



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, April 18, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-1520](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday April 4, 2023.

6. BUDGET TRANSFERS

6.A. [23-1522](#)

Budget Transfer of \$400,000.00 from Capital Contingencies 1500- 3550-54199 to Engineering/Architectural Services 1500-3550-53010. Additional funds needed due to the inclusion of a third contract for our annual pavement maintenance resurfacing program.

6.B. [23-1523](#)

Budget Transfer of \$4,300,000.00 from Transportation Infrastructure 1500- 3500-54050 to Repair & Maintenance Roads 1500-3500-53320. Additional Funds needed due to inclusion of a third pavement maintenance resurfacing project due to other capital projects being moved to 2024 due to land acquisition, agency approvals and/or railroad coordination delays.

6.C. [23-1524](#)

Budget Transfer of \$500,000.00 from Capital Contingencies 1500-3550-54199 to Repair & Maintenance Roads 1500-3550-53320. Additional Funds needed due to inclusion of a third pavement maintenance resurfacing project due to other capital projects being moved to 2024 due to land acquisition, agency approvals and/or railroad coordination delays.

7. PROCUREMENT REQUISITIONS**7.A. [23-1521](#)**

Recommendation for the approval of a contract to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for the Division of Transportation, for the period April 18, 2023 through February 22, 2024, for a contract total not to exceed \$20,000; per most qualified offer on Proposal 21-096-FM.

7.B. [DT-P-0063-23](#)

Recommendation for the approval of a contract to Hard Rock Concrete Cutters, Inc., for sidewalk saw cutting, for the period of April 26, 2023 through March 31, 2024, as needed for the Division of Transportation, for a contract total not to exceed \$40,000; per Municipal Partnering Initiative bid #2022-23, first of two options to renew.

7.C. [DT-P-0064-23](#)

Recommendation for the approval of a contract with Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, for the Division of Transportation, for the period of May 1, 2023 through August 15, 2026, for a contract total not to exceed \$90,000; contract pursuant to the Intergovernmental Cooperation Act NJPA - Sourcewell #062222.

7.D. [DT-P-0065-23](#)

Recommendation for the approval of a contract to Northern Contracting, Inc., to furnish, deliver, repair and install guard-rails, as needed for the Division of Transportation, for the period May 12, 2023 through May 11, 2024, for a contract total not to exceed \$40,000; per lowest responsible bid 21-028-DOT; second of three options to renew.

7.E. [DT-P-0066-23](#)

Recommendation for the approval of a contract to Primera Engineers, Ltd., to provide Professional Construction Engineering Services for the 2023 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM, for the period of April 25, 2023 through November 30, 2024, for a contract total not to exceed \$459,579.18; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.

7.F. [DT-P-0067-23](#)

Recommendation for the approval of a contract to Chastain & Associates, LLC, to provide Professional Construction Engineering Services for the 2023 Pavement Maintenance (Central) Program Section 23-PVMTC-21-GM, for the period of April 25, 2023 through November 30, 2024, for a contract total not to exceed \$473,055.98; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

7.G. [DT-P-0068-23](#)

Recommendation for the approval of a contract purchase order to H.W. Lochner, Inc., for Professional Construction Engineering Services for the 2023 Pavement Maintenance (South) Program, Section 23-PVMTC-20-GM, for the period of April 25, 2023 through November 30, 2024, for a contract total not to exceed \$586,291.33; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

8. AMENDING RESOLUTIONS8.A. [23-1577](#)

DT-R-0058A-23 - Amendment to DT-R-0058-23, issued to Maneval Construction Company, Inc., to provide parking lot improvements for the DuPage County Fairgrounds, to increase the funding in the amount of \$75,000; resulting in an amended contract total of \$428,014.45, an increase of 21.25%, (No County cost; 100% grant funded).

9. AWARDING RESOLUTIONS9.A. [DT-R-0059-23](#)

Awarding Resolution to R.W. Dunteman Company, for the 2023 Pavement Maintenance (Central) Program, Section 23-PVMTC-21-GM, for an estimated County cost of \$4,138,000.00; per low bid.

9.B. [DT-R-0060-23](#)

Awarding Resolution to R.W. Dunteman Company, for the 2023 Pavement Maintenance (South) Program, Section 23-PVMTC-20-GM, for an estimated County cost of \$4,367,944.39; per low bid.

9.C. [DT-R-0061-23](#)

Awarding Resolution to R.W. Dunteman Company, for the 2023 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM, for an estimated County cost of \$6,288,300.00; per low bid.

10. INTERGOVERNMENTAL AGREEMENTS10.A. [DT-R-0062-23](#)

Intergovernmental Agreement between the County of DuPage and the Township of Lisle to extend road resurfacing beyond County Right-of-Way on multiple side streets along Maple Avenue, within the Township. County to be reimbursed \$3,366.00.

10.B. [DT-R-0063-23](#)

Intergovernmental Agreement between the County of DuPage and City of Wheaton to extend road resurfacing beyond County Right-of-Way on multiple side streets along Jewell Road, within the City. County to be reimbursed \$6,594.00.

- 10.C. [DT-R-0064-23](#)
Intergovernmental Agreement between the County of DuPage and Village of Bloomingdale to extend road resurfacing beyond County Right-of-Way on multiple side streets along Army Trail Road, within the Village. County to be reimbursed \$14,225.
- 10.D. [DT-R-0065-23](#)
Intergovernmental Agreement between the County of DuPage and Village of Winfield to extend road resurfacing beyond County Right-of-Way on multiple side streets along Jewell Road, within the Village. County to be reimbursed \$23,674.00.
- 10.E. [DT-R-0066-23](#)
Intergovernmental Agreement between the County of DuPage and Village of Glendale Heights to extend road resurfacing beyond County Right-of-Way on multiple side streets along Army Trail Road, within the Village. County to be reimbursed \$29,631.00.

11. GRANT PROPOSAL NOTIFICATIONS

- 11.A. [23-1525](#)
GPN-022-23: DOT Statewide Planning and Research Funds (SPR) - DuPage County Trail System - Illinois Department of Transportation - Federal Highway Administration - \$90,000.00. (Department of Transportation)

12. PRESENTATION

- 12.A. [23-1565](#)
Fiscal Year 2023-2027 Transportation Improvement Plan.
- 12.B. [23-1526](#)
Recommendation to the DuPage County Board to release the Fiscal Year 2023-2027 Transportation Improvement Plan.

13. OLD BUSINESS

14. NEW BUSINESS

15. ADJOURNMENT



Minutes

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

File #: 23-1520

Agenda Date: 4/18/2023

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, April 4, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:01 AM.

2. ROLL CALL

PRESENT	Chaplin, Covert, Evans, Ozog, and Tornatore
ABSENT	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. [23-1341](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday March 21, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0056-23](#)

Recommendation for the approval of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver automotive lubricants, as needed for the Division of Transportation, for the period of April 12, 2023 through October 11, 2023, for a contract total not to exceed \$30,000; per lowest responsible bid 23-040-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6.B. [DT-P-0057-23](#)

Recommendation for the approval of a contract to Plote Construction, Inc., to furnish and deliver Bituminous Paving Materials for the western region, as needed for the Division of Transportation (\$25,000) and Facilities Management (\$26,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$51,000; per lowest responsible bid 23-023-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6.C. [DT-P-0058-23](#)

Recommendation for the approval of a contract to BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period of May 13, 2023 through May 12, 2024, for a contract total not to exceed \$70,000; per renewal option under bid award 20-028-DOT, third and final option to renew.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6.D. [DT-P-0059-23](#)

Recommendation for the approval of a contract to Vulcan Construction Materials, LLC, to furnish and deliver Coarse and Fine Aggregates, as needed for the Division of Transportation (\$30,000), Public Works (\$30,000) and Facilities Management (\$35,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$95,000; per lowest responsible bid 23-023-DOT.

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

6.E. [DT-P-0060-23](#)

Recommendation for the approval of a contract to Ozinga Ready Mix Concrete, Inc., to furnish and deliver Portland Cement Concrete, as needed for the Division of Transportation (\$50,000), Public Works (\$25,000) and Facilities Management (\$25,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$100,000; per lowest responsible bid 23-023-DOT.

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

6.F. [DT-P-0061-23](#)

Recommendation for the approval of a contract to DuKane Asphalt Company, to furnish and deliver Bituminous Paving Materials for the central region, as needed for the Division of Transportation, for the period April 12, 2023 through March 31, 2024, for a contract total not to exceed \$110,000; per lowest responsible bid 23-023-DOT.

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

6.G. [DT-P-0062-23](#)

Recommendation for the approval of a contract to K-Five Construction Corporation, to furnish and deliver Bituminous Paving Materials for the southeast region, as needed for the Division of Transportation (\$115,000) and Public Works (\$24,000), for the period of April 12, 2023 through March 31, 2024, for a contract total not to exceed \$139,000; per lowest responsible bid 23-023-DOT.

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

7. **CHANGE ORDERS**7.A. [23-1281](#)

Joe Cotton Ford-Decrease and Close P.O. # 5357.

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

7.B. [DT-CO-0043-23](#)

Recommendation for the approval of an increase of \$15,000 to contract purchase order 5797-0001 SERV, issued to Northern Contracting, Inc., to furnish, deliver, repair and install guard-rails, as needed for the Division of Transportation, for the period May 12, 2022 through May 11, 2023, for an amended contract total not to exceed \$44,900.

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

8. AMENDING RESOLUTIONS

8.A. [23-1314](#)

DT-R-0313A-21 – Amendment to Resolution DT-R-0313-21, issued to Lorig Construction Company, for I-355 Noise Abatement Wall, Section 20-NWALL-01-NW, to increase the funding in the amount of \$20,000, resulting in an amended total amount of \$360,420.50, an increase of 5.88%.

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

9. ORDINANCES

9.A. [DT-O-0049-23](#)

Ordinance declaring the conveyance, from the Village of Lisle to the County of DuPage of Right-of-way and construction easements, necessary and convenient to the County of DuPage for improvements along CH3/Warrenville Road over the East Branch of the DuPage River, Section No. 14-00124-04-BR.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

9.B. [DT-O-0050-23](#)

Ordinance approving the execution of an Intergovernmental Agreement between the County of DuPage and the Lisle Park District, for land conveyance related to the improvements along CH3/Warrenville Road bridge over the East Branch of the DuPage River. Section No. 14-00124-04-BR (County Cost - \$7,500.00).

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

10. AWARDING RESOLUTIONS**10.A. [DT-R-0058-23](#)**

Awarding Resolution to Maneval Construction Company, Inc., for the DuPage County Fairgrounds Parking Lot Improvements, for an estimated County cost of \$353,014.45, Per low bid; County to be reimbursed 100%.

Discussion held.

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

11. TRAVEL REQUEST**11.A. [23-1292](#)**

Director of Transportation/County Engineer to travel to Bloomington, Illinois from May 8th, 2023 to May 10th, 2023, to attend the 2023 Spring Meeting of the Illinois Association of County Engineers. Expenses to include registration, lodging and meals, for an estimated County cost of \$887.25.

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

12. PRESENTATION**12.A. [23-1367](#)**

ComEd Vegetative Management Plan.

Sidney Kenyon, our Senior Transportation Planner, provided an overview of ComEd's 2023 and 2024 Vegetative Management Plan, along the Illinois Prairie Path and Great Western Trail. The work includes spot tree trimming, tree removals and herbicide application. This maintenance focuses on eliminating potential service interruptions.

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

Director Snyder informed the Committee that the winter season is transitioning into the spring season and he commended Mike Figuray, the Manger of Highway Operations, the entire DOT Maintenance Division, DOT staff, Public Works and Stormwater Management for a job well done in clearing the County highways these past few months! Even though there was half the snowfall as the previous year, they still had about the same number of call-outs to clear the highways.

15. ADJOURNMENT

A motion was made by Chair Ozog and seconded by Member Chaplin to adjourn. The motion carried and the meeting was adjourned at 10:27 A.M.



Budget Transfer

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

File #: 23-1522

Agenda Date: 4/18/2023

Agenda #: 6.A.



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 23-1523

Agenda Date: 4/18/2023

Agenda #: 6.B.



Budget Transfer

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

File #: 23-1524

Agenda Date: 4/18/2023

Agenda #: 6.C.



Transportation Requisition under \$30,000

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

File #: 23-1521

Agenda Date: 4/18/2023

Agenda #: 7.A.



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: 21-096-FM	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$20,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$60,000.00
	CURRENT TERM TOTAL COST: \$20,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Red Wing Brands of America, Inc.	VENDOR #: 10549	DEPT: Division of Transportation	DEPT CONTACT NAME: Michael Figuray
VENDOR CONTACT: Brian Duerinck	VENDOR CONTACT PHONE: 815-355-4242	DEPT CONTACT PHONE #: 630-407-6924	DEPT CONTACT EMAIL: michael.figuray@dupageco.org
VENDOR CONTACT EMAIL: brian.duerinck@redwingshoes.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to Red Wing Brands of America, to furnish safety shoes and work boots, as needed for the Division of Transportation, for the period April 18, 2023 through February 22, 2024, for a contract total not to exceed \$20,000.00. Per most qualified offer on Proposal #21-096-FM, first option to renew.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Qualified Division of Transportation employees are provided with a \$200.00 allowance voucher to purchase safety shoes/boots. Red Wing Brands of America will invoice the County the amount for what the employees spent for the shoes up to \$200.00. Any amount exceeding \$200.00 is paid for by the employee at the time of purchase.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Red Wing Brands of America, Inc.	Vendor#: 10549	Dept: Division of Transportation	Division: Finance
Attn: Brian Duerinck	Email: brian.duerinck@redwingshoes.com	Attn:	Email: DOTFinance@dupageco.org
Address: 314 Main Street	City: Red Wing	Address: 421 N. County Farm Rd	City: Wheaton
State: MN	Zip: 55066	State: IL	Zip: 60187
Phone: 651-388-8211	Fax: 651-385-1798	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Red Wing Brands of America, Inc.	Vendor#: 10549	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 844329	City: Dallas	Address:	City:
State: TX	Zip: 75284-4329	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 18, 2023	Contract End Date (PO25): Feb 22, 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		DOT - Safety Shoes/Work Boots	FY23	1500	3500	52200		2,500.00	2,500.00
2	1	EA		DOT - Safety Shoes/Work Boots	FY23	1500	3510	52200		14,000.00	14,000.00
3	1	EA		DOT - Safety Shoes/Work Boots	FY23	1500	3520	52200		3,500.00	3,500.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 20,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Furnish safety shoes and work boots, for qualified Division of Transportation employees, on an as needed basis.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 SAFETY SHOES AND WORK BOOTS 21-096-FM
 BID TABULATION

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Criteria	Available Points	RED WING BRANDS OF AMERICA INC.	BOOT BARN WORK
Firm Qualifications	25	25	10
Key Qualifications	5	5	3
Project Understanding	35	35	0
Price	35	35	35
Total	100	100	48

DISCOUNT PROVIDED OFF RETAIL PRICE LIST	15%	15%
Percentage of points	100%	100%
Points awarded (wtd against lowest price)	35	35

NOTES

RFP Posted on 12/06/2021 Bid Opened On 12/22/2021, 2:30 PM CST by DW,NE	
Invitations Sent	27
Total Requesting Documents	1
Total Bid Responses Received	2

SECTION 9 - PROPOSAL FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	Red Wing Brands of America, Inc.
Main Business Address	314 Main Street
City, State, Zip Code	Red Wing, MN 55066
Telephone Number	651 388 8211
Fax Number	651-385-1798
Proposal Contact Person	Brian Duerinck, Field Account Manager
Email Address	Brian.Duerinck@redwingshoes.com

The undersigned certifies that he is:

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

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

Mark Urdahl, CEO
(President or Partner)

Robert "Tito" Warren, President of Global Industrial Sales & Operations
(Vice-President or Partner)

Sarah Erickson, EVP, General Counsel & Secretary
(Secretary or Partner)

Brian Ross, CFO
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. None, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed. Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

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

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

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and

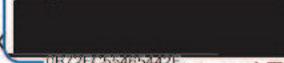
held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.) Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

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

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

DocuSigned by:

 (Signature and Title)
 Robert "Tito" Warren, President of Global Industrial Sales & Operations

DocuSigned by:

 CORPORATE SEAL
 (If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2021

My Commission Expires: _____
 (Notary Public)

Bids do not have to be notarized before submission.

