traffic analyses will include:

- a. Update traffic volume exhibits to show Opening Day Traffic.
- b. Perform A.M. and P.M. Opening Day Traffic Analyses for the following scenarios.
 - o Two through lanes on Ogden, dual lefts on NB, EB, and WB approaches, no NB right turn lane, and single SB left turn lane on Belmont.
 - o Two through lanes on Ogden, dual lefts on all approaches, and no NB right turn lane.

**Proposal to Furnish Professional Engineering Services Supplement #2
Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation**

- c. Perform A.M. and P.M. 2050 Build Traffic Analyses for the following scenario.
 - o Two through lanes on Ogden, dual lefts on NB, EB, and WB approaches, no NB right turn lane, and single SB left turn lane on Belmont.

Item 5 – Concept Plan – Two additional intersection analyses were requested by the County as part of the alternative analysis.

- a. Prepare concept horizontal geometric revisions for the following alternatives based on additional County coordination and to minimize impacts to gas stations on the northwest and southeast corners and reducing lane widths. Screenshots and revised exhibits were sent to the County for review. This included modifying the northwest and southeast corners to minimize impacts to the gas stations as well as evaluate reducing the lane widths.
 - o Scenario 4 – complete streets (10’ shared-use path)
 - o Scenario 4 – sidewalks
 - o Scenario 4 – shift intersection to minimize impacts to Green Bay Packaging facility
 - o Scenario 4 – single SB left turn lane on Belmont/Finley
 - o Scenario 4 – 10-foot versus 11-foot through lanes
- b. Prepare plan exhibits showing the concept plan for the alternatives.
- c. Prepare impact summary table for the alternatives.
- d. Design vehicle turning-template analyses completed for additional intersection analyses.
- e. Design vehicle turning-template analyses and traffic operation/circulation review at the two gas stations to determine extents of impacts to the two gas stations.

Item 6 – Geometric Studies – *No supplemental work is anticipated at this time.*

Item 7 – Geotechnical Studies – *No supplemental work is anticipated at this time.*

Item 8 – Preliminary Environmental Site Assessment (PESA) – *No supplemental work is anticipated at this time.*

Item 9 – Drainage Study – *No supplemental work is anticipated at this time.*

Item 10 – Wetland Investigation – *No supplemental work is anticipated at this time.*

Item 11 – Draft Project Development Report – *No supplemental work is anticipated at this time.*

Item 12 – Agency Coordination – Through coordination with IDOT, it was determined that the following forms are required to be submitted.

- a. Prepare form D1 PD0038 and required exhibits as required by IDOT.

**Proposal to Furnish Professional Engineering Services Supplement #2
Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation**

- b. Prepare BDE 1702 and required exhibits as required by IDOT. It is assumed that the County will complete the preparation of a letter and resolution to provide only sidewalks and no bicycle accommodations.

Item 13 – Public Involvement - The purpose of the public involvement process is to promote a proactive and responsive approach that seeks the input of all concerned stakeholders early and often, and that provides for appropriate input at key points in the project decision-making process. This supplement assumes that two Public Information Meetings (PIM) will be required to receive input from the public regarding the installation of a shared-use path versus a sidewalk. The original scope only accounted for one PIM. Following are the specific public involvement tasks that are anticipated for the second PIM:

- a. Selection of and coordination with meeting venue.
- b. Preparation of invitation letters to area residents and businesses. It is assumed that Civiltech will draft the letter, the County will provide addresses and names, and the County will send the letters.
- c. Preparation of Public Information Meeting newspaper display advertisement.
- d. Preparation of Public Information Meeting brochure.
- e. Preparation of Public Information Meeting exhibits.
- f. Attendance at Public Information Meeting (2 Civiltech Employees).
- g. Preparation of meeting summary and disposition of comments for documentation in Project Report. It is assumed that the County will provide responses to all public comments.

Item 14 – Final Project Development Report – *No supplemental work is anticipated at this time.*

Item 15 – Supervision, Administration, and Project Coordination

This item is comprised of monthly invoicing and preparation of status reports, client coordination meetings as needed and in-house coordination meetings. This item also includes implementation of Civiltech’s quality control/quality assurance (QC/QA) in-house review process. QC/QA has been included in specific task items hours.

Item 16 – Structural and Geotechnical Studies

An alternate to be considered in this Phase I study includes the addition of a left hand turn lane to Finley Road at its intersection with Ogden Ave. It is anticipated that approximately 200-ft of the southern end of the existing MSE wall along the west side of Finley Road north of Warrenville Road will need to be reconstructed/realigned in order to accommodate the addition of the left hand turn lane. It is believed that the reconstructed portion of the wall will have a max design height of about 13-ft. Therefore, a Preliminary Bridge Design and Hydraulic Report (BLS 10210) submittal with a Type Size & Location (TSL) plan and Structure Geotechnical Report (SGR) as attachments will be required. The existing wall will be inspected to assess its condition prior to the development of the

**Proposal to Furnish Professional Engineering Services *Supplement #2*
Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation**

TSL and SGR. The reconstruction of the wall will be designed and detailed in accordance with the current AASHTO and IDOT specifications.

An Abbreviated SGR will be prepared in accordance with IDOT requirements by our subconsultant, Rubino Engineering Inc. Four soil borings will be taken along the proposed wall alignment unless adequate historic borings can be found from the original construction. The report will describe the subsurface soil conditions and provide soil parameters for design. Rubino's proposal can be found as **Attachment C**.

Work on Item 16 – Structural and Geotechnical Studies is not to be completed until requested by IDOT and authorized by the County. Invoices will not include this fee until authorized by the County.

Item 17 – Various Scope Items

Throughout the Phase I Study, there may be additional required submittals and/or studies. This item includes additional scope items and work hours to complete additional various tasks to be determined by DuDOT and not to be completed without DuDOT Authorization.

Work on Item 17 – Various Scope Items is not to be completed until requested by IDOT (if necessary) and authorized by the County. Invoices will not include this fee until authorized by the County.



Payroll Escalation Table
Anniversary Raises
DLM 2.80

FIRM NAME Civiltech Engineering, Inc.
PRIME/SUPPLEMENT _____

DATE 03/05/24
PTB NO. _____

CONTRACT TERM 36 MONTHS
START DATE _____
RAISE DATE Anniversary

OVERHEAD RATE 125.88%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

18

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

4.50%

The total escalation for this project would be: 4.50%

Average Hourly Project Rates

Route Belmont/Finley/Ogden/Cross
Section 19-00173-06-CH
County DuPage
Job No.
PTB/Item

Consultant Civiltech Engineering, Inc.

Date 03/05/24

Sheet 1 **OF** 3

Payroll Classification	Avg Hourly Rates	Total Project Rates			Early Coordination and Data C			Topographic Survey			Crash Analysis			Traffic Analysis			Concept Plan		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Project Manager	\$70.00	20	2.65%	1.85	0			0			0			0			4	2.30%	1.61
Senior Project Manager	\$67.93	90	11.92%	8.10	2	8.33%	5.66	4	28.57%	19.41	0			4	6.67%	4.53	16	9.20%	6.25
Engineer IV	\$44.94	149	19.74%	8.87	6	25.00%	11.23	4	28.57%	12.84	0			8	13.33%	5.99	36	20.69%	9.30
Engineer I	\$37.62	228	30.20%	11.36	10	41.67%	15.68	6	42.86%	16.12	8	50.00%	18.81	0			76	43.68%	16.43
Senior Transportation Planner	\$53.30	6	0.79%	0.42	0			0			0			0			0		
Chief Structural Engineer	\$70.00	34	4.50%	3.15	0			0			0			0			0		
Structure Engineer IV	\$52.25	56	7.42%	3.88	0			0			0			0			0		
Structure Engineer I	\$38.67	18	2.38%	0.92	0			0			0			0			0		
Engineer V	\$58.52	18	2.38%	1.40	0			0			0			8	13.33%	7.80	10	5.75%	3.36
Engineer IV	\$49.12	64	8.48%	4.16	0			0			8	50.00%	24.56	40	66.67%	32.74	16	9.20%	4.52
Senior Design Technician	\$44.94	72	9.54%	4.29	6	25.00%	11.23	0			0			0			16	9.20%	4.13
Administrative Assistant	\$20.90	0																	
		0																	
		0																	
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TOTALS		755	100%	\$48.40	24	100%	\$43.80	14	100%	\$48.37	16	100%	\$43.37	60	100%	\$51.07	174	100%	\$45.60

Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation
Supplement #2

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours	
		Department Head	Senior Project Manager	Project Engineer	Design Engineer	Senior Transportation Planner	Chief Structural Engineer	Structural Engineer IV	Structural Engineer I	Sr. Traffic Engineer	Traffic Engineer	Design Technician			Admin. Asst.
1	Early Coordination and Data Collection														
	<i>By Civiltech</i>														
a.	Update exhibits for ESR submittal.		2	2	4							4		12	50.0%
b.	Update 40-year old Building Photolog & Summary Table.			2	4									6	25.0%
c.	Update and process ESR forms.			2	2									4	16.7%
d.	Update GIS Shapefiles of ESR boundary.											2		2	8.3%
	Sub-total Item 1	0	2	6	10	0	0	0	0	0	0	6	0	24	100.0%
2	Topographic Survey														
	<i>Additional field survey will be conducted by a subconsultant.</i>														
a.	Coordination with subconsultant.		4											4	28.6%
g.	Review of field survey.			2	2									4	28.6%
c.	Update project CAD files.			2	4									6	42.9%
	Sub-total Item 2	0	4	4	6	0	0	0	0	0	0	0	0	14	100.0%
3	Crash Analysis														
	<i>By Civiltech</i>														
a.	Collect four additional years of crash data (to be provided by DCDOT)													0	0.0%
b.	Tabulate data and plot collision diagram. We will use DuPage County MS2 database to pull the crashes and generate collision diagrams.				8									8	50.0%
c.	Analyze existing and opening day safety conditions.										4			4	25.0%
d.	Revise exhibits and tables.										4			4	25.0%
	Sub-total Item 3	0	0	0	8	0	0	0	0	0	8	0	0	16	100.0%
4	Traffic Analysis														
	<i>By Civiltech</i>														
a.	Update traffic volume exhibits to show Opening Day traffic.			4						2	4			10	16.7%
b.	Perform A.M. and P.M. Opening Day traffic analyses for two scenarios.		2	2						4	24			32	53.3%
c.	Perform A.M. and P.M. 2050 Build traffic analyses for one scenario.		2	2						2	12			18	30.0%
	Sub-total Item 4	0	4	8	0	0	0	0	0	8	40	0	0	60	100.0%
5	Concept Plan														
	<i>By Civiltech</i>														
a.	Prepare concept horizontal geometrics for alternatives.	2	8	12	24					2	4	4		56	32.2%
b.	Prepare plan exhibits showing the concept plan for the alternatives.		2	2	14							4		22	12.6%
c.	Prepare impact summary table for the alternatives			2	6									8	4.6%
d.	Design vehicle-template analyses completed for additional intersection analyses.		2	8	16							4		30	17.2%
e.	Design vehicle-template analyses and traffic operation/circulation review at the two gas stations to determine extents of impacts.	2	4	12	16					8	12	4		58	33.3%
	Sub-total Item 5	4	16	36	76	0	0	0	0	10	16	16	0	174	100.0%
6	Geometric Studies														
	<i>No additional work is anticipated</i>														
	Sub-total Item 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
7	Geotechnical Studies														
	<i>No additional work is anticipated</i>														
	Sub-total Item 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%

Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation
Supplement #2

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours		
		Department Head	Senior Project Manager	Project Engineer	Design Engineer	Senior Transportation Planner	Chief Structural Engineer	Structural Engineer IV	Structural Engineer I	Sr. Traffic Engineer	Traffic Engineer	Design Technician			Admin. Asst.	
8	Preliminary Environmental Site Assessment															
	<i>No additional work is anticipated</i>															
	Sub-total Item 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
9	Drainage Study															
	<i>No additional work is anticipated</i>															
	Sub-total Item 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
10	Wetland Investigation															
	<i>No additional work is anticipated</i>															
	Sub-total Item 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
11	Draft Project Development Report															
	<i>No additional work is anticipated</i>															0.0%
	Sub-total Item 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
12	Agency Coordination															
	<i>By Civiltech</i>															
a.	Prepare form D1 PD0038 and required exhibits as required by IDOT.		2	2											4	40.0%
b.	Prepare form BDE 1702 and required exhibits as required by IDOT, including letter and resolution.	2	2	2											6	60.0%
	Sub-total Item 12	2	4	4	0	0	0	0	0	0	0	0	0	10	100.0%	
13	Public Involvement															
	<i>By Civiltech</i>															
a.	Selection of and coordination with meeting venue.			2											2	1.9%
b.	Preparation of invitation letters to area residents and businesses.		2	2											4	3.8%
c.	Preparation of Public Information Meeting newspaper display advertisement.			1											1	1.0%
d.	Preparation of Public Information Meeting brochure.		2	4	8	2									16	15.2%
e.	Preparation of Public Information Meeting exhibits.	2	8	20	34	4									68	64.8%
f.	Attendance at Public Information Meeting.		4	4											8	7.6%
g.	Preparation of meeting summary and disposition of comments for documentation in Project Report.		2	2	2										6	5.7%
	Sub-total Item 13	2	18	35	44	6	0	0	0	0	0	0	0	105	100.0%	
14	Final Project Development Report															
	<i>No additional work is anticipated</i>															
	Sub-total Item 14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
15	Supervision, Administration & Project Coordination															
	<i>By Civiltech</i>															
a.	Monthly invoicing, status reports & schedule monitoring.		12	6											18	40.9%
b.	Client coordination.		6	6											12	27.3%
c.	In-house coordination meetings.	2	4	4	4										14	31.8%
	Sub-total Item 15	2	22	16	4	0	0	0	0	0	0	0	0	44	100.0%	

Belmont/Finley/Ogden/Cross Phase I Study
DuPage County Division of Transportation
Supplement #2