CONTRACT ADMINISTRATION INFORMATION

CORRESPONDENCE TO OFFEROR:		REMIT TO OFFEROR:	
NAME		NAME	
CONTACT		CONTACT	
ADDRESS		ADDRESS	
CITY ST ZIP		CITY ST ZIP	
TX		TX	
FX		FX	
EMAIL		EMAIL	
COUNTY BILL TO INFORMATION:			
DuPage County Facilites Management	Attn : Mary Ventrella	421 N. County Farm Rd Wheaton, IL 60187	TX : (630) 407-5700
DuPage County Public Works	Attn : Sandra Martinez	7900 S. Route 53 Wood Ridge, IL 60517	TX : (630) 985-7400
DuPage County Stormwater Management	Attn : Alicia Favela	421 N. County Farm Rd Wheaton, IL 60187	TX : (630) 407-6698
DuPage County Care Center	Attn : Nancy Palima	400 N. County Farm Rd. Wheaton, IL 60187	TX : (630) 784-4422

1/19/23: OLD PRICING



RED WING FOR BUSINESS

Brian Duerinck | Red Wing Shoe Co
brian.duerinck@redwingshoes.com

DuPage County D.O.T.
\$200 subsidy any Safety Toe

Printed on 12/17/2021
Effective Dates: TBD - TBD

15% OFF Current MSRP/ SAFETY SHOES AND WORK BOOTS Bid #21-096FM

Brand	Style	Price
RWBR	00971	\$182.74
RWBR	02027	\$131.74
RWBR	02030	\$152.99
RWBR	02033	\$140.24
RWBR	02035	\$152.99
RWBR	02036	\$152.99
RWBR	02201	\$216.74*
RWBR	02203	\$212.49
RWBR	02204	\$220.99
RWBR	02205	\$157.24
RWBR	02208	\$220.99
RWBR	02212	\$208.24
RWBR	02216	\$263.49
RWBR	02217	\$280.49
RWBR	02218	\$293.24
RWBR	02219	\$297.49
RWBR	02227	\$208.24
RWBR	02230	\$242.24
RWBR	02231	\$208.24
RWBR	02233	\$195.49
RWBR	02234	\$169.99
RWBR	02235	\$169.99
RWBR	02240	\$186.99
RWBR	02241	\$178.49
RWBR	02244	\$203.99
RWBR	02245	\$186.99
RWBR	02253	\$220.99
RWBR	02260	\$195.49
RWBR	02264	\$233.74
RWBR	02272	\$237.99
RWBR	02280	\$199.74
RWBR	02281	\$148.74
RWBR	02282	\$174.24
RWBR	02283	\$191.24
RWBR	02284	\$144.49
RWBR	02285	\$169.99
RWBR	02292	\$327.24*
RWBR	02298	\$203.99
RWBR	02306	\$118.99*
RWBR	02307	\$123.24
RWBR	02308	\$123.24*
RWBR	02309	\$123.24
RWBR	02320	\$174.24
RWBR	02325	\$203.99
RWBR	02327	\$152.99
RWBR	02328	\$152.99*

Brand	Style	Price
RWBR	02334	\$110.49*
RWBR	02338	\$114.74*
RWBR	02339	\$114.74*
RWBR	02340	\$178.49
RWBR	02342	\$114.74*
RWBR	02343	\$148.74
RWBR	02344	\$203.99
RWBR	02345	\$178.49
RWBR	02346	\$178.49
RWBR	02347	\$216.74
RWBR	02348	\$148.74
RWBR	02400	\$220.99
RWBR	02401	\$225.24
RWBR	02403	\$220.99
RWBR	02405	\$229.49
RWBR	02406	\$220.99
RWBR	02407	\$178.49
RWBR	02408	\$233.74
RWBR	02409	\$237.99
RWBR	02410	\$254.99
RWBR	02411	\$254.99
RWBR	02412	\$301.74
RWBR	02414	\$293.24
RWBR	02415	\$203.99
RWBR	02416	\$301.74*
RWBR	02418	\$212.49
RWBR	02433	\$220.99
RWBR	02434	\$229.49
RWBR	02436	\$178.49
RWBR	02438	\$182.74
RWBR	02440	\$212.49
RWBR	02441	\$212.49
RWBR	02442	\$220.99
RWBR	02443	\$212.49
RWBR	02444	\$212.49
RWBR	02445	\$212.49
RWBR	02446	\$203.99
RWBR	02447	\$199.74
RWBR	02449	\$212.49
RWBR	02451	\$195.49
RWBR	02452	\$229.49
RWBR	02453	\$220.99
RWBR	02454	\$195.49
RWBR	02455	\$212.49
RWBR	02491	\$250.74
RWBR	02493	\$216.74*

Brand	Style	Price
RWBR	02499	\$195.49
RWBR	03027	\$339.99
RWBR	03241	\$267.74
RWBR	03259	\$135.99
RWBR	03260	\$152.99
RWBR	03287	\$233.74
RWBR	03500	\$212.49
RWBR	03504	\$288.99
RWBR	03505	\$242.24
RWBR	03506	\$220.99
RWBR	03507	\$225.24
RWBR	03508	\$246.49
RWBR	03512	\$229.49
RWBR	03513	\$203.99
RWBR	03516	\$203.99
RWBR	03517	\$263.49
RWBR	03518	\$161.49*
RWBR	03519	\$195.49
RWBR	03520	\$271.99
RWBR	03522	\$229.49
RWBR	03524	\$220.99
RWBR	03526	\$169.99
RWBR	03530	\$246.49
RWBR	03531	\$229.49
RWBR	03532	\$203.99
RWBR	03534	\$263.49
RWBR	03537	\$229.49
RWBR	03541	\$152.99
RWBR	03542	\$186.99
RWBR	03548	\$237.99
RWBR	03551	\$131.74
RWBR	03552	\$212.49
RWBR	03553	\$237.99
RWBR	03554	\$229.49
RWBR	03555	\$263.49
RWBR	03556	\$161.49
RWBR	03557	\$161.49
RWBR	03558	\$152.99
RWBR	03559	\$152.99
RWBR	03561	\$161.49
RWBR	03562	\$148.74
RWBR	03566	\$161.49
RWBR	03568	\$182.74*
RWBR	03570	\$127.49
RWBR	03571	\$131.74
RWBR	03572	\$229.49

Brand	Style	Price
RWBR	03573	\$237.99
RWBR	04200	\$229.49
RWBR	04215	\$225.24
RWBR	04216	\$203.99
RWBR	04217	\$208.24
RWBR	04239	\$195.49*
RWBR	04250	\$195.49*
RWBR	04273	\$212.49*
RWBR	04293	\$212.49
RWBR	04402	\$195.49
RWBR	04404	\$233.74
RWBR	04409	\$165.74*
RWBR	04412	\$165.74*
RWBR	04416	\$225.24
RWBR	04417	\$225.24
RWBR	04420	\$212.49
RWBR	04421	\$182.74
RWBR	04422	\$191.24
RWBR	04423	\$182.74
RWBR	04426	\$165.74*
RWBR	04427	\$186.99
RWBR	04433	\$212.49
RWBR	04435	\$220.99
RWBR	04436	\$233.74
RWBR	04441	\$237.99
RWBR	04442	\$250.74
RWBR	04443	\$263.49
RWBR	04448	\$242.24
RWBR	04450	\$186.99*
RWBR	04454	\$237.99
RWBR	04456	\$186.99
RWBR	04469	\$212.49
RWBR	04470	\$220.99
RWBR	04473	\$199.74*
RWBR	04484	\$293.24
RWBR	04487	\$195.49*
RWBR	04492	\$322.99*
RWBR	04495	\$288.99
RWBR	04499	\$225.24
WORX	05007	\$118.99
WORX	05010	\$118.99
WORX	05015	\$114.74
WORX	05018	\$97.74 *
WORX	05019	\$127.49
WORX	05027	\$123.24
WORX	05028	\$123.24

* These styles are discontinued and may have limited availability in store.

Prices are subject to change depending on settings of program.

To view your programs styles and pricing online, please visit redwingsafety.com/safety-boots?program=a2Z3k000002r7V4EAI

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DuPage County D.O.T.
\$200 subsidy any safety toe

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Effective Dates: TBD - TBD

15% OFF Current MSRP/ SAFETY SHOES AND WORK BOOTS Bid #21-096FM

Brand	Style	Price									
WORX	05032	\$114.74*	WORX	05159	\$110.49	WORX	05800	\$123.24*	RWBR	06708	\$144.49
WORX	05033	\$110.49*	WORX	05160	\$110.49	WORX	05802	\$144.49*	RWBR	06709	\$127.49
WORX	05034	\$110.49*	WORX	05161	\$131.74	WORX	05815	\$127.49	RWBR	06710	\$131.74*
WORX	05037	\$101.99*	WORX	05162	\$135.99	WORX	05829	\$169.99	RWBR	06712	\$144.49
WORX	05038	\$118.99	WORX	05163	\$123.24	WORX	05906	\$127.49	RWBR	06713	\$135.99
WORX	05039	\$84.99 *	WORX	05164	\$106.24	WORX	05908	\$135.99	RWBR	06714	\$152.99
WORX	05040	\$114.74*	WORX	05165	\$106.24	WORX	05909	\$144.49	RWBR	06715	\$144.49
WORX	05041	\$101.99*	WORX	05266	\$140.24	WORX	05910	\$152.99	RWBR	06716	\$144.49
WORX	05043	\$127.49	WORX	05290	\$148.74	WORX	05911	\$157.24	RWBR	06719	\$152.99
WORX	05045	\$127.49	WORX	05402	\$106.24*	WORX	05918	\$148.74	RWBR	06720	\$152.99
WORX	05046	\$123.24	WORX	05404	\$106.24*	WORX	05923	\$106.24*	RWBR	06721	\$140.24
WORX	05048	\$114.74	WORX	05406	\$131.74	WORX	05924	\$106.24	RWBR	06722	\$140.24
WORX	05049	\$114.74	WORX	05407	\$118.99*	RWBR	06337	\$127.49	RWBR	08212	\$152.99
WORX	05050	\$110.49	WORX	05417	\$89.24 *	RWBR	06338	\$135.99	RWBR	08701	\$178.49*
WORX	05102	\$106.24	WORX	05418	\$106.24*	RWBR	06341	\$118.99	WORX	09307	\$97.74 *
WORX	05108	\$114.74	WORX	05421	\$135.99	RWBR	06342	\$118.99	WORX	09308	\$97.74 *
WORX	05112	\$89.24	WORX	05422	\$123.24	RWBR	06343	\$178.49	RWBR	59001	\$123.24*
WORX	05113	\$89.24	WORX	05423	\$123.24	RWBR	06344	\$152.99	RWBR	59005	\$101.99*
WORX	05114	\$89.24 *	WORX	05424	\$140.24	RWBR	06346	\$135.99*	RWBR	59006	\$135.99
WORX	05115	\$89.24	WORX	05425	\$140.24	RWBR	06347	\$144.49*	RWBR	82231	\$242.24
WORX	05116	\$106.24*	WORX	05427	\$131.74	RWBR	06348	\$144.49*	RWBR	82406	\$259.24
WORX	05117	\$106.24*	WORX	05454	\$106.24*	RWBR	06349	\$169.99	RWBR	82408	\$276.24
WORX	05118	\$97.74 *	WORX	05469	\$127.49	RWBR	06352	\$178.49	IRIW	83108	\$123.24*
WORX	05120	\$114.74*	WORX	05486	\$152.99*	WORX	06500	\$152.99*	IRIW	83110	\$127.49
WORX	05121	\$106.24*	WORX	05489	\$144.49	WORX	06513	\$93.49	IRIW	83112	\$127.49
WORX	05122	\$110.49*	WORX	05491	\$123.24	WORX	06550	\$93.49	IRIW	83114	\$135.99
WORX	05123	\$89.24	WORX	05492	\$110.49	WORX	06553	\$80.74 *	IRIW	83116	\$135.99
WORX	05126	\$123.24	WORX	05501	\$131.74	WORX	06555	\$80.74 *	IRIW	83118	\$127.49
WORX	05128	\$127.49	WORX	05584	\$144.49	WORX	06556	\$89.24 *	IRIW	83120	\$127.49
WORX	05131	\$118.99*	WORX	05600	\$127.49*	WORX	06558	\$97.74	IRIW	83204	\$144.49*
WORX	05132	\$123.24	WORX	05601	\$135.99*	RWBR	06601	\$174.24	IRIW	83206	\$152.99*
WORX	05133	\$110.49	WORX	05605	\$123.24	RWBR	06613	\$161.49*	IRIW	83212	\$148.74*
WORX	05134	\$101.99	WORX	05606	\$152.99	RWBR	06614	\$203.99	IRIW	83214	\$161.49*
WORX	05135	\$97.74	WORX	05607	\$106.24*	RWBR	06617	\$195.49	IRIW	83216	\$186.99
WORX	05136	\$84.99	WORX	05610	\$135.99	RWBR	06618	\$169.99	IRIW	83218	\$182.74
WORX	05137	\$106.24*	WORX	05611	\$157.24	RWBR	06633	\$144.49	IRIW	83220	\$152.99*
WORX	05140	\$110.49*	WORX	05613	\$135.99	RWBR	06640	\$148.74*	IRIW	83226	\$127.49
WORX	05141	\$97.74 *	WORX	05623	\$127.49*	RWBR	06670	\$161.49	IRIW	83228	\$148.74*
WORX	05143	\$110.49	WORX	05625	\$127.49*	RWBR	06671	\$199.74	IRIW	83230	\$165.74
WORX	05144	\$123.24	WORX	05626	\$144.49*	RWBR	06672	\$182.74	IRIW	83232	\$131.74*
WORX	05145	\$123.24	WORX	05629	\$110.49	RWBR	06674	\$191.24	IRIW	83234	\$123.24*
WORX	05146	\$123.24	WORX	05634	\$148.74	RWBR	06690	\$191.24	IRIW	83236	\$157.24
WORX	05152	\$135.99	WORX	05635	\$144.49	RWBR	06692	\$152.99	IRIW	83238	\$127.49
WORX	05154	\$123.24	WORX	05700	\$169.99	RWBR	06700	\$127.49	IRIW	83240	\$127.49
WORX	05156	\$131.74	WORX	05702	\$152.99	RWBR	06705	\$140.24	IRIW	83242	\$127.49
WORX	05157	\$118.99	WORX	05715	\$127.49*	RWBR	06706	\$135.99	IRIW	83244	\$148.74

* These styles are discontinued and may have limited availability in store.

Prices are subject to change depending on settings of program.

To view your programs styles and pricing online, please visit redwingsafety.com/safety-boots?program=a2Z3k00002r7V4EAI

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\$200 subsidy any safety toe

Printed on 12/17/2021
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15% OFF Current MSRP/ SAFETY SHOES AND WORK BOOTS Bid #21-096FM

Brand	Style	Price
IRIW	83300	\$118.99*
IRIW	83400	\$165.74
IRIW	83402	\$174.24
IRIW	83412	\$178.49
IRIW	83418	\$131.74*
IRIW	83420	\$131.74*
IRIW	83430	\$140.24
IRIW	83602	\$186.99
IRIW	83604	\$131.74
IRIW	83606	\$148.74
IRIW	83608	\$123.24
IRIW	83612	\$123.24
IRIW	83614	\$144.49
IRIW	83616	\$135.99
IRIW	83618	\$140.24
IRIW	83620	\$178.49
IRIW	83622	\$178.49
IRIW	83624	\$131.74*
IRIW	83628	\$178.49
IRIW	83630	\$178.49
IRIW	83632	\$178.49
IRIW	83636	\$174.24
IRIW	83638	\$152.99
IRIW	83640	\$165.74
IRIW	83642	\$165.74
IRIW	83644	\$174.24
IRIW	83646	\$148.74*
IRIW	83648	\$182.74
IRIW	83650	\$174.24
IRIW	83652	\$148.74
IRIW	83654	\$178.49
IRIW	83656	\$186.99
IRIW	83658	\$186.99
IRIW	83660	\$178.49
IRIW	83662	\$131.74
IRIW	83664	\$131.74
IRIW	83666	\$131.74
IRIW	83670	\$144.49
IRIW	83672	\$144.49
IRIW	83674	\$186.99
IRIW	83680	\$148.74
IRIW	83684	\$148.74
IRIW	83802	\$186.99
IRIW	83824	\$140.24*
IRIW	83826	\$212.49
IRIW	83830	\$186.99

Brand	Style	Price
IRIW	83832	\$186.99
IRIW	83834	\$148.74
IRIW	83836	\$148.74
IRIW	83838	\$157.24
IRIW	83840	\$157.24*
IRIW	83842	\$195.49
IRIW	83844	\$157.24
IRIW	83846	\$199.74
IRIW	83848	\$186.99
IRIW	83850	\$191.24
IRIW	83852	\$203.99
IRIW	83854	\$195.49
IRIW	83856	\$195.49
IRIW	83860	\$161.49
IRIW	83864	\$212.49
IRIW	83866	\$186.99
IRIW	83906	\$186.99
IRIW	83908	\$152.99
IRIW	83910	\$178.49
IRIW	83912	\$186.99
IRIW	83916	\$169.99*
IRIW	83924	\$169.99*
IRIW	83926	\$169.99*
IRIW	83930	\$186.99
IRIW	83936	\$186.99
IRIW	83938	\$186.99
IRIW	83946	\$127.49*
IRIW	83948	\$127.49*
IRIW	83952	\$191.24
IRIW	83956	\$186.99
IRIW	83958	\$169.99
IRIW	83960	\$186.99
IRIW	83962	\$186.99
IRIW	83964	\$199.74
IRIW	83966	\$199.74
IRIW	83968	\$182.74*
IRIW	83970	\$195.49
IRIW	83972	\$195.49
IRIW	89010	\$110.49

* These styles are discontinued and may have limited availability in store.