**WORKHOUR ESTIMATE
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours											Total Hours	% of Hours	
		Department Head	Senior Project Manager	Project Engineer	Design Engineer	Senior Transportation Planner	Chief Structural Engineer	Structural Engineer IV	Structural Engineer I	Sr. Traffic Engineer	Traffic Engineer	Design Technician			Admin. Asst.
16	Structural and Geotechnical Studies														
	<i>By Civiltech</i>														
a.	Site visit to verify existing conditions.						4	4						8	7.4%
b.	Inspection Report.						4	8						12	11.1%
c.	Prepare and submit a Type Size & Location (TSL) Report.						22	40	18					80	74.1%
d.	Prepare BLR Form 10210 (Preliminary Bridge Design and Hydraulic Report).						4	4						8	7.4%
	Sub-total Item 16	0	0	0	0	0	34	56	18	0	0	0	0	108	100.0%
17	Various Scope Items														
	<i>By Civiltech - to be determined and authorized by DuPage County</i>														
a.	Various Scope Items to be determined and authorized by DuPage County	10	20	40	80							50		200	100.0%
	Sub-total Item 17	10	20	40	80	0	0	0	0	0	0	50	0	200	100.0%
Total Hours:		20	90	149	228	6	34	56	18	18	64	72	0	755	
% of Hours:		2.6%	11.9%	19.7%	30.2%	0.8%	4.5%	7.4%	2.4%	2.4%	8.5%	9.5%	0.0%	100.0%	

COMPANY NAME: Civiltech Engineering, Inc.
PTB NUMBER: _____
TODAY'S DATE: 2/6/2024

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
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J.S. = Job Specific

EXHIBIT C

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

CONSULTANT: Civiltech Engineering, Inc.
PROJECT: Belmont/Finley/Ogden/Cross Phase I Study

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Project Manager	\$55.00	\$78.00	Minimum rate increased
Project Manager	\$35.00	\$78.00	Minimum rate increased
Engineer V	\$40.00	\$65.00	Maximum Rate increased
Engineer IV	\$35.00	\$55.00	Maximum Rate increased
Engineer III	\$30.00	\$45.00	
Engineer II	\$30.00	\$40.00	
Engineer I	\$30.00	\$40.00	
Water Resources Manager	\$55.00	\$78.00	Minimum rate increased
Senior Design Technician	\$30.00	\$45.00	
Administrative Assistant	\$15.00	\$33.00	Minimum rate increased
Senior Transportation Planner	\$40.00	\$65.00	Added. New staff in this category
Senior Graphic Designer	\$25.00	\$40.00	
Graphic Designer	\$25.00	\$40.00	Added. New staff in this category
Chief Structural Engineer	\$55.00	\$78.00	Added. New staff in this category
Structural Engineer I	\$30.00	\$45.00	Added. New staff in this category
Structural Engineer IV	\$35.00	\$55.00	Added. New staff in this category

Note: Maximum rate shall not exceed \$78.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Ty ✓ _____

Date: 3/4/2024

Approved By COUNTY: _____

Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. Minimum rate is the lowest rate being paid to personnel for a particular classification.
3. Maximum rate is the top rate being paid to personnel for a particular classification.
4. 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.



SCOPE OF WORK

DUPAGE COUNTY

DIVISION OF HIGHWAYS

PROFESSIONAL PRELIMINARY & DESIGN ENGINEERING SERVICES

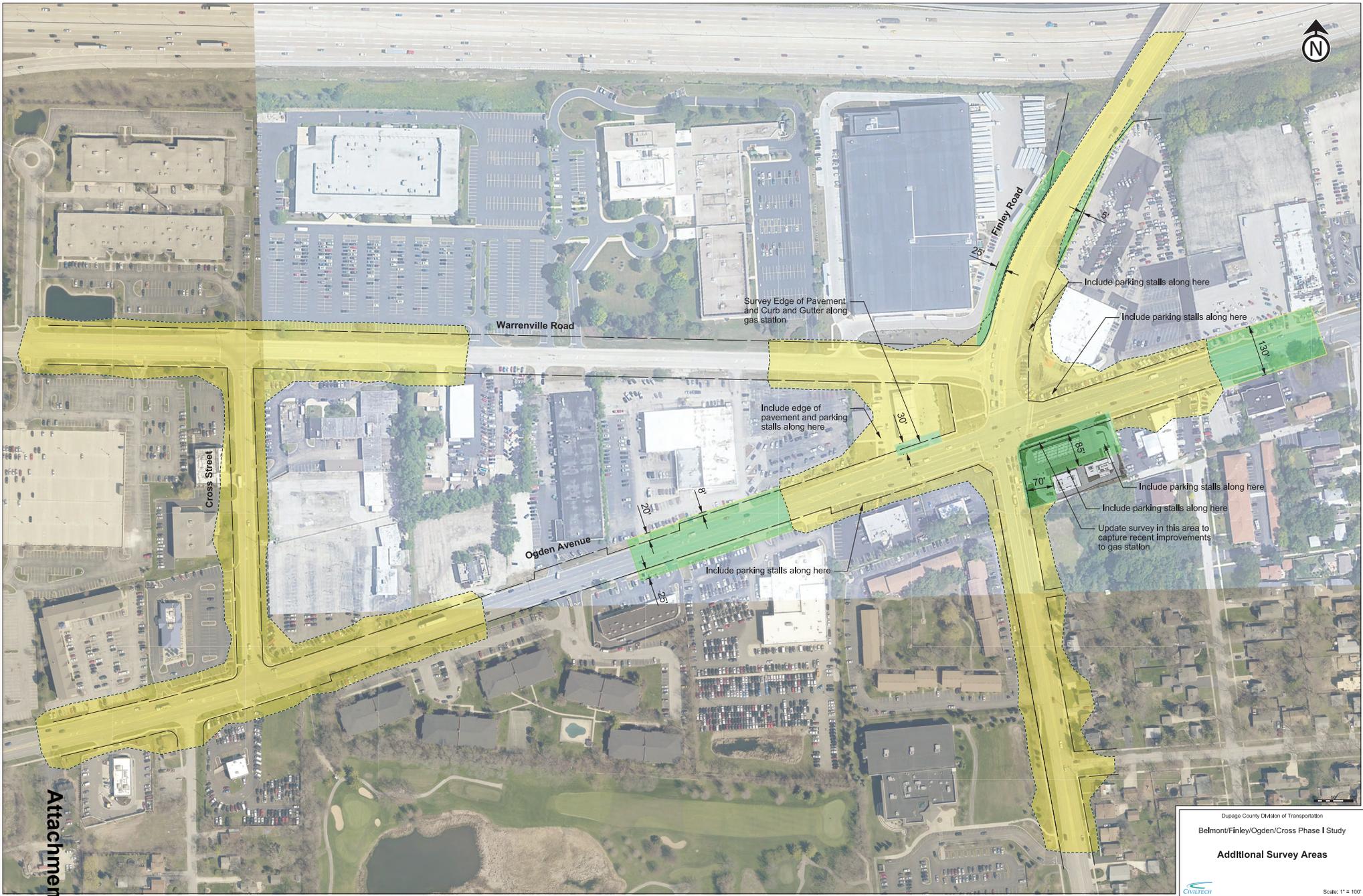
FINLEY ROAD/BELMONT ROAD/OGDEN AVENUE/CROSS STREET

Land Survey Scope of Services

Millennia is a sub-consultant to Civiltech Engineering, Inc. on this contract and has been assigned the following tasks:

Route Surveys

- **General Scope:**
 - a. The Project Limits are as shown on the attached Exhibit.
 - b. The lateral limits extend to 20 feet beyond the ROW.
 - c. The survey includes the location of all visible planimetric features and the production of an accurate terrain model. The field survey will be completed with Total Station survey methods.
 - d. The deliverables will be a basemap and TIN/Terrain model per the IDOT CADD standards. The basemap will provide all of the features normally found (lines, symbols, structure notes, etc.) in a route survey.
- **Control/Alignment:**
 - a. The horizontal datum will be the Illinois State Plane Coordinate System – NAD83 (2011 adjustment).
 - b. The vertical datum will be NAVD88.
 - c. Millennia will provide recovery ties in field book format for all the project control points.
- **Utility Survey:**
 - a. Millennia will provide “measure-down” sheets for each water and sewer structure within the project limits. “Measure-down” notes will include pipe size, material type, and invert elevation when accessible without entering the manhole.
 - b. Millennia will provide pipe size, material type, rim elevations and invert elevations on the CADD basemap.
 - c. Millennia will incorporate the Utility Information provided by the client into the basemap.
 - d. The utility survey will be completed to “Attribute Quality Level C” (Information obtained by surveying and plotting visible above-ground features and correlating with existing records), as specified in the “Standard Guideline for Collection and Depiction of Existing Utility Data” (American Society of Civil Engineers, CI/ASCE 38-02).
- **Tree Survey:**
 - a. Trees, 2 inches in diameter or greater and ornamental trees of value, within the Project Limits will be located, sized and identified as coniferous or deciduous.
- **Deliverables:**
 - a. Develop basemap and TIN model using Microstation/GeoPak software to IDOT CADD Standards.
 - b. Survey field notes including control ties, level circuit and “measure-down” notes.



DuPage County Division of Transportation
Belmont/Finley/Ogden/Cross Phase I Study
Additional Survey Areas
CIVILTECH
Scale: 1" = 100'
Exhibit A-1

DuPage County
 Division of Transportation
 Belmont Road/Finley Road/Ogden Avenue Phase I Study

Staff Hours Breakdown

TASK & DESCRIPTION	WORK HOURS	DIRECT COST
1 Field Survey		
Control	16	\$130.00
Lidar Scanning (3500 lineal feet)		
Robotic Total Station Survey	24	\$195.00
Utility Survey	16	\$130.00
ROW Determination		
2 Office Survey		
Control Adjustments	2	
Lidar Scanning Processing and CADD		
Traditional Survey Processing and CADD	40	
3 Administration		
Administration (3%)	4	
Total	102	\$455.00



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Millennia Professional Services
PRIME/SUPPLEMENT Supplement

DATE 12/21/2023
PTB NO. _____

CONTRACT TERM 2 MONTHS
START DATE 2/1/2024
RAISE DATE 2/2/2024

OVERHEAD RATE 139.77%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

2/1/2024 - 2/2/2024

2/3/2024 - 4/2/2024

0
2

2
2

= 0.00%
= 1.0300

103.00%

The total escalation for this project would be:

3.00%



Payroll Rates

FIRM NAME Millennia Professional Services DATE 12/21/2023
 PRIME/SUPPLEMENT Supplement
 PTB NO. _____

ESCALATION FACTOR 3.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Project Manager	\$75.57	\$70.00
Senior Project Engineer	\$86.00	\$70.00
Project Engineer	\$50.63	\$52.15
Project Manager	\$53.45	\$55.05
Engineer III	\$37.63	\$38.76
Engineer II	\$35.50	\$36.57
Engineer I	\$27.95	\$28.79
Geologist II	\$33.20	\$34.20
Technician VI	\$56.00	\$57.68
Technician V	\$45.27	\$46.63
Technician IV	\$40.35	\$41.56
Technician III	\$33.14	\$34.13
Technician II	\$25.60	\$26.37
Technician I	\$21.63	\$22.28
Union Technician	\$44.33	\$45.66
Administrator II	\$35.81	\$36.88
Adminsitrator I	\$21.00	\$21.63



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Civiltech		
<input type="checkbox"/> Prime <input checked="" type="checkbox"/> Supplement # <u>1</u> Date <u>12/21/23</u>		

Consultant
Millennia Professional Services of Illinois, Ltd

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 type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	7	\$65.00	\$455.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input 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"/>			
Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

EXHIBIT C

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

CONSULTANT: Millennia Professional Services of Illinois, Ltd
PROJECT: Belmont/Finley/Ogden/Cross Phase I Study

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Project Manager	\$60.00	\$70.00	
Project Manager	\$35.00	\$60.00	
Senior Project Engineer	\$40.00	\$70.00	
Project Engineer	\$35.00	\$55.00	
Engineer III	\$37.00	\$50.00	
Engineer II	\$25.00	\$37.00	
Engineer I	\$20.00	\$30.00	
Geologist II	\$20.00	\$50.00	
Technician VI	\$40.00	\$60.00	
Technician V	\$35.00	\$50.00	
Technician IV	\$30.00	\$45.00	
Technician III	\$25.00	\$35.00	
Technician II	\$20.00	\$30.00	
Technician I	\$15.00	\$25.00	
Union Technician	\$45.00	\$55.00	
Administrator II	\$25.00	\$50.00	
Administrator I	\$20.00	\$35.00	

Note: Maximum rate shall not exceed \$70.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Type Name: Ramon Dela Cruz 

Date: March 3rd, 2024

Approved By COUNTY: _____

Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. Minimum rate is the lowest rate being paid to personnel for a particular classification.
3. Maximum rate is the top rate being paid to personnel for a particular classification.
4. 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.



March 4, 2024

To: Greg J. Hatlestad, P.E., S.E.
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, Illinois 60143

Re: Proposal - Geotechnical Exploration
Proposed MSE Retaining Wall
Finley Road and Warrenville Road
Downers Grove, Illinois

Proposal No. Q23.580g_REV2

Via email: ghatlestad@civiltechinc.com

Dear Mr. Hatlestad,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Greg J. Hatlestad, P.E., S.E. of Civiltech Engineering, Inc. via email on December 11, 2023.

PROJECT UNDERSTANDING

Rubino understands that Civiltech Engineering, Inc. is planning a supplement for the Finley Road Phase I project with DuPage County. This supplement will include the reconstruction / realignment of the existing MSE wall along the west side of Finley Road north of its intersection with Warrenville Road. A potential improvement under consideration is reconstructing / realigning the south 200-ft of the wall to the west in order to accommodate a second left hand turn lane for the intersection with Ogden Avenue. Per the information provided, the existing wall is supported by a shallow foundation system.

The proposed wall may have a design height greater than 10-ft. As a result, the project will require a TS & L (by others) and an SGR Report for submittal.

Information received:

- RFP email from Greg J. Hatlestad, P.E., S.E. of Civiltech Engineering, Inc. on December 11, 2023.
- Drawing – “Retaining wall location”, DRAFT, Belmont / Finley/ Ogden / Cross Phase I Study, Exhibit 1, by Civiltech received on December 11, 2023
- Drawing – “Existing Finley Rd MSE Wall plan”, Type I Mechanically Stabilized Earth Wall (Metallic), by DuPage County Highway Department, Fiscal Year 1995
- Revision email to change BDE form on March 1, 2024

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Site Access	Permission from client / DuPage County Highway Department to access west side of wall
Permitting	Rubino anticipates permitting fees and bonds to be waived
Soil Sampling Method Proposed	Track-mounted Geoprobe Drill Rig
Traffic Control Needs	Lane Closure – Single Lane
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	IDOT SPT – 2 ½ ft to 30 ft, 5 ft thereafter (if necessary)
Additional Field Equipment needed	Rimac – for AASHTO
Backfill Needs	Cuttings and Bentonite Chips, if needed
Site Protection or Restoration included	None

Field crews should track start and end mileage per day.