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To view your programs styles and pricing online, please visit redwingsafety.com/safety-boots?program=a2Z3k000002r7V4EAI



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and RED WING BRANDS OF AMERICA INC., located at 314 Main Street, Red Wing MN 55066 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-096-FM which became effective on 02/23/2022 and which will expire 02/22/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 02/22/2024.

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

CONTRACTOR

THE COUNTY OF DUPAGE

DocuSigned by:
Signature on File

SIGNATURE

SIGNATURE

Robert Warren

PRINTED NAME

Donna Weidman

PRINTED NAME

President, Global Industrial Sales

PRINTED TITLE

Buyer II

PRINTED TITLE

January 11, 2023

DATE

DATE



Required Vendor Ethics Disclosure Statement

Date: Apr 12, 2023

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

Bid/Contract/PO #: _____

Company Name: <u>Red Wing Brands of America, Inc.</u>	Company Contact: <u>Vendor Contracts</u>
Contact Phone: <u>651-388-8211</u>	Contact Email: <u>contracts@redwingshoes.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: Farien Masanz

Title: Global Contracts Specialist

Date: Apr 12, 2023

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-0063-23

Agenda Date: 4/18/2023

Agenda #: 7.B.

AWARDING RESOLUTION
ISSUED TO HARD ROCK CONCRETE CUTTERS, INC.
TO PROVIDE SIDEWALK CUTTING
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$40,000.00)

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 Hard Rock Concrete Cutters, Inc., to provide sidewalk cutting, as needed for the Division of Transportation, for the period April 26, 2023 through March 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide sidewalk cutting, as needed for the Division of Transportation, for the period April 26, 2023 through March 31, 2024, is hereby approved for issuance to Hard Rock Concrete Cutters, Inc., 601 Chaddick Drive, Wheeling, Illinois 60090, for a contract total not to exceed \$40,000.00.

Enacted and approved this 25th day of April, 2023 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 #: MPI Bid #2022-23	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$29,900.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$149,900.00
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Hard Rock Concrete Cutters, Inc.	VENDOR #: 11048	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Luis Diaz	VENDOR CONTACT PHONE: 224-443-3119	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: luis@hrcinc.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-15	
<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 Hard Rock Concrete Cutters, to provide Sidewalk Saw Cutting for a contract total not to exceed \$40,000.00, per Municipal Partnering Initiative (MPI) bid #2022-23. This contract is for a one-year term and will be subject to a second and final one-year renewal option upon mutual agreement by both parties. Renewals will be subject to a 2% per year increase or CPI whichever is less. - \$40.63 per cut, for a total of 984 cuts.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To rehabilitate and restore the sidewalks throughout DuPage County and to ensure accessibility by all users in accordance with the County's adopted ADA Transition Plan.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Hard Rock Concrete Cutters, Inc.	Vendor#: 11048	Dept: Division of Transportation	Division: Accounts Payable
Attn: Luis Diaz	Email: luis@hrccinc.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 601 Chaddick Drive	City: Wheeling	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone: 224-443-3119	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Hard Rock Concrete Cutters, Inc.	Vendor#: 11048	Dept: Division of Transportation	Division: Highway Maintenance
Attn:	Email:	Attn: David Koehler	Email: david.koehler@dupageco.org
Address: 601 Chaddick Drive	City: Wheeling	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60090	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 26, 2023	Contract End Date (PO25): Mar 31, 2024
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		MPI Sidewalk Saw Cutting	FY23	1500	3510	53320		39,000.00	39,000.00
2	1	EA		MPI Sidewalk Saw Cutting	FY24	1500	3510	53320		1,000.00	1,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 40,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Sidewalk Saw Cutting for DuPage County Jurisdictions, per Municipal Partnering Initiative (MPI) Village of Lombard bid #2022-23.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Luis Diaz, Mike Figuray and David Koehler.
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

VILLAGE OF LOMBARD

2022 SIDEWALK SAW CUTTING PROGRAM
Bid Tabulation

DATE: May 5, 2022		NAME & ADDRESS OF BIDDER	CONTRACT QUANTITIES	Hard Rock Concrete Cutters, INC.		Murphy Construction Services, LLC	
TIME: 10:00 AM				601 Chaddick Dr.		16W273 83rd Street, Suite D	
DOCUMENT # RFB 2022-23				Wheeling, Illinois 60090		Burr Ridge, IL 6027	
DOCUMENT NAME: Sidewalk Saw Cutting				Notes			
NO	ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Lombard(Zones 4, 5, & 6)	Square	400	39.83	\$15,932.00	56.00	\$22,400.00
2	Bartlett	Square	850	39.83	\$33,855.50	56.00	\$47,600.00
3	Bensenville	Square	200	39.83	\$7,966.00	56.00	\$11,200.00
4	Elmhurst	Square	500	39.83	\$19,915.00	56.00	\$28,000.00
5	West Chicago	Square	400	39.83	\$15,932.00	56.00	\$22,400.00
6	Wheaton	Square	280	39.83	\$11,152.40	56.00	\$15,680.00
7	Woodridge	Square	1,300	39.83	\$51,779.00	56.00	\$72,800.00
8	DuPage County	Square	650	39.83	\$25,889.50	56.00	\$36,400.00
GRAND TOTAL					\$182,421.40		\$256,480.00

Prepared by: Mike Spolar, Village Engineer, 05/05/2022

2023-2024 Pricing = \$39.83*1.02%= \$40.63



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Hard Rock Concrete Cutters Inc.. located at 601 Chaddick Drive, Wheeling, IL 60090, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22- SIDEWALK SAW CUTTING which became effective on 6/8/2022 and which will expire 3/31/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 3/31/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, including a one-time price adjustment of 2% effective 4/1/2023, as specified in the original contract.

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

SIGNATURE

Lisa Crilly
PRINTED NAME

Valerie Calvente
PRINTED NAME

Corporate Secretary
PRINTED TITLE

Buyer III
PRINTED TITLE

February 6, 2023
DATE

DATE

SCHEDULE OF PRICES

Village of Lombard, Illinois



Company Name: Hard Rock Concrete Cutters, Inc.

PROJECT

Address: 601 Chaddick Drive

2022 MPI 2022 SIDEWALK
SAWING PROGRAM
RFB # 2022-23

City, State, Zip Code: Wheeling, IL 60090

Item No.	Community	EACH	Estimated Quantity	Unit Price	Extended Price
1	Lombard (Zones 4, 5, & 6)	Square	400	\$ 39.83	\$ 15,932.00
2	Bartlett	Square	850	\$ 39.83	\$ 33,855.50
3	Bensenville	Square	200	\$ 39.83	\$ 7,966.00
4	Elmhurst	Square	500	\$ 39.83	\$ 19,915.00
5	West Chicago	Square	400	\$ 39.83	\$ 15,932.00
6	Wheaton	Square	280	\$ 39.83	\$ 11,152.40
7	Woodridge	Square	1300	\$ 39.83	\$ 51,779.00
8	DuPage County Division of Transportation	Square	650	\$ 39.83	\$ 25,889.50
	TOTAL				\$ 182,421.40

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, hereafter referred to as "Government Agencies", to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570).

2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.

3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

4. TERM

The term of this Agreement shall be one (1) year from the date of award. All participating parties reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Government Agencies.



Required Vendor Ethics Disclosure Statement

Date: 2/6/2023

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

Bid/Contract/PO #: _____

Company Name: <u>Hard Rock Concrete Cutters, Inc.</u>	Company Contact: <u>Lisa Crilly</u>
Contact Phone: <u>847-850-7714</u>	Contact Email: <u>lisa@hrcinc.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 Lisa Crilly

Title Corporate Secretary

Date February 6, 2023

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-0064-23

Agenda Date: 4/18/2023

Agenda #: 7.C.

AWARDING RESOLUTION
ISSUED TO MONROE TRUCK EQUIPMENT, INC.
TO FURNISH AND DELIVER
MONROE SPREADER AND PLOW REPAIR AND REPLACEMENT PARTS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$90,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage and National Intergovernmental Purchasing Alliance (Sourcewell), the County of DuPage will contract with Monroe Truck Equipment, Inc.; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period May 1st, 2023 through August 15th, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Monroe Spreader and Plow repair and replacement parts, as needed for the Division of Transportation, for the period May 1st, 2023 through August 15th, 2026, is hereby approved for issuance to Monroe Truck Equipment, Inc., for a contract total not to exceed \$90,000.00.

Enacted and approved this 25th day of April, 2023 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 #062222	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$90,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$90,000.00
	CURRENT TERM TOTAL COST: \$90,000.00	MAX LENGTH WITH ALL RENEWALS: THREE YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Monroe Truck Equipment, Inc.	VENDOR #: 10352	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Tom Markel	VENDOR CONTACT PHONE: 815-727-3134	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: tmarkel@monroetruck.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-24	
<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 furnish and deliver replacement parts and service, for Monroe plow trucks on an-needed basis. Effective May 1, 2023 through August 15, 2026 a three-year contract total not to exceed \$90,000.00, per sourcewell contract #062222. • Parts off discounted list price: 10% discount.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide repair and replacement parts for the County owned and maintained plow trucks equipped with Monroe Plow and Spreader 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. This contract was setup using the cooperative Source-well Contract #062222.
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). DOT staff recommends issuing a purchase order to Monroe, using the Source-well Contract #062222. Source-well cooperative has proven cost savings over going out for a bid.

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: Monroe Truck Equipment, Inc.	Vendor#: 10352	Dept: Division of Transportation	Division: Accounts Payable
Attn: Tom Markel	Email: tmarkel@monroetruck.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1051 W. 7th St.	City: Monroe	Address: 421 N. County Farm Road	City: Wheaton
State: WI	Zip: 53566	State: IL	Zip: 60187
Phone: 331-229-0744	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Monroe Truck Equipment, Inc.	Vendor#: 10352	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 4328 Paysphere Circle	City: Chicago	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60674	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): May 1, 2023	Contract End Date (PO25): Aug 15, 2026
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		Monroe Spreader & Plow Replacement Parts	FY23	1500	3520	52250		15,000.00	15,000.00
2	1	EA		Monroe Spreader & Plow Replacement Parts	FY24	1500	3520	52250		25,000.00	25,000.00
3	1	EA		Monroe Spreader & Plow Replacement Parts	FY25	1500	3520	52250		25,000.00	25,000.00
4	1	EA		Monroe Spreader & Plow Replacement Parts	FY26	1500	3520	52250		25,000.00	25,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 90,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Monroe Spreader & Plow replacement parts and service 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: Tom Market, 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

**Solicitation Number: 062222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ASH North America, Inc., dba Aebi Schmidt North America, 201 M-B Lane, Chilton, WI 53014 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Snow and Ice Handling Equipment, Supplies, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ASH North America, Inc., dba
Aebi Schmidt North America

Signature on File

By: C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 8/11/2022 | 1:04 PM CDT

Signature on File

By: EEA41C97ACAA48F...

Steffen Schewerda

Title: CEO - North America

Date: 8/15/2022 | 7:32 AM CDT

Approved:

Signature on File

By: 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 8/22/2022 | 11:46 AM CDT

Signature on File

By: 13E434730B294F0...

Sarah Blashe

Title: CFO – North America

Date: 8/22/2022 | 10:49 AM CDT

RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name: Aebi Schmidt North America

Does your company conduct business under any other name? If yes, please state: Meyer Products, Swenson Spreader LLC, MB Companies Inc, Monroe Truck Equipment Inc, Monroe Towmaster LLC, Aebi Schmidt Canada, LLC

Address: 201 MB Lane
Chilton, Wisconsin 53014

Contact: Jason Bartuseck

Email: jason.bartuseck@aebi-schmidt.com

Phone: 330-904-4720

HST#:

Submission Details

Created On: Thursday May 05, 2022 12:00:08

Submitted On: Wednesday June 22, 2022 10:42:03

Submitted By: Jason Bartuseck

Email: jason.bartuseck@aebi-schmidt.com

Transaction #: 91a586e9-a139-41f3-b94d-660c65438fe8

Submitter's IP Address: 165.225.62.188

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ASH North America, Inc. is the holding company for all Aebi Schmidt North America businesses
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	M-B Companies, Inc Swenson Spreaders, LLC Meyer Products, LLC Monroe Truck Equipment, Inc Monroe Towmaster, LLC Aebi Schmidt Canada, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	M-B CO Swenson Meyer Monroe or MTE Aebi Schmidt Canada
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Monroe Truck Equipment CAGE - 9U356 M-B Companies Unique Entity Identifier - IDHMAYZXTA6475 M-B Companies CAGE - 66234
5	Proposer Physical Address:	201 M-B Lane Chilton, WI 53014
6	Proposer website address (or addresses):	www.aebi-schmidt.com www.m-bco.com www.swensonproducts.com www.meyerproducts.com www.monroetruck.com www.towmastertruck.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Our organization requires two signatures on all documents. Steffen Schewerda CEO - North America 201 M-B Lane Chilton, WI 53014 steffen.schewerda@aebi-schmidt.com 920-898-1062 Sarah Blashe CFO - North America 201 MB Lane Chilton, WI 53014 sarah.blashe@aebi-schmidt.com 920-898-1062
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bartuseck Vice President After Sales - North America 201 M-B Lane Chilton, WI 53014 jason.bartuseck@aebi-schmidt.com 330-904-4720

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Dave Kabat Inside Sales - M-B Companies - Brush Division 1217 E Chestnut St. Chilton, WI 53014 dave.kabat@aebi-schmidt.com 920-898-1063</p> <p>Carissa Lawless Inside Sales - Swenson 127 N. Walnut St. Lindenwood, IL 61049 carissa.lawless@aebi-schmidt.com</p> <p>Seth DeVoe Distributor Sales Manager - Monroe Truck Equipment 1051 West 7th St Monroe, WI 53566 sdevoe@monroetruck.com 608-329-8547</p> <p>Sean Brunger MB Sales Coordinator 201 MB Lane Chilton, WI 53014 sean.brunger@aebi-schmidt.com 216-339-9272</p> <p>Mike Moon Meyer Customer Support 18513 Euclid Ave Cleveland, OH 44112 mike.moon@aebi-schmidt.com 216-486-1313</p>
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The privately held Aebi Schmidt Group is the world's largest and oldest manufacturer of municipal maintenance equipment, dating back to 1883.</p> <p>Group vision for the Aebi Schmidt Group is to be the global leader in intelligent solutions for customers to fulfill their mission of clean and safe infrastructure of demanding areas.</p> <p>Group mission is to improve customers performance with dependable solutions and first class service. To allow our employees to thrive in an environment of team spirit, long-term development and growth mindset.</p> <p>The formation of the company dates back to 1883 in which the Aebi mechanical workshop was founded in Burgdorf, Switzerland. In 1920, Alfred Schmidt Sr. started the Schmidt workshop in St. Blasien, Germany. In 1936, Schmidt launched its first snow plow into the market. Fast forward to 2007, Aebi and Schmidt were brought together under the umbrella of Aebi Schmidt Holding AG. In 2015, the group entered the North America market with the acquisition of Meyer Products, LLC and Swenson Spreader, LLC to start the holding company ASH North America. In 2018, the group added M-B Companies, Inc. to the mix. M-B Companies has four divisions (Brush, Airport, Attachments, Pavement Marking) with four separate manufacturing plants.</p> <p>In 2019, Aebi Schmidt North America formed a new Canadian business called Aebi Schmidt Canada to support sales into Canada. In 2020, the group added to the portfolio by acquiring Quebec, Canada-based Equipements Lourds Papineau, Inc (ELP), which manufactures heavy duty snow and ice equipment for use in the harsh Canadian winters.</p> <p>In late 2021, Aebi Schmidt took the next step in growth by acquiring Monroe Truck Equipment based in Monroe, Wisconsin. Monroe Truck is an industry leading truck equipment manufacturer, upfitter and distributor with over 60 years of expertise.</p> <p>The Aebi Schmidt group has more than \$800 million in annual sales, 14 production facilities across the globe, over 3,000 employees, with a presence in 90 countries throughout the world.</p>

More information about our North American Business units:

M-B Companies, Inc.

From clearing snow to painting lines for roads, M-B Companies, Inc. manufactures the highest quality products for many industries. Utilizing the latest in innovation and technology, M-B is the trusted manufacturer of airport runway maintenance equipment, pavement striping equipment, various size truck, tractor and loader attachment equipment, replacement brushes, and much more.

The origin of M-B Companies, Inc. dates back to 1907. The company was formed by three German craftsmen, brothers Otto and Fred Meili and Paul Blumberg. Not surprising, they adopted the name "MB", which is still used today. The Meili brothers were inventors and Blumberg was an expert metalworker. They started the company in a small shop in New Holstein, Wisconsin, building agricultural implements. The Meili brothers and Blumberg were inventing and building a variety of equipment from road graders to paint strippers. In fact, the firm was one of the first Ford dealerships in the state of Wisconsin. As the company evolved, its destiny as a broom and striper manufacturer became evident. M-B built its first broom (a horse drawn model) in 1922.

Through some ownership changes, M-B has enjoyed steady growth, including the construction in 1974 of an additional facility in Chilton, Wisconsin. In 2003, M-B acquired the Pro Chip family of wood and brush chippers. In 2004, M-B acquired the Lafarge Road Marking Equipment Division, located in Montgomery, Pennsylvania. In 2011, M-B released five (5) new products in the Airport Snow Removal Equipment market. In 2017, the Pavement Marking Division relocated to a new facility located in Muncy, Pennsylvania, and services customers across North America. M-B continues to focus on key niche markets and providing equipment to meet the needs of independent contractors, governmental agencies, and other road, turf, grounds maintenance and airport maintenance organizations around the world. In 2021, M-B Companies expanded their facility and opened up the North America Headquarters for the Aebi Schmidt Group.

Swenson Spreaders, LLC

Swenson was established in 1937 in Rockford, Illinois, area as the Cherry Valley Pulverizer Company by Exkil Swenson. Mr. Swenson quickly expanded his product line to include truck-mounted spreaders for agricultural and municipal use. Swenson introduced the first hydraulically operated spreading system in 1962 and the first ground speed regulated spreading mechanism in 1967. These innovations started what has become the ever increasing use of automation in snow and ice control.

Meyer Products, LLC

Meyer's decades of innovation are a history lesson in the evolution of snow plows. Founded in 1926 in Newburgh, New York, the company later moved to Cleveland Ohio, where it's still located today. In its early years, Meyer introduced the first hydraulic lift to the North American market and later invented power angling, which enabled operators to move the plow blade left or right without having to leave the comfort of the cab. Today, Meyer is the first choice of many private truck owners and contractors in the snow and ice industry.

Monroe Truck Equipment

Monroe Truck started in 1958 in Monroe, Wisconsin. Through years of growth and the hard work of employees across the Midwest, we are now one of the largest truck equipment manufacturing and upfitting companies in country - we are working towards many more decades of growth.

Aebi Schmidt Core Values (exhibit attached in document section)

Excellence - we exceed customer expectations to achieve results

Innovation - we break new grounds

Accountability - we take ownership for our actions

Passion - we strive to make a difference

Customer Focus - we build sustainable relationships

Collaboration - we are stronger together as a team

Key Points to Business Philosophy

Sustainability

Sustainability doesn't just happen by itself. It comes from how we think and act

		<p>and ultimately how consistent we are about it. As a company, it is our responsibility to invest in the progress and in the future. But that also applies to our customers: everything we develop and produce also needs their commitment when put into practice.</p> <p>Sustainability is an essential part of our business activities. Our customers expect it of us, and we are convinced that sustainable companies are a step ahead of the rest and are more successful long term.</p> <p>Our economic, social, and environmental targets are being implemented along the entire value chain. We care about protecting the environment and use resources sparingly. As an industry leading employer we continue to invest in sustainable technologies. We will act in a responsible and credible way along the entire value chain. This has resulted in valuable progress being made in recent years in terms of environmental awareness at our plants, in our processes and in our machines.</p> <p>Code of Conduct</p> <p>The code of conduct defines the corporate responsibility and applicable ethical standards by which we operate and addresses issues such as data privacy, environmental protection, fair competition and anti corruption. By having a clear definition of responsibilities, risk management and efficient control systems, the Aebi Schmidt Group makes sure that all statutory provisions and industry standards in a complex regulatory environment are observed.</p> <p>Overview</p> <p>Aebi Schmidt North America offers long lasting, time tested brands with product offerings that have depth and breadth in the snow and ice industry. All the products offered along with the core values and business philosophy allow us to be considered the perfect partner for Sourcewell participating entities.</p>	
11	What are your company's expectations in the event of an award?	<p>We intend to offer our Sourcewell contract to all member and non-member entities. It will be our lead contract over any current state contract that we hold. We will promote Sourcewell to encourage non-participating entities to become members. We expect to help customers get the products they want and need rather than what is lowest bid by means of this contract, and allow customers to purchase products that provide them with a lower total cost of ownership rather than the lower acquisition costs which most traditional bids offer.</p> <p>We intend to work with our contract administrator to provide training for our dealer network to help them sell the Sourcewell contract to their customers. We also intend to work into Canada with CANOE and further expand our reach into that market. We will continue to promote the Sourcewell contract on our literature as we have with past contracts and on our websites and in our trade show booths.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Aebi Schmidt does not publish independent financial information as a privately held organization. Attached in the documents section is the 2021 Annual Report. Inside cover to page 5 covers most of the financial details. The numbers in the report are prior to the acquisition of Monroe Truck Equipment. 2021 produced a record high of order entry across our organization and a small growth in sales over 2020.</p> <p>Overall coming out of the Covid pandemic, the Aebi Schmidt Group is in solid financial shape and looking to grow over the upcoming years.</p>	*
13	What is your US market share for the solutions that you are proposing?	Our industry does not report sales individually so defining an exact market share is not feasible. We feel for the solutions that we provide to the snow and ice industry we are the largest in the market with around 30-35% market share in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	The industry does not report individually so an exact market share is not feasible. We feel for the solutions we provide in the snow and ice industry we provide about 10-15% of the products in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>We would be best described as a manufacturer and service provider. We have outside sales team members that are direct employees of the organization. In some cases, we sell directly to the the end users of the products and in some cases our sales people work with our dealer/distributor network. The dealer network is all third party. We have partnered with select dealers that represent our brands in their local markets. We have strategically chosen those dealers/distributors for specific areas to have the most comprehensive coverage across the United States and Canada. Many of our dealers have been doing business with our organization for over 20 years.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Our industry does not require licenses or certifications to do business. We do hold certifications of good standing in states that require them. We also have ISO certifications in many of our manufacturing plants. M-B Companies ISO 9001 certificate is included in the documents section of the response.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No suspensions or debarments have applied ever to an Aebi Schmidt Group organization.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Swenson, Meyer and Monroe Truck Equipment all have NTEA MVP status. This is an award for outstanding business practices and successful implementation of quality standards. Monroe was also awarded 2021 Ford Top 5 award.
20	What percentage of your sales are to the governmental sector in the past three years	85% of our sales have been from the governmental sector the past three years.
21	What percentage of your sales are to the education sector in the past three years	Less than 5% of our sales are from the education sector the last three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell Snow & Ice - 080818-SWE - Swenson Spreader -75k per year Sourcewell Road Maintenance Equipment - 080521-AEB - MB Companies - just awarded Sourcewell Street Sweepers - 093021-AEB - MB Companies - just awarded HGAC SM10-20 Street Maintenance Equipment - M-B Companies - 900k per year South Dakota DOT Contract - Monroe Truck Equipment - 5 million per year Kansas DOT Contract - Monroe Truck Equipment - 5 million per year Nebraska DOT Contract - Monroe Truck Equipment - 5 million per year Illinois DOT Contract - Monroe Truck Equipment - 5 million per year Iowa DOT Contract - Monroe Truck Equipment - 5 million per year Washington State DOT Contract - Monroe Truck Equipment - 350k per year Utah DOT Contract - Monroe Truck Equipment - 650k per year Arizona DOT Contract - Monroe Truck Equipment - 225k per year New Mexico DOT Contract - Monroe Truck Equipment - 125k per year Montana DOT Contract - Monroe Truck Equipment - 250k per year Oklahoma DOT Contract - Monroe Truck Equipment - 750k per year Minnesota DOT Contract - Monroe Towmaster - 1.75 million per year Michigan DOT Contract - Monroe Truck Equipment - 3 million per year Indiana DOT Contract - Monroe Truck Equipment - 4 million per year New Jersey DOT - Monroe Truck Equipment - 1.5 million per year Pennsylvania DOT Contract - Monroe Truck Equipment - 250k per year Ohio DOT Contract - Monroe Truck Equipment - 1 million per year South Carolina DOT Contract - Swenson Spreader - 1 million per year North Carolina DOT Contract - Swenson Spreader - 1.6 million per year Texas DOT Contract - Swenson Spreader - 1.2 million per year Nebraska DOT Contract - Swenson Spreader - 350k per year
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not currently hold any GSA, or standing offer or supply agreements at this time. We have dealers/distributors that do have these contracts, but none are held by Aebi Schmidt directly.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Illinois Department of Transportation	Clint Faugust	217-206-0185
Iowa Department of Transportation	Jennifer Monserud	515-239-1607
South Dakota Department of Transportation	Tyler Green	605-280-9513
Ohio Department of Transportation	Doug Burke	614-351-2836
Texas Department of Transportation	Kevin Fareri	512-571-4475

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
South Dakota Department of Transportation	Government	South Dakota - SD	Full turnkey snow and ice trucks	5 million	15 million
Kansas Department of Transportation	Government	Kansas - KS	Full turnkey snow and ice trucks	5 million	15 million
Nebraska Department of Transportation	Government	Nebraska - NE	Full turnkey snow and ice trucks	5 million	15 million
Illinois Department of Transportation	Government	Illinois - IL	Full turnkey snow and ice trucks	5 million	15 million
Iowa Department of Transportation	Government	Iowa - IA	Full turnkey snow and ice trucks	5 million	15 million

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Monroe Truck Equipment There are 5 outside sales people across the United States responsible for the municipal dealer network (approx. 75 dealers), they work with 7 internal sales people who help with the quoting process and customer service.</p> <p>Monroe's Municipal division also has 3 locations that sell directly to customers in Illinois, Wisconsin and Minnesota. There are 8 field sales people in this portion of the organization that work with 9 internal sales people, who provide customer service and work on quotes for customers.</p> <p>Swenson Spreader, LLC Swenson has 2 outside sales people that are responsible for their dealer network (approx. 75 dealers) across the United States. They also have 4 internal sales people that assist with customer services and quoting for their dealers.</p> <p>Meyer Products, LLC Meyer has 5 outside sales people across the United States that are responsible for their dealer network (approx. 120 dealers) and they have 2 internal sales people in customer service that assist their dealers as well.</p> <p>Aebi Schmidt Canada Aebi Schmidt Canada has 4 outside sales people in Canada that sell through our channels into Canada.</p> <p>M-B Companies, Inc. MB Companies has 1 external and 1 customer service support person to support the sales of our Brush division along with our European products.</p> <p>Monroe Towmaster Monroe Towmaster truck equipment has 3 sales people that handle snow and ice business for our Towmaster location in Minnesota. They handle all of the quoting and customer service in their areas.</p> <p>Overall we have 33 outside sales people across the United States and Canada and 23 internal sales support people. We have one of the largest and most robust sales forces in order to stay close to our customers and to provide them the service and support they need. Also, with over 250 dealer/distributors all with outside sales people across the United States and Canada we have many people representing the Aebi Schmidt brand.</p>
27	Dealer network or other distribution methods.	<p>Aebi Schmidt has one of the largest snow and ice distributor networks. We have around 250 certified dealers across the United States and Canada. Attached we will include in the documents section the list of distributors by brand.</p>
28	Service force.	<p>Our field service team consists of 11 individuals that respond in person to customer warranty and field service claims. These technicians will diagnose the problem, order parts and perform the service necessary. The technicians are located all across the lower 48 of the United States along with 1 in Alaska and 2 in Canada.</p> <p>We also have a number of internal service people across our business units that accept incoming calls from customers and dealers to support them with ordering parts.</p> <p>We believe if we don't provide proper service and support that customer will not come back, we are looking for long-term customer/manufacture partnerships to grow the business.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Most of our business is through dealer channels. Primarily orders will be handled by dealers/distributors. The dealers then in turn place an order with the factory. Many dealers stock equipment and parts, but due to the nature of most units being custom, orders will be placed and manufactured when needed. In some cases (Monroe business in Illinois, Wisconsin and Minnesota) the orders would be placed directly through our service centers.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As a company we understand that service and support is what helps us get repeat orders. We put a tremendous amount of focus on making sure the customer has what they need for support. Our dealer channel is the first line of support for most customers of Aebi Schmidt. They understand that we have expectations for them as far as response times. Our dealers and customers both can contact the factory direct to speak to a customer service person anytime between the hours of 7:30 am - 4:30 pm CST. Our customer support team can work with our engineering team to solve any problems in an expedited manner. If parts orders are placed by 2 pm CST, the order will be shipped next day for in stock parts. Our goal is to resolve customer issues as quickly as possible and all 1500 employees in North America have the understanding that our customers come first and are always top priority.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are fully able and eager to offer products and services to Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully able and eager to offer our products to participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be able to service all geographic areas.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Aebi Schmidt can service any snow and ice customer in the United States or Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions in Hawaii, Alaska or US Territories	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Aebi Schmidt North America's marketing strategy to promote the Sourcewell contract will include a multi-pronged approach as outlined below:</p> <p>Selling Strategy</p> <p>Once awarded, Aebi Schmidt will schedule sales meetings to train the inside and outside sales people across all Aebi Schmidt brands on the specifics of the Sourcewell contract including pricing, the bidding process and other procedures. The sales team will be provided tools to effectively communicate the award to all dealers, contractors, nonprofits and government agencies throughout the U.S. and Canada to ensure the success of the contract.</p> <p>Marketing Strategy</p> <p>Leveraging Aebi Schmidt's current marketing strategy for its North America brands, the Sourcewell contract will be promoted through an aggressive multi-channel approach utilizing digital and traditional initiatives.</p> <p>Digital Strategy</p> <p>Website</p> <ul style="list-style-type: none"> - Add content to Aebi Schmidt's corporate and individual branded websites reflecting the award, adding the Sourcewell logo in high- traffic locations. - Create a Sourcewell dedicated landing page on each website to house all important information for Sourcewell customers - Create landing page and data capture form for municipal/government website visitors interested in receiving emails with Sourcewell information - Optimize websites with key words and updated metadata as needed to increase search engine response for Sourcewell - Blog announcing award on the Aebi Schmidt Group corporate blog (https://blog-en.aebi-schmidt.com/) <p>Email marketing</p> <ul style="list-style-type: none"> - Execute "onboarding" email campaign for all dealers and distributors - Series of emails that will educate the Aebi Schmidt North America dealer/distributor network on the Sourcewell award, its customers, and important contract information - Emails highlighting "good to know" contract information, products that are performing well on contract, and other relevant information so that our distributors can better serve Sourcewell members - Add Sourcewell logo on pre- and post-tradeshaw email campaigns - Executive email campaign for all municipality/government sales contacts in CRM - Series of emails to inform and promote the Sourcewell contract to customers and prospects - Email drip campaign for visitors providing contact information on website landing

page/data capture form

- Emails highlighting distributor information and products performing well on contract

Social

- Celebrate and promote Sourcewell award through organic and paid posts on Facebook, LinkedIn and Instagram channels across all brands
- Include Sourcewell logo on social posts when relevant to provide continued social presence for Sourcewell and brands.

Traditional Strategy

Trade Journal Advertising / Literature

- Use of Sourcewell logo in trade magazine advertisements
- Update product literature to include the Sourcewell logo

In-dealership Merchandising

- Create and distribute "in-store" materials to promote the Sourcewell award.
 - Counter cards
 - Posters
 - Counter mats
 - Signage

Trade Shows

- Include Sourcewell logo on signage at tradeshow
- Support trade shows with pre-show mailers, emails, and other digital promotion – including social posts – that include the Sourcewell logo

Earned Media/Public Relations Strategy

Aebi Schmidt will utilize unpaid, or earned, media to promote the Sourcewell contract. This includes garnering publicity in a variety of media outlets.

- Press release distribution and media outlet follow-up announcing the award
- Blog post with award announcement on Aebi Schmidt website (see website tactics)
- Additional blog posts with "how to" and "best practice" information regarding the contract
- Pitch stories for editorial placement in trade publications targeting snow and ice control for contractors and municipalities.

We will also ask to work with our Sourcewell representative to schedule training sessions with our dealer network. We want to partner closely with Sourcewell to promote the program across our network.