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed construction areas. Rubino proposes the drilling scope of work (requested by the client) as detailed below:

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
4	30	Proposed Retaining Wall	2 ½ ft to or 30 ft, 5 ft intervals thereafter	AASHTO (Rimac)
4	120			

*BEG = below existing grade

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino’s current understanding of the project.

Site Access and Permitting

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Rubino anticipates that county permits fees and bonds will be waived, if fees or bonds are required, additional fees will apply.

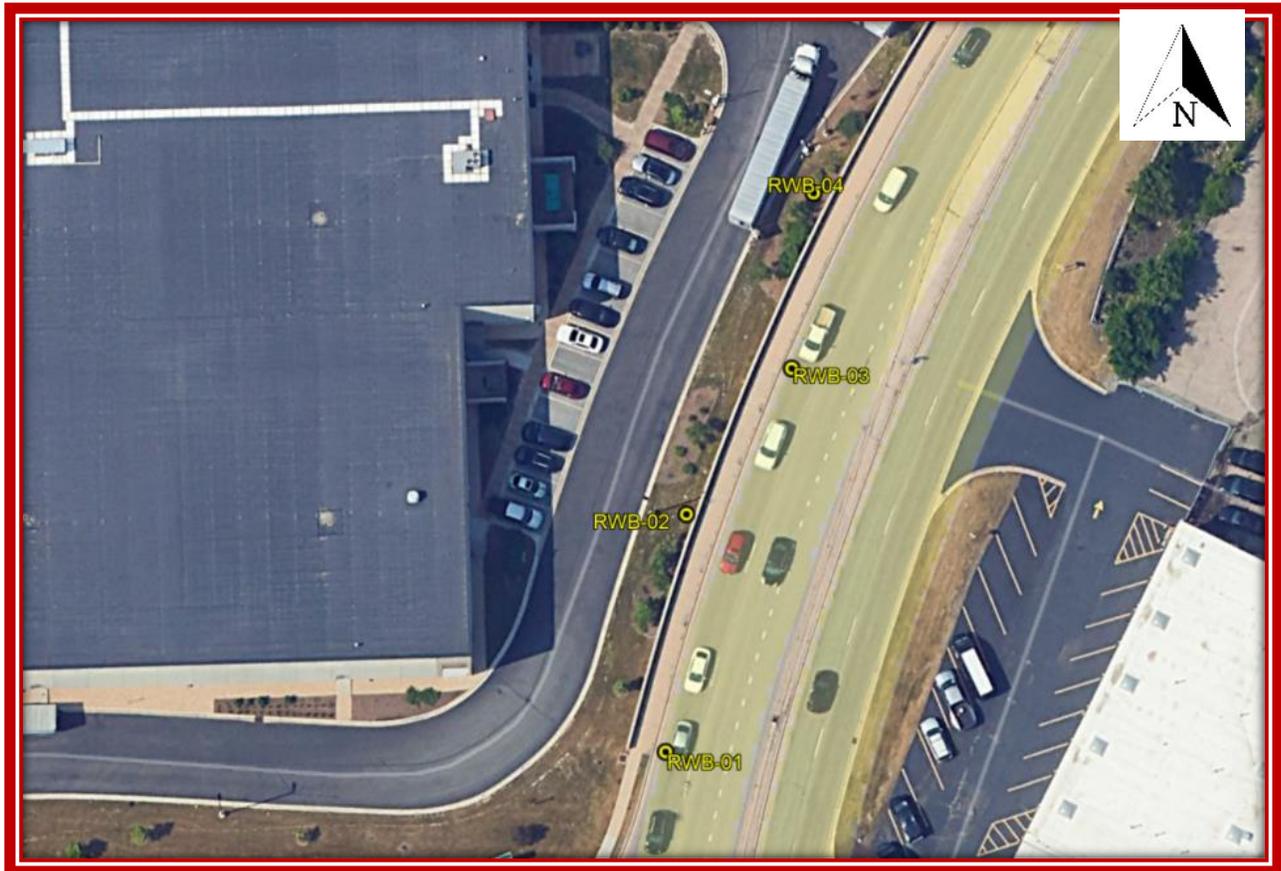
Traffic Control

Rubino anticipates that traffic control will be necessary along the east side or top of the wall (within Finley Road). Rubino will subcontract a traffic control company to provide a single lane closure.

Boring Locations

The approximate proposed boring locations are shown below. Actual boring locations to be coordinated with DuPage County DOT Prior to field work. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

Per the IDOT Geotechnical Manual (December 2020), the maximum boring spacing will be 75 feet (for wall equal to or less than 20-ft). In addition, two borings will be taken along the proposed wall face and two borings behind the wall (existing traffic lane of Finley Road). Rubino will require permission from the client / owner (DuPage County Highway Department) to access the grassy area west of the wall. If access to the area west of the wall is inaccessible, all borings will be taken on Finley Road.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 30 feet and 5 - foot intervals thereafter, as applicable.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 4.
- Granular soils with an N-value less than 6.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings (bentonite chips, if needed) and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included. Excess soil cuttings that do not backfill the boreholes will be spread within county right-of-way.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	4	Split spoon, bulk, or Shelby Tube
Hydrometer	3	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	48	Cohesive Samples
Organic Content	3	Split spoon, bulk, or Shelby Tube
Consolidation Testing	1	Shelby Tube
Triaxial Strength Test (3-point envelope)	1	Shelby Tube

STRUCTURE GEOTECHNICAL REPORT (SGR)

- Cover Sheet and Table of Contents
- Project Description and Scope
- Field Exploration
- Geotechnical Evaluations and Recommendations
 - Settlement
 - Slope Stability
 - Seismic Considerations
- Foundation Recommendations
- Construction Considerations
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results

An electronic copy of the report will be provided. The report will be addressed to Civiltech Engineering, Inc.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 15
Preparation of the Geotechnical Report	10 - 15

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

Rubino understands that metallic strip reinforcements associated with the existing MSE retaining wall may extend into the southbound traffic lane of Finley Road. These strips will probably not be marked by the public utility locators. As a result, Rubino may damage these strips while drilling in Finley Road. Therefore, the client or owner (DuPage County Highway Department) may want to subcontract a private locating company to search for strip reinforcement and other underground elements in a 10-foot area around the borings.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a cost plus fixed fee basis per the attached CECS. Based on the scope of services outlined above, the BDE 3602 fee will be \$28,816.21.

Please see the attached form BDE 3602 for a breakdown of fees by scope item.