Attached in the document section will be a few examples of marketing materials.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Aebi Schmidt North America is supported with strong digital marketing strategies executed through corporate and brand websites, content marketing, email automation, digital display and search ads, social media platforms, and emerging technologies, such as geo-fenced marketing. Key strategies and initiatives are detailed below.</p> <p>Content/Email Marketing -- Creating valuable content is a key initiative for Aebi Schmidt. Offering value-added content geared to educating prospects and customers on relevant topics helps them better perform their jobs and endears them to Aebi Schmidt's brands. The cookie-obtained data we gather via these efforts helps to understand the needs of end users, which leads to product innovation and timely marketing. Aebi Schmidt also intends to use content marketing in support of the distributor, dealer and municipal network by providing qualified leads through lead-generation tools such as data-capture forms and gated content. Automated Email campaigns are an offshoot of the content strategy and are often used in support of product-specific marketing and events, such as trade shows. The goal of email automation is to offer customers and/or prospects the right products, at the right times and prices, in addition to tracking activity on calls-to-action.</p> <p>Search Engine Marketing (SEM) -- Aebi Schmidt North America has focused on improving search engine performance and ranking by optimizing (SEO) all its websites for improved organic results. By focusing on new content, improved metadata, updating descriptions with keywords and phrases, more strategic labeling of files, etc., improvements have been realized in organic results. Once awarded, Aebi Schmidt plans to modify its search engine strategies in support of the Sourcewell award, thereby making it easier for stakeholders to find the products and services they seek.</p> <p>Digital Display, Search and Banner Advertising -- On a limited basis, Aebi Schmidt uses digital display and search advertising to help create awareness of products and special promotions. In-depth keyword research and search analytics are used to develop ad targeting to best reach audience segments at the optimum cost or bid. Additionally, websites with available advertising space that are relevant to target audiences may be used for banner ads.</p> <p>Social Media -- Aebi Schmidt North America and its brands leverage their presence on Facebook, LinkedIn, YouTube and Instagram to build brand and product awareness, while creating a strong relationship with end-users and key influencers. Organic content is posted regularly and strategic paid social campaigns with highly targeted segmentation are used. Social media channels also represent a means for Aebi Schmidt's customers and prospects to engage in two-way dialog -- social channels are used as an extension of customer service efforts, with responses provided to all posted questions.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell Promotion</p> <p>Sourcewell can support the promotion of contracts through regular communications to drive membership with Sourcewell and to inform existing members of new vendors and products on awarded contracts. Sourcewell can also provide vendors with marketing information that can be shared out through the variety of communication channels.</p> <p>Sales Process</p> <p>Throughout the length of the contract, the Aebi Schmidt North America marketing team will regularly communicate with the sales team regarding the contract to reinforce the information they received during training provided at beginning of contract. Reiterating the pricing, bidding process and procedures will help the sales team keep Sourcewell top-of-mind.</p> <p>The sales team will schedule sales calls with dealers and public sector employees, including the top 200 municipalities from Aebi Schmidt's CRM system to inform them of the Sourcewell contract and explain the benefits if they are not Sourcewell members.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The www.m-bco.com website has a customer login area of the portal where customers are able to find particular parts and place an order. The portal generates an email that goes to customer service to enter the order. The website also has a configurator that the customer can use to find the brush that the need to fit their application.</p> <p>Meyer Products also offers an area for our dealers to go online and order parts. These orders are acknowledged internally and an email is generated to the person who placed the order.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer a program to municipal customers called Vprotect 365. This is where we offer to perform a 200 point inspection of their snow and ice truck. In the end we will provide a diagnosis with a list of parts for repair and the expected maintenance interval schedule. We will offer this for our customer that purchase a turnkey truck from our organization. This is optional. We also offer mechanic training programs and fleet maintenance programs from our service team. The costs will be listed for Sourcewell members on the pricing sheets.</p> <p>Our regional sales people also offer free training sessions that will be held at dealer locations that member entities can join. These are a combination of equipment and Sourcewell training to help member and non-member entities not only have a better understanding of the products, but also how to procure them.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>We offer many products that are more technologically advanced than the competition. Some of the products are: Para-Glide wing post, the medium duty side dump body, blade light, Gen 4 RDS, Gen 4 FFDS, Expanded Anti-ice liquid capacity on spreaders/combination bodies, and wedge tank anti-ice inserts for dump bodies. Literature and explanations for these products will be included in the documents section of the response.</p> <p>We also offer a spreader called the Evolution that offers controlled spreading of a 70/30 mix of dry and liquid material for increased efficiency and more effective melting. This helps customers save up to 35% of salt usage.</p> <p>We also offer a small Aebi unit that can be outfitted with a snow plow, blower or any other attachment that can scale hills with up to 45 degree inclines. The Aebi unit has a lower center of gravity and wider wheel base has superior handling to any other machine in the industry, it is quite unique.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Aebi Schmidt also has a full commitment to sustainability in our factories.</p> <p>The following green initiatives were utilized during construction of the new manufacturing and office spaces in our recently completed plant expansion and North America corporate headquarters.</p> <p>Additional wall insulation = R29 to reduce heating/cooling costs Additional roof insulation = R43 to reduce heating/cooling costs Foundation insulation = R7.5 to substantially reduce heat loss through the floor High efficiency windows in both buildings Toilets and urinals with low GPF (low consumption per flush) LED lighting throughout both new spaces (ultra-low energy consumption units) Occupancy sensing light controls in offices and restrooms (lights turn on when someone enters and turn off after a pre-determined time) All exterior lighting is LED controlled by a photo eye VFD air compressors (variable speeds to supply the correct amount of air when required) State of the art Powder Coat system (the system uses energy only when required to perform a process) Switch to Zirconium based pre-treatment for both wet and powder paint lines (biodegradable product can be sent directly to sanitary sewer without a pre-treatment requirement) Multi-stream recycling compactor (cardboard, paper, plastic and glass can be recycled in the same container)</p> <p>All of our North America factories have LED lighting throughout. All factories have segregated waste material containers for metal and cardboard scrap to get recycled. Organizational commitment to reduce paper consumption by 30%. Our locations in Germany, Austria, Sweden and Norway are powered by up to 100% sustainably produced electric. In the Netherlands, we produce more than 54% of our electricity requirements. We have 8 projects in development in our organization for e-vehicles devices and modules.</p> <p>Pictures of our waste containers included in documents section along with a copy of our annual report which talks about sustainability and corporate responsibility on pages 26-38.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Aebi Schmidt does not have any third-party issued eco labels, ratings or certifications for the equipment that is included in this proposal.</p> <p>In an effort to be more sustainable we do offer electric powered spreaders and v-boxes to help protect the environment from harmful CO2 output. We are also working with chassis manufacturers to ensure that our equipment will work with the electric vehicles of the future. Ensuring that the PTO of these vehicles have the power necessary to work with plows, and other attachments.</p>	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Aebi Schmidt North America does not carry any WMBE designations directly. Aebi Schmidt does strive to work with organizations that do hold certifications. Approximately 6% of the parts we source for production of our equipment are from WMBE or SBE organizations. Attached you will see documentation and a letter of our intent and the some of the suppliers we work with. Aebi Schmidt North America does have dealers that we work with that are WMBE and/or SBE orientated. One such dealer we provide product to for the city of Chicago is Steve's Equipment Services. Attached in the documents is their MBE certification with the city of Chicago.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have the ability to offer turnkey truck packages along with a full service team of 11 field technicians to support when necessary. Not many companies in the field of snow and ice are able to offer that to their customers. We also offer service contracts and preventative maintenance audits as add-ons for our customers. Meyer products offers the longest warranty in the industry on their plows. They offer a 5 year manufacturers warranty. This is 3 years longer than any of the competitors in the market. See warranty documents attached in the document section.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The warranty covers all Aebi Schmidt manufactured products. The chassis is covered by the specific manufacturer's warranty. We will help to work with the chassis manufacturer on your claims to ensure all warranty items are taken care of. Our warranty disclosures are included in the document section.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of our warranty information including limitation and restrictions are outlined in the documents provided in the response in the document section labeled Warranty. They vary by product category and with the large breadth of products offered it is best to refer to the specific product warranty included.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes the warranty coverage would cover the technicians travel, time and other expenses if it is necessary for the technician to be onsite for repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no regions in the United States or Canada where we are unable provide a technician to perform repairs. We have technicians that work remotely across the United States including Alaska and two located in Canada.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will assist the customer with processing the warranty claims, but those warranties are all based on the original manufacturer of the equipment.	*
51	What are your proposed exchange and return programs and policies?	Our manufactured units are custom pieces of equipment and are not eligible for return or exchange. Part returns or exchanges are accepted. The customer is responsible for the freight to return items and a 30% restocking fee unless the part being returned was shipped by error (wrong part) from Aebi Schmidt North America. Our goal is customer satisfaction so we will do our best to work with our customers at all times within reason.	*
52	Describe any service contract options for the items included in your proposal.	Many of our service contracts are tailored to the needs to the customer. We do offer some standard solutions which include machine audits (Vprotect 365) in which we will send out a technician to do a 200 point inspection on the machine prior to winter. The end result is the customer will receive a list of parts needed for repairs and will also receive a list of preventative maintenances that should be done. We will perform those maintenances on a service contract to be negotiated with the customer at that time. We also offer training packages for mechanics and operators and that pricing is included in pricing documents included in the response.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our preferred payment method is electronic funds transfer. We will also accept credit cards with a service fee of 3% on orders under \$10,000, check payments and ACH transactions.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both financing and leasing options for our customers through the Alliance Funding group. The program is for any transaction from 300,000 to 25 million. Flexible terms ranging from 24 to 96 months repayment of loans or leases for heavy equipment and smaller loans from 5,000 to 250,000 for less expensive items with repayment terms of 3 to 18 months. Brochure included in the documents section.</p> <p>After attending the Sourcewell H2O program and learning about NCL Government Capital we are interested in looking into working with them and their awarded Sourcewell contract.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Standard documents include: Price quotation in approved Sourcewell format with our Sourcewell member number We supply our standard terms and conditions with all quotes. Upon machine delivery we provide all warranty information and contact information of anyone who would be needed to be contacted for support Included in the documents section is our standard terms and conditions documents along with our Insurance documents.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept credit cards for any parts orders. Most often our products are beyond the threshold of any credit card or p-card so most often orders are placed via Purchase Order number and paid through an EFT transaction.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All of our pricing provided shows a list price and the Sourcwell member price, which is discounted from the list. Pricing is uploaded in the documents section.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Monroe Truck Equipment is offering 20% discount off of list price. Swenson Spreader, LLC is offering 10% discount off of list price. Meyer Products, LLC is offering 20% discount on snowplows and 15% discount on spreaders. M-B Companies, Inc. is offering a 10% discount on all products and services offered. As a group Aebi Schmidt North America offers Sourcwell members a 10% discount off of list price for parts and accessories - most of these price lists are very comprehensive so they are not included in the documents.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebate programs are determined on a case-by-case basis determined from our dealer channel and/or the factory.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Each request for a sourced, open market or nonstandard product will be quoted at the time of each request. The member will be provided with our method of calculating the price through a quote for each request.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in the pricing. Due to the extreme uncertainty of the market and volatile cost freight will be calculated at delivery of the product at current cost. We contract with many freight providers and negotiate the absolute best terms that we can to provide our customers with the lowest cost freight we have available.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Small equipment is shipped via LTL by common carriers. Truck mounted equipment is shipped via drive-away service to all points in the continental U.S. Hauled service is also available for those customers who require an alternative to driving the unit. A customer can pick up and drive away as an option as well.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada and the U.S. Islands orders will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped via boat or even air if required.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer the ability for our customers to pick up their units from the factory and have factory training while on site at the plant.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This is our most complete offering of products with our most competitive pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	The Accounting and IT teams will be responsible for establishing, using, auditing and maintaining the procedure for recording sales to Sourcewell members in order to ensure our ability to report member sales to Sourcewell quarterly and submit the appropriate fee. The management team will receive monthly reports that will identify Sourcewell member orders, pricing, invoicing, and administrative fee to be submitted to Sourcewell. Additionally, the Audit team at the Aebi Schmidt Group will be advised of the contract requirements so that they can periodically audit for adherence to the contract, including pricing, sales reports, administrative fee submittals, etc. We have documented price lists that will be shared with our dealers and sales people, which will be input into our financial system for orders labeled as Sourcewell with the contract number attached. Each quarter our controllers will roll up all of the sales and ensure the proper administrative fees are sent from our organization to Sourcewell.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Aebi Schmidt North America utilizes the A3 project management process when defining sales targets for our business units, sales team members. Within each A3, targets for sales budgets and growth are broken down. We have created milestones (KPIs) for business units and individual regional territories. One milestone specific to Sourcewell will be created to track progress, usage, understanding, etc. Once awarded each business will be provided a sales growth target for "Sourcewell sales." Meetings are held monthly to track progress of these goals. All opportunities in the CRM system will be labeled as "Sourcewell" opportunities and that data will be tracked. We will develop KPIs for these opportunities to ensure progress is being made with these opportunities and they are trending in the direction of a sale. Metrics will be tracked, baselines for closing percentage are established and expectations will be set. Each salesperson in our organization will have a target established for sales created using Sourcewell.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Aebi Schmidt North America proposes to pay Sourcewell a 2% fee on all sales to Sourcewell members.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering our full range of products available through our Swenson, Meyer, Monroe and European factories that fit in the snow and ice category. We have products that fit every application of snow and ice removal in the industry. We are also offering our full line of OEM parts, third party parts and service programs. We are also offering our customers full turnkey snow and ice truck packages to allow the customer to have a one stop shop for their entire truck.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the products we are proposing fall within the scope of the RFP. We don't have any subcategories at this time.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows, blades, wings, blowers, and brooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer many types	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer may types	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer many types	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer parts and accessories along with service contracts	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing folder.zip - Tuesday June 21, 2022 20:12:56
- [Financial Strength and Stability](#) - Company Information.zip - Tuesday June 21, 2022 20:05:44
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday June 21, 2022 20:05:01
- [WMBE/MBE/SBE or Related Certificates](#) - MBE.zip - Tuesday June 21, 2022 20:13:24
- [Warranty Information](#) - Warranty Information.zip - Tuesday June 21, 2022 20:05:31
- [Standard Transaction Document Samples](#) - Standard Documents.zip - Wednesday June 22, 2022 10:32:28
- [Upload Additional Document](#) - Sales Organization.zip - Wednesday June 22, 2022 08:35:10

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Bartuseck, Vice President of After Sales - North America, Aebi Schmidt North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	<input checked="" type="checkbox"/>	1



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: 3/16/2023

Bid/Contract/PO #: _____

Company Name: <u>Monroe Truck Equipment, Inc.</u>	Company Contact: <u>Tom Markel</u>
Contact Phone: <u>331-229-0744</u>	Contact Email: <u>Tom.Markel@aebi-schmidt.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 Tom Markel

Title Municipal District / Outside Sales Manager

Date 3/16/2023

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-0065-23

Agenda Date: 4/18/2023

Agenda #: 7.D.

AWARDING RESOLUTION
ISSUED TO NORTHERN CONTRACTING, INC.
TO FURNISH, DELIVER, REPAIR AND INSTALL GUARD RAILS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$40,000.00)

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 Northern Contracting, Inc., to furnish, deliver, repair and install guardrails, as needed for the Division of Transportation, for the period May 12, 2023 through May 11, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish, deliver, repair and install guardrails, as needed for the Division of Transportation, for the period May 12, 2023 through May 11, 2024, is hereby approved for issuance to Northern Contracting, Inc., 1851 Coltonville Road, Sycamore, Illinois 60178, for a contract total not to exceed \$40,000.00.

Enacted and approved this 25th day of April, 2023 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 #: #21-028-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$209,900.00
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Northern Contracting Inc.	VENDOR #: 30616	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Richard Roesch	VENDOR CONTACT PHONE: 815-895-5855	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: richard@northerncontracting.net	VENDOR WEBSITE:	DEPT REQ #: 23-1500-31	
<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 Sign Shop is requesting a purchase order to Northern Contracting, to furnish, deliver, repair and install Guardrails throughout the DuPage County R.O.W. (right of ways). Effective May 12, 2023 through May 11, 2024 for a contract total not to exceed \$40,000.00, per low bid #21-028-DOT. This contract will be the second of three renewals upon mutual agreement by both parties.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
To repair, replace and or install new guardrails throughout DuPage County right of ways, where accidents or damages have occurred in our jurisdictional areas.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Northern Contracting Inc.	Vendor#: 30616	Dept: Division of Transportation	Division: Accounts Payable
Attn: Richard Roesch	Email: richard@northerncontracting.net	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1851 Coltonville Road	City: Sycamore	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60178	State: IL	Zip: 60187
Phone: 815-895-5855	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Northern Contracting Inc.	Vendor#: 30616	Dept: Division of Transportation	Division: Sign Shop
Attn: Amy J. Conner	Email: amy@northerncontracting.net	Attn: Ed Morgan	Email: ed.morgan@dupageco.org
Address: 1851 Coltonville Road	City: Sycamore	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60178	State: IL	Zip: 60187
Phone: 815-895-5855	Fax:	Phone: 630-407-6927	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 12, 2023	Contract End Date (PO25): May 11, 2024
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		Guardrail (repair, replacement and installation).	FY23	1500	3510	53320		20,000.00	20,000.00
2	1	EA		Guardrail (repair, replacement and installation).	FY24	1500	3510	53320		20,000.00	20,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 40,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish, deliver, repair and install Guardrails for the DuPage County R.O.W. (right of ways).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Richard Roesch, Mike Figuray, Ed Morgan and Amy Conner.
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
FURNISH, DELIVER, REPAIR AND INSTALL GUARDRAILS 21-028-DOT
BID TABULATION**



				NORTHERN CONTRACTING	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	GUARDRAIL POST VERTICAL ADJUSTMENT	EA	8	\$ 95.00	\$ 760.00
2	RAIL ELEMENT PLATE, TANGENT	EA	50	\$ 240.00	\$ 12,000.00
3	RAIL ELEMENT PLATE, RADIUS	EA	20	\$ 300.00	\$ 6,000.00
4	REPLACE EXISTING RAIL ELEMENT PLATE, TANGENT	EA	50	\$ 360.00	\$ 18,000.00
5	REPLACE EXISTING RAIL ELEMENT PLATE, RADIUS	EA	20	\$ 390.00	\$ 7,800.00
6	STEEL GUARDRAIL POST	EA	50	\$ 100.00	\$ 5,000.00
7	STEEL GUARDRAIL POST, MODIFIED	EA	50	\$ 270.00	\$ 13,500.00
8	STEEL GUARDRAIL POST, SPECIAL	EA	50	\$ 150.00	\$ 7,500.00
9	REPLACE STEEL GUARDRAIL POST	EA	50	\$ 170.00	\$ 8,500.00
10	REPLACE STEEL GUARDRAIL POST, MODIFIED	EA	50	\$ 270.00	\$ 13,500.00
11	REPLACE STEEL GUARDRAIL POST, SPECIAL	EA	50	\$ 195.00	\$ 9,750.00
12	REALIGN POST	EA	25	\$ 45.00	\$ 1,125.00
13	REMOVING & RESETTING POST	EA	2	\$ 55.00	\$ 110.00
14	GUARDRAIL BLOCK-OUT	EA	50	\$ 25.00	\$ 1,250.00
15	REPLACE GUARDRAIL BLOCK-OUT	EA	50	\$ 35.00	\$ 1,750.00
16	TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT)	EA	10	\$ 3,689.00	\$ 36,890.00
17	TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED)	EA	10	\$ 3,163.00	\$ 31,630.00
18	TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL-POST	EA	10	\$ 110.00	\$ 1,100.00
19	TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL RAIL ELEMENT PLATE	EA	5	\$ 344.00	\$ 1,720.00
20	REPLACE TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (TANGENT)	EA	20	\$ 3,889.00	\$ 77,780.00
21	REPLACE TRAFFIC BARRIER TERMINAL TYPE 1 SPECIAL (FLARED)	EA	20	\$ 3,390.00	\$ 67,800.00
22	REPLACE TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL-POST	EA	2	\$ 450.00	\$ 900.00
23	REPLACE TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL RAIL ELEMENT PLATE	EA	2	\$ 650.00	\$ 1,300.00
24	TRAFFIC BARRIER TERMINAL TYPE 2	EA	2	\$ 1,363.00	\$ 2,726.00
25	TRAFFIC BARRIER TERMINAL TYPE 5	EA	2	\$ 888.00	\$ 1,776.00
26	TRAFFIC BARRIER TERMINAL TYPE 6	EA	2	\$ 3,176.00	\$ 6,352.00
27	TRAFFIC BARRIER TERMINAL TYPE 10	EA	2	\$ 320.00	\$ 640.00
28	REPLACE TRAFFIC BARRIER TERMINAL TYPE 2	EA	2	\$ 1,563.00	\$ 3,126.00
29	REPLACE TRAFFIC BARRIER TERMINAL TYPE 5	EA	2	\$ 888.00	\$ 1,776.00
30	REPLACE TRAFFIC BARRIER TERMINAL TYPE 6	EA	2	\$ 3,376.00	\$ 6,752.00
31	REPLACE TRAFFIC BARRIER TERMINAL TYPE 10	EA	2	\$ 320.00	\$ 640.00
32	STEEL PLATE BEAM GUARDRAIL TYPE A, 6 FOOT POSTS	FT	1	\$ 37.14	\$ 37.14
33	STEEL PLATE BEAM GUARDRAIL TYPE B, 6 FOOT POSTS	FT	1	\$ 53.15	\$ 53.15
34	REPLACE STEEL PLATE BEAM GUARDRAIL TYPE A, 6 FOOT POSTS	FT	1	\$ 46.34	\$ 46.34
35	REPLACE STEEL PLATE BEAM GUARDRAIL TYPE B, 6 FOOT POSTS	FT	1	\$ 64.00	\$ 64.00
36	THRIE-BEAM GUARDRAIL ELEMENT PLATE	EA	1	\$ 500.00	\$ 500.00
37	THRIE-BEAM POST	EA	1	\$ 200.00	\$ 200.00
38	THRIE-BEAM GUARDRAIL RADIUS PLATE	EA	1	\$ 600.00	\$ 600.00
39	THRIE-BEAM MODIFIED BLOCK	EA	1	\$ 60.00	\$ 60.00
40	REPLACE THRIE-BEAM GUARDRAIL ELEMENT PLATE	EA	1	\$ 605.00	\$ 605.00
41	REPLACE THRIE-BEAM POST	EA	1	\$ 200.00	\$ 200.00
42	REPLACE THRIE-BEAM GUARDRAIL RADIUS PLATE	EA	1	\$ 600.00	\$ 600.00
43	REPLACE THRIE-BEAM MODIFIED BLOCK	EA	1	\$ 70.00	\$ 70.00
44	BACK SIDE PROTECTION	FT	50	\$ 36.00	\$ 1,800.00
				GRAND TOTAL	\$ 354,288.63

NOTES

1. Lovewell Fencing did not bid as Lovewell does not participate in a USDOL-approved apprenticeship or training program.
2. Industrial Fence did not bid as they specialize more in upgrade work.

Invitations Sent	9
Total Vendors Requesting Documents	2
Total Bid Responses	3



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Northern Contracting, Inc. 1851 Coltonville Rd. Sycamore, IL 60178 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-028-DOT which became effective on 5/12/2022 and which will expire 5/11/2023. The contract is subject to a second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 05/11/2024.

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

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

Richard Rorsch

PRINTED NAME

President

PRINTED TITLE

3/15/2023

DATE

SIGNATURE

Nickon Etminan

PRINTED NAME

Buyer II

PRINTED TITLE

DATE

SECTION 7 - BID FORM PRICING

All quantities listed are canvassing quantities. Unit cost shall include all labor, equipment, material and incidentals to complete the work. Certified transcripts of payroll must be submitted with each invoice, to adhere to the Prevailing Wage Requirements.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	GUARDRAIL POST VERTICAL ADJUSTMENT	EA	8	\$ 95.00	\$ 760.00
2	RAIL ELEMENT PLATE, TANGENT	EA	50	\$ 240.00	\$ 12,000.00
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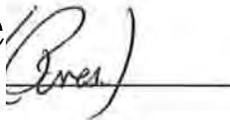
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
35	REPLACE STEEL PLATE BEAM GUARDRAIL TYPE B, 6 FOOT POSTS	FT	1	\$ 64.00	\$ 64.00
36	THRIE-BEAM GUARDRAIL ELEMENT PLATE	EA	1	\$ 500.00	\$ 500.00
37	THRIE-BEAM POST	EA	1	\$ 200.00	\$ 200.00
38	THRIE-BEAM GUARDRAIL RADIUS PLATE	EA	1	\$ 400.00	\$ 400.00
39	THRIE-BEAM MODIFIED BLOCK	EA	1	\$ 60.00	\$ 60.00
40	REPLACE THRIE-BEAM GUARDRAIL ELEMENT PLATE	EA	1	\$ 605.00	\$ 605.00
41	REPLACE THRIE-BEAM POST	EA	1	\$ 200.00	\$ 200.00
42	REPLACE THRIE-BEAM GUARDRAIL RADIUS PLATE	EA	1	\$ 400.00	\$ 400.00
43	REPLACE THRIE-BEAM MODIFIED BLOCK	EA	1	\$ 70.00	\$ 70.00
44	BACK SIDE PROTECTION	FT	50	\$ 36.00	\$ 1,800.00
GRAND TOTAL					354,288.63
GRAND TOTAL (In words)					

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.

I acknowledge the receipt of the following addenda.

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

X Signature on File 
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 9TH day of April AD, 20 21

Signature on File _____ My Commission Expires: 02/06/22
(Notary Public)



**SECTION 9 - MANDATORY FORM
FURNISH, DELIVER, REPAIR AND INSTALL GUARDRAILS 21-028-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Northern Contracting Inc.		
Main Business Address	1851 Coltonville Rd		
City, State, Zip Code	Sycamore, IL 60178		
Telephone Number	815/895-5855	Email Address	richard@northerncontracting.net
Bid Contact Person	Richard R. Roesch		

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:

Richard R. Roesch
(President or Partner)

Michael Jensen
(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.

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.

JOINT PURCHASING AGREEMENT

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES _____ NO X

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.



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: 3/15/23

Bid/Contract/PO #: _____

Company Name: <u>Northern Contracting Inc</u>	Company Contact: <u>Richard Roesch</u>
Contact Phone: <u>815-895-5855</u>	Contact Email: <u>richard@northerncontracting.net</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: Signature on File

Printed Name: Richard Roesch

Title: President

Date: 3/15/2023

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



File #: DT-P-0066-23

Agenda Date: 4/18/2023

Agenda #: 7.E.

AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND PRIMERA ENGINEERS, LTD.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2023 PAVEMENT MAINTENANCE (NORTH) PROGRAM
SECTION 23-PVMTC-19-GM
(CONTRACT TOTAL NOT TO EXCEED \$459,579.18)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2022 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM; and

WHEREAS, Primera Engineers, Ltd. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed \$459,579.18; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with 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 the CONSULTANT be hereby accepted and approved for a contract total not to exceed \$459,579.18 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Primera Engineers, Ltd, 650 Warrenville Road, Suite 200, Lisle, Illinois 60532, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form 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 25th day of April, 2023 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:	INITIAL TERM TOTAL COST: \$459,579.18
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$459,579.18
	CURRENT TERM TOTAL COST: \$459,579.18	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Primera Engineers Ltd.	VENDOR #: 11002	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Stacie Dovalovsky	VENDOR CONTACT PHONE: 630-324-5100	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: sdovalovsky@primeraeng.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.). 2023 Pavement Maintenance (North) Program - Professional Construction Engineering Services. Section 23-PVMT-19-GM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Construction engineering and administration services for the County's highway system Pavement Maintenance Program. Tasks involve specification enforcement, measurement of quantities, contract administration, and contract coordination.			

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. 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 27 firms. Based on the review of the Statements of Interest, 4 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel and DBE/WBE participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Primera Engineers, 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 Primera Engineers, Ltd. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Primera Engineers, 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 to Vendor	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Primera Engineers Ltd.	Vendor#: 11002	Dept:	Division:
Attn: Stacie Dovalovsky	Email: sdovalovsky@primeraeng.com	Attn:	Email:
Address: 650 Warrenville Road, Suite 200	City: Lisle	Address:	City:
State: IL	Zip: 60532	State:	Zip:
Phone: 630-324-5100	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 25, 2023	Contract End Date (PO25): Nov 30, 2027
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		23-PVMTC-19-GM	FY23	1500	3550	53010		400,000.00	400,000.00
2	1	EA		23-PVMTC-19-GM	FY24	1500	3550	53010		59,579.18	59,579.18
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 459,579.18

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. 2023 Pavement Maintenance (North) Program - Professional Construction Engineering Services. Section 23-PVMTC-19-GM
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, do not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 06/30/28
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 PRIMERA ENGINEERS, LTD.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2023 PAVEMENT MAINTENANCE - NORTH REGION
SECTION #: 23-PVMTC-19-GM

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2023, 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 Primera Engineers, LTD, licensed to do business in the State of Illinois, with offices at 650 Warrenville Road, Suite 200, Lisle, IL 60532; (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 construction engineering services for 2023 Pavement Maintenance-North Region, Section # 23-PVMTC-19-GM (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 construction engineering services and is willing to perform the required services for an amount not to exceed \$459,579.18; and

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. 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.
- 2.3 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 regarding any compensation paid by the COUNTY to the CONSULTANT.
- 2.4 Any work, assignments or 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.

- 2.5 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/County Engineer (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 not limited to, acts performed in accordance with Paragraphs 4.1, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 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 work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule 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 working for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

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

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the files, records, reports, documentation, etc. specified in Exhibit A.

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 \$459,579.18, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work 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, profit and incidental costs. 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.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis 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 Overtime/weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel on the PROJECT. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.
- 7.6 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 312-793-2800 or visiting the Illinois Department of Labor web site at <http://www2.illinois.gov/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.

7.7 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 on IDOT'S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if 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 work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

7.8 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work 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 reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.9 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.

7.10 Upon acceptance of all deliverables specified in paragraph 6.1 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 dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the 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 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 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, officers, agents, 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 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination

of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. 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.

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/>).**

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 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.

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 June 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 June 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 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 fulfil 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:

Primera Engineers Ltd.
650 Warrenville Road, Suite 200
Lisle, IL 60532
ATTN: Stacie Dovalovsky
Transportation Division Lead
Phone: 630.324.5100
Email: sdovalovsky@primeraeng.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Christopher C. Snyder, P.E.

Director of Transportation/County Engineer

Phone: 630.407.6900

Email: Christopher.snyder@dupageco.org

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 facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) 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 facsimile or 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, with proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

26.1.a The CONSULTANT agrees that the Resident Engineer working on this PROJECT has completed all necessary courses to meet all prequalification requirements from the Illinois Department of Transportation for a Resident Engineer.

26.1.b The CONSULTANT agrees that all Inspectors assigned to the PROJECT have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Kevin Siksta, Construction 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 enough 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 DU PAGE

PRIMERA ENGINEERS, LTD.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Stacie Dovalovsky, P.E.
Transportation Division Lead

ATTEST BY:

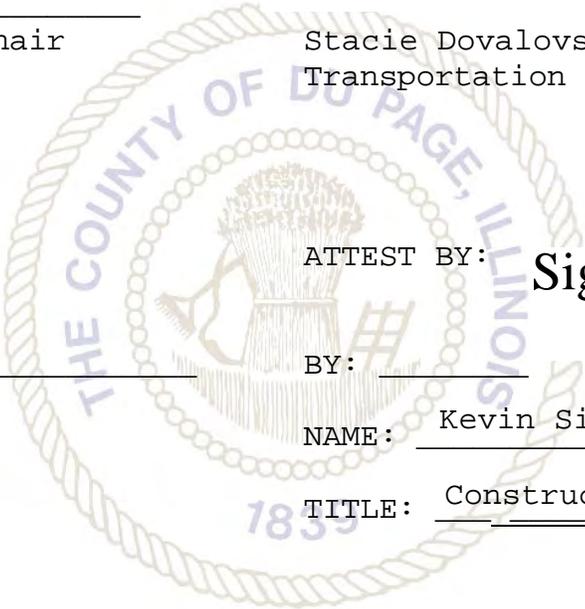
ATTEST BY: **Signature on File**

Jean Kaczmarek
County Clerk

BY: _____

NAME: Kevin Siksta, P.E.

TITLE: Construction Dept. Manager



March 24, 2023

Christopher C. Snyder, P.E.
Director of Transportation / County Engineer
DuPage County Division of Transportation
421 North County Farm Road
Wheaton, IL 60187

Re: 2023 DuPage Pavement Maintenance Program – North
Section: 23-PVMTC-19-GM

Dear Mr. Snyder:

Primera Engineers, Ltd. (Primera) is pleased to provide our Cost Estimate for the subject-referenced project. Our cost includes Phase III services for the project by Primera with subconsultants Mead & Hunt, Inc. and Material Testing by S.T.A.T.E Testing, LLC.

The table below provides a summary of the engineering costs:

Phase	Contract Amount
Primera Pre-Construction	\$20,343.32
Primera Construction	\$213,757.53
Primera Post Construction	\$29,660.12
Primera Direct Costs	\$16,020.00
Services by Others (Mead & Hunt)	\$129,969.80
Services by Others (State Testing)	\$50,070.31
Total Amount	\$459,821.08

The total contract amount for Phase III services is \$459,821.08.

Please feel free to contact me at sdovalovsky@primeraeng.com or Kevin Siksta at 815-258-6357 if you would like to discuss this or anything further.

Sincerely,

Signature on File

Stacie Dovalovsky, P.E.
Vice President & Transportation Division Manager

CC: Steve Mlynarczyk, P.E.

2023 PAVEMENT MAINTENANCE – NORTH SCOPE OF SERVICES

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

- (1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.
- (2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.
- (4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.
- (5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
- (6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.
- (7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER / COUNTY as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.

- (8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.
- (9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County's Engineer and become the property of the COUNTY.
- (10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.
- (11) To complete all measurements, records, including ADA inspection forms, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.
- (12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- (13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.