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Signature on File

Michelle A. Lipinski, PE
President

Signature on File

Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions
BDE 3608
BDE 436

**This is an electronic copy. Hard Copies of this proposal are available upon request.



Payroll Escalation Table
Anniversary Raises
DLM 2.80

FIRM NAME Rubino Engineering, Inc.
PRIME/SUPPLEMENT _____

DATE 03/04/24
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 3/1/2024
RAISE DATE Anniversary

OVERHEAD RATE 169.03%
COMPLEXITY FACTOR 0
% OF RAISE _____

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.00%

The total escalation for this project would be: 0.00%



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Rubino Engineering, Inc.	Q23.580G_REV2	
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>02/02/24</u>

Consultant
 Civiltech

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"/>	Field 600	\$0.67	\$402.00
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 type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input 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 checked="" type="checkbox"/>	Field 2	\$2,000.00	\$4,000.00
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"/>			
Drill Rig Mobilization	In House Direct Cost (Field)	<input checked="" type="checkbox"/>	2	\$700.00	\$1,400.00
Tri-axial Testing	In House Direct Cost (Lab)	<input checked="" type="checkbox"/>	1	\$1,800.00	\$1,800.00
Hydrometer	In House Direct Cost (Lab)	<input checked="" type="checkbox"/>	3	\$178.00	\$534.00
Atterberg Limits	In House Direct Cost (Lab)	<input checked="" type="checkbox"/>	4	\$89.00	\$356.00
Organic Content	In House Direct Cost (Lab)	<input checked="" type="checkbox"/>	3	\$29.67	\$89.01
Natural Moisture Content	In House Direct Cost (Lab)	<input checked="" type="checkbox"/>	48	\$8.90	\$427.20
Shelby Tubes	In House Direct Cost (Field)	<input checked="" type="checkbox"/>	4	\$50.00	\$200.00
One-Dimensional Consolidation Test	In House Direct Cost (Lab)	<input checked="" type="checkbox"/>	1	\$960.00	\$960.00
				Total Direct Cost	\$10,168.21

*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: Mar 5, 2024

Bid/Contract/PO #: _____

Company Name: Civiltech Engineering, Inc.	Company Contact: Jonathan R. Vana, P.E.
Contact Phone: 630-773-3900	Contact Email: jvana@civiltechinc.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Conroy	Friends of Deb Conroy	Check	\$500.00	Mar 22, 2023

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Jonathan R. Vana, P.E.

Title President

Date Mar 5, 2024

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



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: Millennia Professional Services of Illinois	Company Contact: Thomas V. Ngo
Contact Phone: 630-705-0110	Contact Email: tngo@millennia.pro

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

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

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

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

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
N/A		

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:

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

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

Authorized Signature

Signature on File

Printed Name

Thomas V. Ngo

Title

President

Date

March 05, 2024

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



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: Mar 4, 2024

Bid/Contract/PO #: _____

Company Name: Rubino Engineering, Inc.	Company Contact: Michelle Lipinski P.E.
Contact Phone: 847-931-1555	Contact Email: michelle.lipinski@rubinoeng.com

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on File** _____
 Printed Name Michelle Lipinski
 Title President
 Date Mar 4, 2024

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



Transportation Resolution

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

File #: DT-R-0013-24

Agenda Date: 3/19/2024

Agenda #: 23.A.

AWARDING RESOLUTION
ISSUED TO MANEVAL CONSTRUCTION COMPANY
TO PROVIDE PARKING LOT IMPROVEMENTS
FOR THE DUPAGE COUNTY FAIRGROUNDS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT AMOUNT \$527,344.90)

WHEREAS, the County of DuPage has published a contract proposal for the 2024 DuPage County Fairgrounds-Parking Lot Improvements, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2024 fiscal year provides for the construction and maintenance of the County’s Fairgrounds parking lots; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<u>NAME</u>	<u>BID AMOUNT</u>
Maneval Construction Company, Inc.	\$ 527,344.90
Schroeder Asphalt Services, Inc.	\$ 527,497.15
Abbey Paving Company, Inc.	\$ 540,768.65
Geneva Construction Company	\$ 541,369.90
A Lamp Concrete Contractors, Inc.	\$ 546,000.00
M & J Asphalt Paving Company, Inc.	\$ 549,795.40
Everlast Blacktop, Inc.	\$ 562,703.00
Chicagoland Paving Contractors, Inc.	\$ 570,000.00
R W Dunteman Company	\$ 584,857.08

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Maneval Construction Company, Inc. for their submission of the lowest, most responsible bid in the amount of \$527,344.90.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Maneval Construction Company, Inc., 28090 W. Concrete Dr., Ingleside, IL 60041; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER 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 aforesaid contract with Maneval Construction Company, Inc.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

2024 MAR 12 PM 2: 03

OPENING OF PROPOSALS

Tuesday, March 12, 2024
2:00 PM

DuPage County Fairgrounds - 2024 Parking Lot Improvements
Section N/A

Engineer's Estimate: \$637,091.00

BIDDER	√	BID AMOUNT
Maneval Construction		527,344.90
A Lamp Concrete Contractors, Inc.		546,000.00
Geneva Construction Company		541,369.90
K-Five Construction		
Chicagoland Paving Contractors, Inc.		570,000.00
Everlast Blacktop, Inc.		562,703.00
Schroeder Asphalt Services, Inc.		527,497.15
M&J Asphalt Paving Company, Inc.		549,795.40
Abbey Paving Co. Inc.		540,768.65
R. W. Dunteman Co.		584,857.08

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
 - Cover page
 - Proposal
 - Signatures
 - Notice to Bidders
 - Contractor Certifications
 - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: <u>Maneval Construction Co.</u>	Company Contact: <u>Scott Budach</u>
Contact Phone: <u>815-355-0356</u>	Contact Email: <u>Budach@manevalpaving.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.org/government/county_board/ethics_in_the_county/

I hereby acknowledge that

Signature on File^{ts.}

Authorized Signature

Printed Name

Deborah Maneval

Title

President

Date

03/12

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



Transportation Resolution

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

File #: DT-R-0014-24

Agenda Date: 3/19/2024

Agenda #: 23.B.

AWARDING RESOLUTION
TO SUPERIOR ROAD STRIPING, INC.
2024 PAVEMENT MARKING MAINTENANCE PROGRAM
FOR THE DIVISION OF TRANSPORTATION
SECTION 24-PVMKG-12-GM
(COUNTY COST: \$470,795.68)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2024 Pavement Marking Maintenance Program along various County highways, Section 24-PVMKG-12-GM, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2024 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<u>NAME</u>	<u>AMOUNT</u>
Superior Road Striping, Inc.	\$ 470,795.68
Precision Pavement Markings, Inc.	\$ 482,785.33
Marking Specialists Corporation	\$ 892,381.69
A.C. Pavement Striping, Inc.	\$ 1,352,272.38

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Superior Road Striping, Inc. for their submission of the lowest, most responsible bid in the amount of \$470,795.68.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Superior Road Striping, Inc., 225 Miles Parkway, Bartlett, Illinois 60103 for their bid of \$470,795.68; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER 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 aforesaid contract with Superior Road Striping, Inc.; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and accompanying County Maintenance Resolution appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

Enacted and approved this this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

ese

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
03/12/2024	NAME 421 N. County Farm Road	NAME	
DATE	ADDRESS Wheaton, IL 60187	ADDRESS	
	CITY, STATE, ZIP Wheaton, IL 60187	CITY, STATE, ZIP	

FUND			AGENCY			VENDOR NUMBER			EXPIRATION DATE			LAST INVOICE DATE			FOB		
						11736			11/30/2025			6/30/2026			Wheaton, IL		
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT						UNIT PRICE	EXTENSION				
FY24-1500-3550-53320						2024 Pavement Marking Maintenance Program							470,795.68				
						Section 24-PVMKG-12-GM											
TOTAL													\$470,795.68				