PROJECT: 2021 PAVEMENT MAINTENANCE - NORTH
SECTION: 21-PVMTC-15-GM

DuPage County - 2023 Pavement Maintenance - North
PROPOSED MANHOURS/VEHICLE HOURS - PRIMERA ENGINEERS

Week Ending:	Pre- Construction				Construction																		Post Construction				Totals	
	30-Apr	7-May	14-May	21-May	28-May	4-Jun	11-Jun	18-Jun	25-Jun	2-Jul	9-Jul	16-Jul	23-Jul	30-Jul	6-Aug	13-Aug	20-Aug	27-Aug	3-Sep	10-Sep	17-Sep	24-Sep	1-Oct	8-Oct	15-Oct	22-Oct		
Project Manager	4	2	2	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	2	2	2	2	72	
Administrative	1					1				1					1				1				1			1	7	
Resident Engineer	8	16	40	40	40	40	40	45	45	45	40	45	45	45	45	45	45	45	45	45	45	45	40	40	40	40	1054	
Inspector (assist w/nights)												40	40	40	40				40	40	40	40					320	
Inspector (Mead & Hunt)			16	40	40	40	40	40	40	40	35	45	45	45	45	45	45	45	45	45	45	45	40				866	
Inspector (Intern)								30	30	30	30	30	30	30	30	30	16									286		
STATE (Material Testing)						12	12	12	12	16	16	16	40	16	16	16	40	16	16	40	16	16					328	
Weekly Totals	13	18	58	82	83	96	95	130	130	135	124	179	203	179	180	139	149	109	150	173	149	149	83	42	42	43		
	Pre - Construction				Construction																		Post Construction					
	171				2552																		210				2933	
Vehicle Days																												
Primera	1	2	5	5	5	5	5	8	10	10	10	13	13	13	13	10	9	5	12	12	12	10	5	5			198	
Mead & Hunt			1	2	5	5	5	5	5	4	5	5	5	5	5	5	5	5	5	5	5	5	5	5			97	
STATE Testing						2	2	2	2	3	3	3	5	3	3	3	5	3	3	5	3	3					53	
																									Grand Total Vehicle Days	348		



Payroll Escalation Table
Anniversary Raises
DLM 2.80

FIRM NAME Primera Engineers, Ltd.
PRIME/SUPPLEMENT Prime

DATE 03/24/23
PTB NO. _____

CONTRACT TERM 8 MONTHS
START DATE 4/15/2023
RAISE DATE Anniversary

OVERHEAD RATE 126.50%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

4

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.00%

The total escalation for this project would be: **1.00%**



Payroll Rates

FIRM NAME Primera Engineers, Ltd. DATE 03/24/23
 PRIME/SUPPLEMENT Prime
 PTB NO. N/A

ESCALATION FACTOR 1.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$86.00	\$86.00
Senior Project Manager	\$80.52	\$81.33
Project Manager	\$61.10	\$61.71
Engineer V	\$72.77	\$73.50
Engineer IV	\$63.07	\$63.70
Engineer III	\$51.38	\$51.89
Engineer II	\$39.68	\$40.08
Engineer I	\$35.97	\$36.33
Field Technician IV	\$51.88	\$52.40
Field Technician III	\$43.00	\$43.43
Field Technician II	\$36.75	\$37.12
Field Technician I	\$27.50	\$27.78
Project Management Assistant	\$33.47	\$33.80
Administrative	\$33.99	\$34.33
Intern	\$19.00	\$19.19

Average Hourly Project Rates

 Route Various
 Section N/A
 County DuPage
 Job No. _____
 PTB/Item _____

 Consultant Primera Engineers, Ltd.

 Date 03/24/23

 Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Pre-Construction			Construction			Post Construction			Mead & Hunt (Const Inspector)			STATE Testing (Material Testing)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$86.00	0																	
Senior Project Manager	\$81.33	72	4.04%	3.29	10	8.70%	7.07	54	3.61%	2.94	8	4.71%	3.83						
Project Manager	\$61.71	1054	59.18%	36.52	104	90.43%	55.81	790	52.81%	32.59	160	94.12%	58.08						
Engineer V	\$73.50	0																	
Engineer IV	\$63.70	0																	
Engineer III	\$51.89	0																	
Engineer II	\$40.08	0																	
Engineer I	\$36.33	0																	
Field Technician IV	\$52.40	320	17.97%	9.41				320	21.39%	11.21									
Field Technician III	\$43.43	0																	
Field Technician II	\$37.12	0																	
Field Technician I	\$27.78	0																	
Project Management Assistant	\$33.80	0																	
Administrative	\$34.33	7	0.39%	0.13	1	0.87%	0.30	4	0.27%	0.09	2	1.18%	0.40						
Intern	\$19.19	328	18.42%	3.53				328	21.93%	4.21									
		0																	
		0																	
		0																	
		0																	
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TOTALS		1781	100%	\$52.89	115	100%	\$63.18	1496	100%	\$51.03	170	100%	\$62.31	0	0%	\$0.00	0	0%	\$0.00



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Mead & Hunt, Inc.
PRIME/SUPPLEMENT PRIME

DATE 03/24/23
PTB NO. _____

CONTRACT TERM 9 MONTHS
START DATE 4/1/2023
RAISE DATE 1/1/2024

OVERHEAD RATE 168.16%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2023 - 12/31/2023				
9				
9				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME State Materials Engineering DBA S.T.A.T.E. Testing, LLC
PRIME/SUPPLEMENT Prime

DATE 03/24/23
PTB NO. _____

CONTRACT TERM 5 MONTHS
START DATE 6/1/2023
RAISE DATE 3/1/2024

OVERHEAD RATE 144.96%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

6/1/2023 - 10/31/2023

[Empty box]

[Empty box]

[Empty box]

[Empty box]

5
5

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

EXHIBIT B

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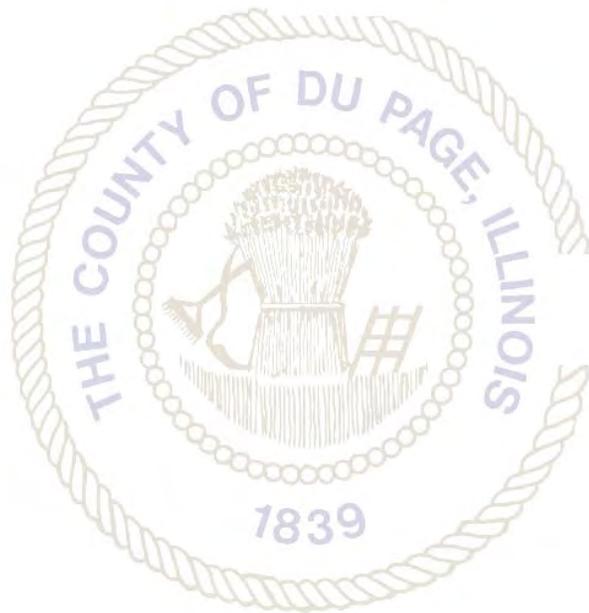


EXHIBIT C

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

CONSULTANT: **Primera Engineers, Ltd.**

PROJECT: **Pavement Maintenance North – Construction Engineering Services**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Senior Project Manager	60.00	86.00	
Project Manager	45.00	78.00	
Engineer V	60.00	86.00	
Engineer IV	50.00	82.00	
Engineer III	40.00	63.00	
Engineer II	33.00	57.00	
Engineer I	30.00	42.00	
Field Technician IV	45.00	60.00	
Field Technician III	35.00	50.00	
Field Technician II	30.00	45.00	
Field Technician I	25.00	38.00	
Project Management Assistant	25.00	46.00	
Administrative	25.00	65.00	
Intern	18.00	24.00	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Date: 03/23/2023

Signature

Melissa Clark
Print Name

Approved By COUNTY:

Signature on File

Date: 3/29/2023

William Eidson, Asst. County Engineer

EXHIBIT C

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

CONSULTANT: State Materials Engineering, LLC OBA S.T.A.T.E. Testing, LLC

PROJECT: DuPage 2023 Pavement Maintenance

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$78	\$78	
Associate Engineer	\$78	\$78	
Professional Engineer	\$40	\$78	
Civil Engineer	\$30	\$40	
Engineering Technician	\$18	\$30	
Materials Coordinator	\$45	\$60	
Laboratory Manager	\$45	\$60	
Senior Engineer	\$59	\$68	
Quality Assurance Manager	\$45	\$55	
Level III Technician	\$40	\$60	
Level II Technician	\$38	\$55	
Material Tester 1	\$42	\$62	
Material Tester 2	\$42	\$62	
Laboratory Technician II	\$27	\$36	
Lab Technician I	\$17	\$28	
CWI	\$40	\$60	
Senior Geological Technician	\$44	\$55	
Senior Source Inspector	\$44	\$55	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Signature
Jake Behnke
Print Name

Date: 3/24/2023

Approved By COUNTY:

Signature on File
William Eidson, Asst. County Engineer

Date: 3/29/2023

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 taking into account 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.

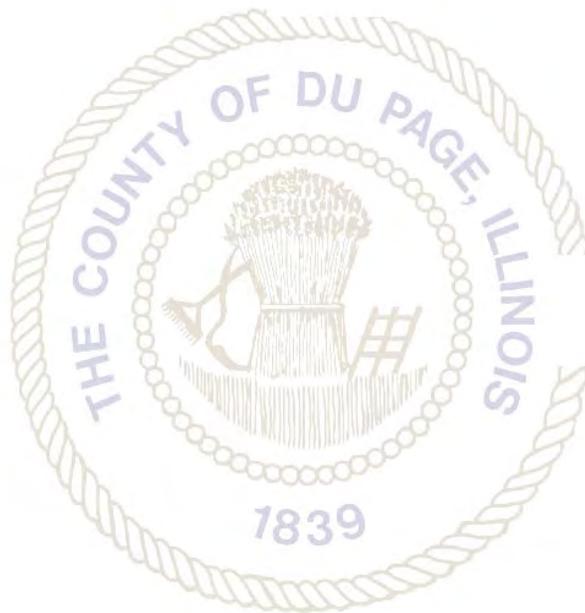


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to
reassign staff for the _____

_____ project,

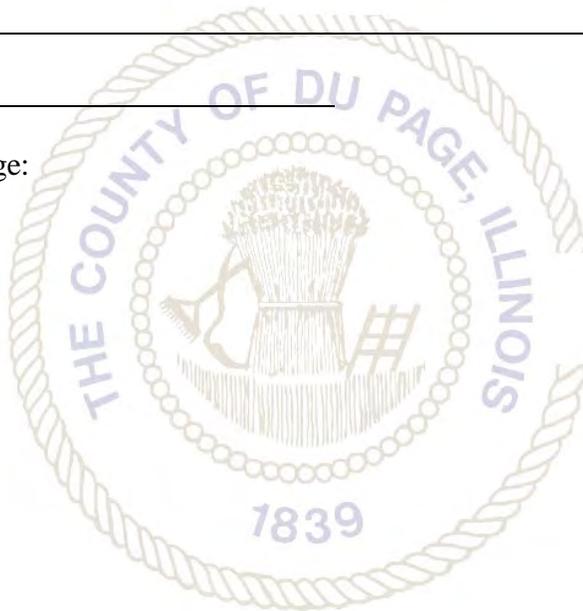
Section No. _____.

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)
Primera Engineers, Ltd.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>03/23/23</u>		

Consultant
 Primera Engineers, 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"/>	198	\$65.00	\$12,870.00
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"/>	70	\$45.00	\$3,150.00
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"/>			



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Primera Engineers, Ltd.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date _____		

Consultant
 Mead & Hunt, Inc.

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"/>			
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 checked="" type="checkbox"/>	97	\$65.00	\$6,305.00
Vehicle Rental	Actual cost (Up to \$55/day)	<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"/>			
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			



Direct Costs Check Sheet

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

Consultant
 State Materials Engineering DBA S.T.A.T.E. Testing L

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"/>			
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 checked="" type="checkbox"/>	53	\$65.00	\$3,445.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>	5	\$7.26	\$36.30
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"/>			
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
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		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$3481.30

*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

Date: March 15, 2023

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

Bid/Contract/PO #: 23-PVMTC-20-GM

Company Name: <u>Primera Engineers, Ltd.</u>	Company Contact: <u>Stacie Dovalovsky</u>
Contact Phone: <u>312.606.0910</u>	Contact Email: <u>sdovalovsky@primeraeng.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 Stacie Dovalovsky

Title Vice President & Transportation Division Manager

Date March 15, 2023

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: Mead & Hunt	Company Contact: Patrick C Bagliere
Contact Phone: 630.816.0633	Contact Email: patrick.bagliere@meadhunt.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 Patrick C Bagliere

Title Construction Engineering Manager

Date 3/23/2023

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

Date: _____

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

Bid/Contract/PO #: _____

Company Name: <u>STATE MATERIALS ENGINEERING</u>	Company Contact: <u>JAY BEHNKE</u>
Contact Phone: <u>847 836 0002</u> <u>DBE: S.T.P.T.E. TESTING</u>	Contact Email: <u>JBEHNKE@STATETESTINGLLC.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 JAY J. BEHNKE

Title PRESIDENT / OWNER

Date MARCH 22, 2023

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-0067-23

Agenda Date: 4/18/2023

Agenda #: 7.F.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CHASTAIN & ASSOCIATES, LLC
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2023 PAVEMENT MAINTENANCE (CENTRAL) PROGRAM
SECTION 23-PVMTC-21-GM
(CONTRACT TOTAL NOT TO EXCEED \$473,055.98)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2023 Pavement Maintenance (Central) Program, 23-PVMTC-21-GM; and

WHEREAS, Chastain & Associates, LLC (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed \$473,055.98; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with 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 Chastain & Associates, LLC be hereby accepted and approved for a contract total not to exceed \$473,055.98 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Chastain & Associates, LLC, 120 West Center Court, Schaumburg, Illinois 60195, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form 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 25th day of April, 2023 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:	INITIAL TERM TOTAL COST: \$473,055.98
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$473,055.98
	CURRENT TERM TOTAL COST: \$473,055.98	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Chastain & Associates, LLC	VENDOR #: 20188	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: David Lawry	VENDOR CONTACT PHONE: 773-714-0050	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: dlawry@chastainengineers.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.). 2023 Pavement Maintenance (Central) Program - Professional Construction Engineering Services. Section 23-PVMTC-21-GM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Construction engineering and administration services for the County's highway system Pavement Maintenance Program. Tasks involve specification enforcement, measurement of quantities, contract administration, and contract coordination.			

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. 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 27 firms. Based on the review of the Statements of Interest, 4 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel and DBE/WBE participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Chastain & Associates, LLC 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 Chastain & Associates, LLC. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Chastain & Associates, LLC 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 to Vendor	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Chastain & Associates, LLC	Vendor#: 20188	Dept:	Division:
Attn: David Lawry	Email: dlawry@chastainengineers.com	Attn:	Email:
Address: 120 W, Center Court	City: Schaumburg	Address:	City:
State: IL	Zip: 60195	State:	Zip:
Phone: 773-714-0050	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 25, 2023	Contract End Date (PO25): Nov 30, 2027
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		23-PVMTC-21-GM	FY23	1500	3550	53010		400,000.00	400,000.00
2	1	EA		23-PVMTC-21-GM	FY24	1500	3550	53010		73,055.98	73,055.98
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 473,055.98

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. 2023 Pavement Maintenance (Central) Program - Professional Construction Engineering Services. Section 23-PVMTC-21-GM
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, do not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 06/30/28
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 CHASTAIN & ASSOCIATES, LLC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2023 PAVEMENT MAINTENANCE - CENTRAL REGION
SECTION # 23-PVMTC-21-GM

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2023, 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 Chastain & Associates, LLC, licensed to do business in the State of Illinois, with corporate offices at 5 N. Country Club Road, Decatur, Illinois 62521; (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 construction engineering services for 2023 Pavement Maintenance-Central Region, Section #23-PVMTC-21-GM (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 construction engineering services and is willing to perform the required services for an amount not to exceed \$473,055.98; and

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. 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.
- 2.3 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 regarding any compensation paid by the COUNTY to the CONSULTANT.
- 2.4 Any work, assignments or 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.

- 2.5 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/County Engineer (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 not limited to, acts performed in accordance with Paragraphs 4.1, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

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 work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule 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 work for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

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

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the files, records, reports, documentation, etc. specified in Exhibit A.

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 \$473,055.98, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work 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, profit and incidental costs. 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.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis 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 Overtime/weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel on the PROJECT. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.
- 7.6 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 312-793-2800 or visiting the Illinois Department of Labor web site at <http://www2.illinois.gov/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.

- 7.7 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 on IDOT'S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if 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 work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.
- 7.8 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount-invoiced for work 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 reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.9 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.

7.10 Upon acceptance of all deliverables specified in paragraph 6.1 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 the statutory amounts.

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the 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 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 additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require

that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, 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 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the

requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. 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.

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/>).**

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 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.

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 June 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 June 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 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:

Chastain & Associates, LLC.
120 W. Center Court
Schaumburg, IL 60195
ATTN: David Lawry
Director Municipal Services
Phone: 773.714.0050
Email: dlawry@chastainengineers.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Email: Christopher.snyder@dupageco.org

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 facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) 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 facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such

access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

26.1.a The CONSULTANT agrees that the Resident Engineer working on this PROJECT has completed all necessary courses to meet all prequalification requirements from the Illinois Department of Transportation for a Resident Engineer.