VENDOR
Superior Road Striping, Inc., 225 Miles Parkway Bartlett, IL 60103

COMMITTEE APPROVAL	DATE
Transportation	03/19/24
County Board	03/26/24

<p>DOT TO ISSUE FORMAL NOTICE TO PROCEED</p> <p>DO NOT SEND PO</p> <p>HEADER COMMENTS</p> <p>***DOT-SUPERIOR - 24-PVMKG-12-GM ***</p>	<p>Signature on File</p> <p>DEPARTMENT APPROVAL _____</p> <p>DATE <u>3/13/2024</u></p>
--	---

DU PAGE COUNTY
DIVISION OF TRANSPORTATION

2024 MAR 12 PM 2: 03

OPENING OF PROPOSALS

Tuesday, March 12, 2024
2:00 PM

2024 Pavement Marking Maintenance
Section 24-PVMKG-12-GM

Engineer's Estimate: \$551,738.88

BIDDER	√	BID AMOUNT
AC Pavement Striping Co.		Base 1,092,047.45
		Alternate A 82,610.25
		Alternate B 43,867.76
		Alternate C 98,016.56
		Alternate D 35,730.36
Precision Pavement Markings, Inc.		Base 379,685.45
		Alternate A 34,720.25
		Alternate B 16,081.41
		Alternate C 37,315.86
		Alternate D 14,982.36
Marking Specialists Corporation		Base 692,856.95
		Alternate A 70,637.75
		Alternate B 29,301.55
		Alternate C 69,263.48
		Alternate D 30,321.96
High Star Traffic		Base 368,845.45
		Alternate A 34,720.25
		Alternate B 15,711.86
		Alternate C 36,550.16
		Alternate D 14,967.96
		Base
		Alternate A
		Alternate B
		Alternate C
		Alternate D



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: 24-PVMKG-12-GM

Company Name: Superior Road Striping, Inc.	Company Contact: Sandy DeHoyos
Contact Phone: 630-293-0026	Contact Email: sjdehoyos@highstartraffic.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature _____

Signature on File

Printed Name _____

Brian Patterson

Title _____

Director Contracts & Administration

Date _____

2-28-24

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



Transportation Resolution

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

File #: DT-R-0015-24

Agenda Date: 3/19/2024

Agenda #: 23.C.

GRANT OF DEDICATION FROM COUNTY OF DUPAGE TO
THE CITY OF WEST CHICAGO
LOCAL GOVERNMENT PROPERTY TRANSFER ACT

WHEREAS, the County of DuPage (“COUNTY”) holds title to a portion of Handorf Street, as depicted in the attached Plat of Dedication (Exhibit A); and

WHEREAS, the “16,764 square foot Dedication” depicted on the Plat of Dedication is necessary for the City of West Chicago (“CITY”) to continue to use as part of Hahndorf Street for roadway purposes; and

WHEREAS, it is in the best interest of the COUNTY and the CITY that the COUNTY grant said Dedication to the CITY for public use; and

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

WHEREAS, Section 2 of the Transfer Act authorizes a municipality (COUNTY), pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey property to a municipality (CITY) when it is necessary or convenient for the municipality (CITY) to use, occupy or improve the property in the making of any public improvement or for a public purpose by the transferee municipality (CITY) if the municipality (CITY) has passed an ordinance making such a finding; and

WHEREAS, the CITY on September 8, 2023, passed Ordinance No. 23-O-0033 “that the City Council finds it necessary or convenient for it to obtain a dedication to continue to use part of Hahndorf Street for roadway purposes;” as depicted on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County of DuPage shall grant the City of West Chicago the “16,764 square foot Dedication” through the attached Plat of Dedication, Exhibit A, and the City of West Chicago shall be responsible for recording said Plat of Dedication.

Enacted and approved this 26th day of March, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

CITY OF WEST CHICAGO

ORDINANCE NO. 23-O-0033

**AN ORDINANCE OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS
AUTHORIZING THE ACCEPTANCE OF A
PORTION OF HAHNDORF STREET FOR ROADWAY PURPOSES**

**ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF WEST CHICAGO
September 18, 2023**

Published in pamphlet form by the authority of the City Council of the City of West Chicago, DuPage County, Illinois, on the 19th day of September, 2023.

ORDINANCE NO. 23-O-0033

**AN ORDINANCE OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS
AUTHORIZING THE ACCEPTANCE OF A
PORTION OF HAHNDORF STREET FOR ROADWAY PURPOSES**

WHEREAS, the City of West Chicago (hereinafter, "CITY") is a home rule municipality existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1 *et seq.*, located in the County of DuPage, State of Illinois; and

WHEREAS, the County of DuPage (hereinafter "COUNTY") holds title to a portion of Hahndorf Street, depicted in Exhibit A, Plat of Dedication (hereinafter "PROPERTY"); and

WHEREAS, the City desires to acquire the PROPERTY to continue to use as part of Hahndorf Street for roadway purposes; and

WHEREAS, the CITY hereby determines that it is reasonable, necessary, convenient and in the public interest and welfare to acquire said PROPERTY; and

WHEREAS, the COUNTY is empowered to convey its property interest in said PROPERTY to the CITY upon a two-thirds vote of the COUNTY's Board pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (hereinafter "TRANSFER ACT"); and

WHEREAS, as a condition precedent to a conveyance under Section 2 of the TRANSFER ACT, the transferee (CITY) must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor 50 ILCS 605/2; and

WHEREAS, the CITY is authorized to accept the attached Plat of Dedication (hereinafter "PLAT") pursuant to the authority granted in Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* and the TRANSFER ACT.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled:

Section 1. That the recitals set forth above are incorporated herein in their entirety.

Section 2. That the CITY hereby declares that "it is necessary or convenient for it to use, occupy or improve" the PROPERTY owned by the COUNTY.

Section 3. That PROPERTY described herein is accepted by the City, in the form attached hereto as Exhibit A.

Section 4. That the upon approval by the County Board of the COUNTY, the Mayor for the CITY or his designee is hereby authorized to sign the PLAT, execute any other documents

necessary and pertinent to acceptance of said PLAT and transmit two duplicate originals of this authorizing Ordinance and Plat of Dedication to the County of DuPage Division of Transportation.

Section 5. That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 6. That this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 18th day of September, 2023.

Alderman D. Beebe	<u>Aye</u>	Alderman L. Chasse	<u>Aye</u>
Alderman J. Sheahan	<u>Aye</u>	Alderman H. Brown	<u>Aye</u>
Alderman A. Hallett	<u>Aye</u>	Alderman C. Dettmann	<u>Aye</u>
Alderman M. Birch-Ferguson	<u>Aye</u>	Alderman S. Dimas	<u>Aye</u>
Alderman K. Swiatek	<u>Aye</u>	Alderman J. Smith, Jr	<u>Aye</u>
Alderman R. Stout	<u>Absent</u>	Alderman J. Short	<u>Aye</u>
Alderman J. Morano	<u>Aye</u>	Ward 7 - Vacant	

Signature on File

APPROVED as to form:

[Handwritten signature]

APPROVED this 18th of September

Signature on File

Mayor Ruben Pineda

ATTEST:

Signature on File

Valeria Perez, Executive Office Manager



STATE OF ILLINOIS)
COUNTY OF DU PAGE)

CERTIFICATE

I, Valeria Perez, Certify that I am the Executive Office Manager of the City of West Chicago, DuPage County, Illinois.

I further certify that on September 18, 2023 the Corporate Authorities of such municipality passed and approved Ordinance No. 23-O-0033 entitled:

**AN ORDINANCE OF THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS
AUTHORIZING THE ACCEPTANCE OF A
PORTION OF HAHNDORF STREET FOR ROADWAY PURPOSES**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 23-O-0033 including the ordinance and a cover sheet hereof was prepared, and a copy of such ordinance posted in the municipal building, commencing on September 19, 2023 continuing for at least ten days thereafter. Copies of such ordinance were also available for public inspection upon request in the Office of the City Administrator.

Dated at West Chicago, Illinois, this 18th of September, 2023.

SEAL



Signature on File _____

Valeria Perez, Executive Office Manager

PLAT OF DEDICATION TO THE CITY OF WEST CHICAGO OF

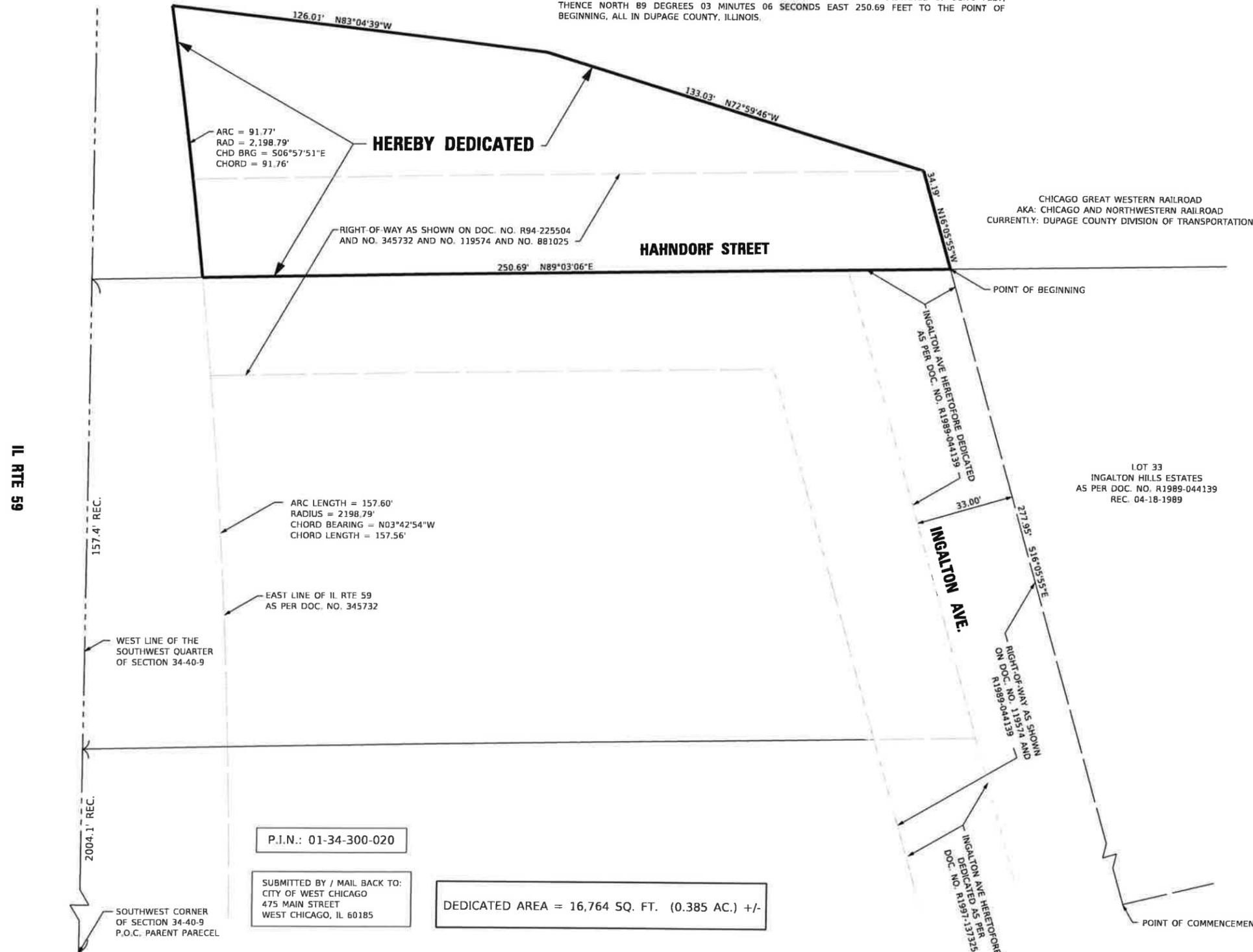
DUPAGE COUNTY RECORDER'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD
IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE ____ DAY
OF _____, A.D. 20 ____ AT _____ O'CLOCK.

RECORDER OF PLATS

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 33 IN INGALTON HILLS ESTATES RECORDED APRIL 18, 1989 AS DOCUMENT NUMBER R1989-044139, THENCE NORTH 16 DEGREES 05 MINUTES 55 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 33 ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF INGALTON AVENUE 277.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 33 FOR A POINT OF BEGINNING, THENCE CONTINUING ALONG SAID LINE EXTENDED NORTH 16 DEGREES 05 MINUTES 55 SECONDS WEST 34.19 FEET, THENCE NORTH 72 DEGREES 59 MINUTES 46 SECONDS WEST 133.03 FEET, THENCE NORTH 83 DEGREES 04 MINUTES 39 SECONDS WEST 126.01 FEET TO A NON-TANGENT CURVE (BEING THE EASTERLY LINE OF STATE ROUTE ILLINOIS 59), THENCE SOUTHERLY ALONG SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,198.79 FEET, AN ARC LENGTH OF 91.77 FEET, A CHORD BEARING SOUTH 06 DEGREES 57 MINUTES 51 SECONDS EAST AND A CHORD DISTANCE OF 91.76 FEET, THENCE NORTH 89 DEGREES 03 MINUTES 06 SECONDS EAST 250.69 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

DUPAGE COUNTY DIVISION OF TRANSPORTATION DOES HEREBY CERTIFY THAT THEY ARE HOLDER OF RECORD TITLE TO THE HEREON DESCRIBED PROPERTY AND THAT THEY HAVE CAUSED SAID PROPERTY TO BE DEDICATED AS SHOWN ON THE PLAT HEREON DRAWN.

DATED THIS ____ DAY OF _____, A.D. 20 ____

ATTEST: _____ BY: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D. 20 ____

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

CITY OF WEST CHICAGO MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF DEDICATION ATTACHED HERETO BY RESOLUTION NO. _____ DULY AUTHENTICATED AS PASSED THIS ____ DAY OF _____, 20 ____.

MAYOR

ATTEST: _____

CITY CLERK

COUNTY CLERK'S CERTIFICATE:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE DEDICATION PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE DEDICATION PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY AT _____, ILLINOIS

THIS ____ DAY OF _____, A.D. 20 ____

COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

WE, THOMAS ENGINEERING, LLC DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF DEDICATION, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME BASED ON OFFICIAL PLATS AND RECORDS. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 3RD DAY OF AUGUST, A.D. 2023

Signature on File

CHRISTOPHER DEYOUNG PE, PLS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817
LICENSE EXPIRES: NOVEMBER 30, 2024
EMAIL: CHRISD@THOMAS-ENGINEERING.COM



ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183