26.1.b The CONSULTANT agrees that all Inspectors assigned to the PROJECT have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Mike Hartwig) 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 enough 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 DU PAGE

CHASTAIN & ASSOCIATES, LLC.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Dan Jearzejak, P.E.
Principal

ATTEST BY:

ATTEST BY:

Signature on File

Jean Kaczmarek
County Clerk

BY:

NAME:

DAVID LAWRY

TITLE:

DIR. of MUNICIPAL SERVICES



March 16, 2023

Mr. William C Eidson, P.E., PTOE
Assistant County Engineer
DuPage County Division of Transportation
Jack T. Knuepfer Administration Building
421 N. County Farm Road
Wheaton, Illinois 60187

RE: 2023 Pavement Maintenance Program
Professional Construction Engineering Services – Central Region

Dear Mr. Eidson:

Thank you again for your confidence in Chastain to provide the above services to the County. As discussed, and due to the imminent retirement of Steve Frerichs and the resignation of James O'Connor, we are identifying Mike Hartwig as the Project Manager and Tom Brenner as the PE. Resumes for both these staff have already been forwarded to you. Below is the scope of work for the 2023 Pavement Maintenance Program as submitted in our proposal dated January 12, 2023:

Scope of Work

- A. Identify, anticipate, and determine the ramifications of any unforeseen conditions or situations, which may arise on the project and make detailed recommendations to the County for field changes. Early identification of potential problems is crucial for this project to mitigate delays. Chastain will work with the contractor to remedy identified situations before they become safety concerns for the traveling public.
- B. Conduct a preconstruction meeting with the contractor and affected agencies.
- C. Coordinate work as necessary with IDOT and ISTHA.
- D. Pro-active utility coordination as required.
- E. Perform continuous observation of the contractor's construction work and the contractor's daily operations to verify construction is accomplished in accordance with the plans and specifications. Chastain's Resident Engineer has the experience and construction knowledge to make project decisions within the authority delegated.
- F. Maintain a daily record (diary) of the contractor's activities throughout construction, including documenting sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- G. Provide contractor with benchmarks & controls plus maintenance of all survey and survey monuments by a professional land surveyor, if necessary.
- H. Respond to all Requests for Information (RFI's), coordinating with the County for responses when appropriate.
- I. Prepare and submit to the County, weekly reports on the contractor's progress.
- J. Review contractor's submittals and shop drawings.
- K. Perform checks and verification of contractor's layout and staking.
- L. Chastain's R.E. will assign, schedule and supervise all inspectors, proportioning engineers and other technical personnel on the project or from the materials testing subconsultant. Personnel

experienced with material coordination and documentation will monitor the taking and reporting of material samples.

- M. Conduct regular meetings with the contractor and all interested parties to discuss progress of the project and other matters requiring disposition. The frequency of the meetings will be determined in the preconstruction meeting.
- N. Maintain Quantity Book Records including cross references to evidence of material documentation and all corresponding I.D.R.'s for the daily work. Inspection work will also be documented in field books.
- O. Prepare and review with the contractor, regular pay estimates.
- P. Perform and document traffic control and erosion control inspections as required for the project.
- Q. Inspection of materials or obtaining supplier certifications
- R. Measure quantities and maintain project documentation of quantities. Assist and prepare all required partial and final pay estimates, change orders, records and reports.
- S. Document necessary change orders. All change orders shall have county approval prior to extra work being performed.
- T. Perform final inspection, prepare punch list, prepare balancing authorizations, address material deficiency lists, obtain final certifications and prepare final pay estimate.
- U. Revise contract drawings to reflect as-built conditions.

Chastain is flexible as we have availability of additional field personnel to allow more oversight of activities at any given time at multiple locations as necessary. Our effort anticipates, in addition to the full-time RE, a full-time engineer inspector, a full-time intern and an additional inspector should the pace of work require the additional oversight. Please contact me with any questions regarding this scope of work at 847.417.4180 or at dlawry@chastainengineers.com.

Sincerely,

Signature on File

David L. Lawry, P.E.
Director of Municipal Service



**PHASE III - CONSTRUCTION ENGINEERING
SCOPE OF SERVICES**

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between IDOT (or the COUNTY) and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

- (1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.
- (2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.
- (4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.
- (5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
- (6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.

- (7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER/COUNTY as well as all situation's incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.
- (8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.
- (9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County's Engineer and become the property of the COUNTY.
- (10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.
- (11) To complete all measurements, records, including ADA inspection forms, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.
- (12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- (13) Perform materials sampling, testing, and reporting, according to the project requirements, the IDOT Project Procedures Guide, and as directed by the County.

PROJECT: 2023 PAVEMENT MAINTENANCE - CENTRAL REGION
SECTION: 23-PVMTTC-21-GM

Week Ending:	Pre-Construction		Construction																		Post Construction				Totals		
	13-May	20-May	27-May	3-Jun	10-Jun	17-Jun	24-Jun	1-Jul	8-Jul	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug	26-Aug	2-Sep	9-Sep	16-Sep	23-Sep	30-Sep	7-Oct	14-Oct	21-Oct		28-Oct	
Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	50
Resident Engineer	40	40	40	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	40	40	40	40	40	40	1136
Inspector	20	20	40	40	48	48	48	48	48	48	48	48	48	48	48	48	48	40	40	40	40	16	16			936	
Intern			40	40	40	40	40	40	40	40	40	40	40	40	40											520	
Inspector									20	20	20	20	20	20	20	20	20									180	
Weekly Totals	62	62	122	130	138	138	138	138	158	158	158	158	158	158	158	118	118	90	90	90	82	58	58	42	42	0	
	Pre - Construction 124																				Construction 2498	Post Construction 200				2822	

Vehicle Days

Chastain	8	8	15	15	15	15	15	15	18	18	18	18	18	18	18	15	15	10	10	10	10					302
----------	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	--	--	--	--	-----

Material Testing

Hours	8		8	16	16	16	16	16	24	24	24	24	24	24	24	24	24	16	16	16	8	8			376
Vehicle Days	1		1	2	2	2	2	2	3	3	3	3	3	3	3	3	3	2	2	2	1	1			47

Total Hours	3198
Total Vehicle Days	349



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	Chastain & Associates LLC
Route	Various
Section	23-PVMTC-21-GM
County	DuPage
Job No.	
PTB & Item	

Date	03/23/23
Overhead Rate	0.00%
Complexity Factor	0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Pre-Construction Activities	124	7,604.53	21,292.69	1,040.00			22,332.69	4.72%
	Construction Engineering	2498	120,892.60	338,499.29	19,090.00	56,810.52		414,399.81	87.60%
	Post-Construction Activities	200	12,972.67	36,323.49				36,323.49	7.68%
	TOTALS	2822	141,469.81	396,115.46	20,130.00	56,810.52	0.00	473,055.98	100.00%

DBE 0.00%



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Chastain & Associates LLC
PRIME/SUPPLEMENT Prime

DATE 03/23/23
PTB NO. _____

CONTRACT TERM 14 MONTHS
START DATE 5/1/2023
RAISE DATE 12/31/2023

OVERHEAD RATE _____
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

5/1/2023 - 12/31/2023	1/1/2024 - 6/30/2024			
$\frac{8}{14}$	$\frac{6}{14}$	_____	_____	_____
= 57.14%	44.14%			
= 1.0129				

The total escalation for this project would be: 1.29%



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	Rubino Engineering, Inc.
Route	Eola Road
Section	23-PVMTC-21-GM
County	DuPage
Job No.	
PTB & Item	1

Date	03/23/23
Overhead Rate	169.03%
Complexity Factor	0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
DBE	QA Material Testing	376	16,823.44	47,105.62	9,705.20		56,810.82	56,810.82	100.00%
	TOTALS	376	16,823.44	47,105.62	9,705.20	0.00	56,810.82	56,810.82	100.00%

DBE 100.00%



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Rubino Engineering, Inc.
PRIME/SUPPLEMENT Prime

DATE 03/23/23
PTB NO. 1

CONTRACT TERM 14 MONTHS
START DATE 5/1/2023
RAISE DATE 2/29/2024

OVERHEAD RATE 169.03%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

5/1/2023 - 2/29/2024	3/1/2024 - 6/30/2024			
10	4			
14	14			
= 71.43%	= 29.43%			
= 1.0086				

The total escalation for this project would be: **0.86%**

EXHIBIT B

(Left Intentionally Blank)

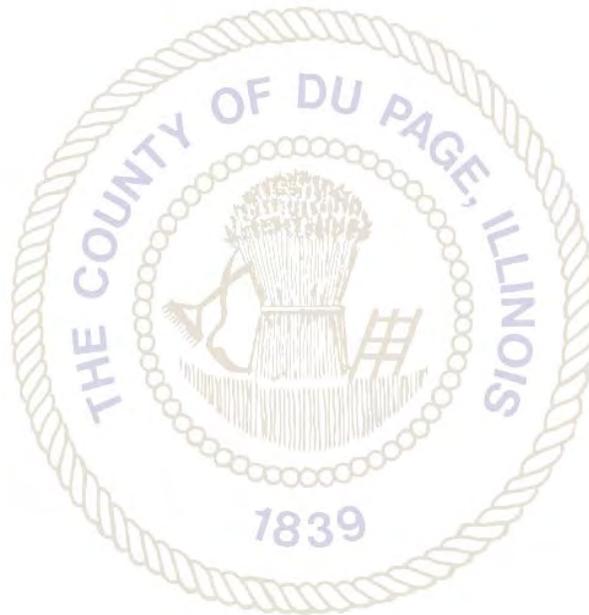


EXHIBIT C

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

CONSULTANT: Chastain & Associates LLC

PROJECT: 2023 Pavement Maintenance – Central Region

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$80	\$86	
Professional V	\$77	\$86	
Professional IV	\$62	\$73	
Professional III	\$51	\$63	
Professional II	\$41	\$50	
Professional I	\$29	\$38	
Chief of Survey	\$57	\$60	
Surveyor II	\$40	\$42	
Surveyor I	\$30	\$32	
Technician V	\$53	\$57	
Technician IV	\$45	\$49	
Technician III	\$38	\$43	
Technician II	\$21	\$37	
Technician I	\$19	\$20	
Administrative	\$20	\$46	

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

Signature of Authorized Agent for CONSULTANT: **Signature on File**

Date: 3/24/23

Signature
Daniel Jedrzejak
Print Name

Approved By COUNTY: **Signature on File**

Date: _____

William Eidson, Asst. County Engineer

EXHIBIT C

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

CONSULTANT: Rubino Engineering Inc.

PROJECT: 2023 Pavement Maintenance – Central Region

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Material Tester 1 & 2	\$37	\$50	
Project Manager / Engineer	\$40	\$70	
Staff Engineer / Geologist / Soil Scientist	\$30	\$55	
Laboratory Staff	\$16	\$50	
Principal	\$70	\$81	
Driller	\$50	\$65	
Administrative	\$20	\$35	

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

Signature on File

Signature of Authorized Agent
for CONSULTANT:

Michelle Lipinski
Print Name

Date: 03/24/2023

Approved By COUNTY:

William Eidson, Asst. County Engineer

Date: _____

Exhibit C Notes

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

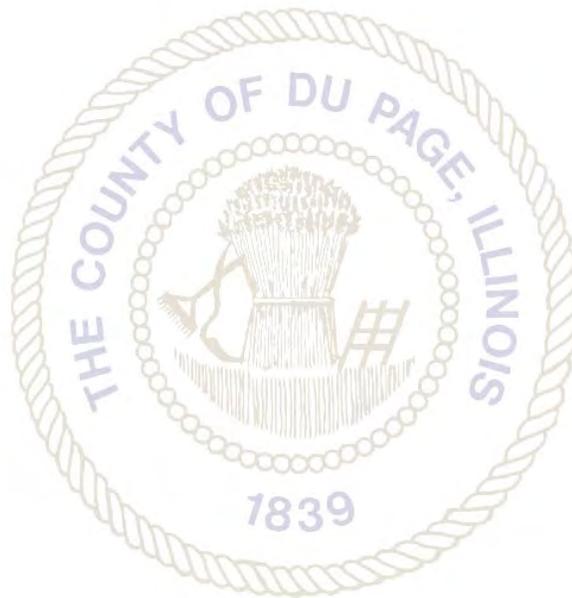


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to
reassign staff for the _____
_____ project,

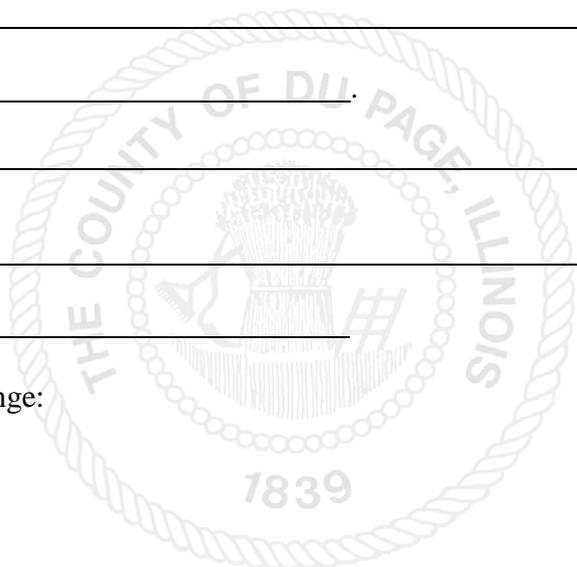
Section No. _____.

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)
Chastain & Associates LLC		23-PVMTC-21-GM
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>03/22/23</u>

Consultant
 Chastain & Associates LLC

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"/>			
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"/>	302	\$65.00	\$19,630.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>	50	\$10.00	\$500.00
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"/>			
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$20,130.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Chastain & Associates LLC		23-PVMTC-21-GM
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date 03/23/23

Consultant
 Rubino Engineering, Inc.

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"/>	47	\$65.00	\$3,055.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>	80	\$21.84	\$1,747.20
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"/>			
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
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"/>			
Maximum Maximum Theoretical Specific Gravity	Laboratory Testing	<input type="checkbox"/>	9	\$116.00	\$1,044.00
Bulk Specific Gravity	Laboratory Testing	<input type="checkbox"/>	9	\$100.00	\$900.00
Ignition Oven Test	Laboratory Testing	<input type="checkbox"/>	9	\$70.00	\$630.00
Reflux Extraction + Sieve Analysis	Laboratory Testing	<input type="checkbox"/>	3	\$95.00	\$285.00
Compression testing of concrete specimens by ASTM procedures	Laboratory Testing	<input type="checkbox"/>	50	\$18.00	\$900.00
Nuclear Gauge	Direct Cost	<input type="checkbox"/>	26	\$44.00	\$1,144.00
		<input type="checkbox"/>			
Total Direct Cost					\$9,705.20

*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

Date: 3/16/2023

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

Bid/Contract/PO #: _____

Company Name: <u>Chastain & Associates LLC</u>	Company Contact: <u>David Lawry</u>
Contact Phone: <u>847-417-4180</u>	Contact Email: <u>dlawry@chastainengineers.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 Signatory

Signature on File

Printed Name

David Lawry

Title

Director of Municipal Services

Date

3/16/2023

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: Rubino Engineering, Inc.	Company Contact: Michelle Lipinski
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:

- 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 _____

Title **President** _____

Date **3/24/2023** _____

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



File #: DT-P-0068-23

Agenda Date: 4/18/2023

Agenda #: 7.G.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND H.W. LOCHNER, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2023 PAVEMENT MAINTENANCE (SOUTH) PROGRAM
SECTION 23-PVMTC-20-GM
(CONTRACT TOTAL NOT TO EXCEED \$586,291.33)

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 Professional Construction Engineering Services for the 2023 Pavement Maintenance (South) Program, Section 23-PVMTC-20-GM; and

WHEREAS, H.W. Lochner, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed \$586,291.33; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with 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 H.W. Lochner, Inc. be hereby accepted and approved for a contract total not to exceed \$586,291.33 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to H.W. Lochner, Inc., 1101 Warrenville Road, Suite 20, Lisle, Illinois 60532, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form 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 25th day of April, 2023 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:	INITIAL TERM TOTAL COST: \$586,291.33
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/18/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$586,291.33
	CURRENT TERM TOTAL COST: \$586,291.33	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: H.W. Lochner, Inc.	VENDOR #: 12406	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Alan Hasler	VENDOR CONTACT PHONE: 630-679-1670	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: ahasler@hwlochner.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.). 2023 Pavement Maintenance (South) Program - Professional Construction Engineering Services. Section 23-PVMT-20-GM			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Construction engineering and administration services for the County's highway system Pavement Maintenance Program. Tasks involve specification enforcement, measurement of quantities, contract administration, and contract coordination.			

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. 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 27 firms. Based on the review of the Statements of Interest, 4 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel and DBE/WBE participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.W. Lochner, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to H.W. Lochner, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that H.W. Lochner, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Do Not Send to Vendor	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: H.W. Lochner, Inc.	Vendor#: 12406	Dept:	Division:
Attn: Alan Hasler	Email: ahasler@hwlochner.com	Attn:	Email:
Address: 1011 Warrenville Road, Suite 20	City: Lisle	Address:	City:
State: IL	Zip: 60532	State:	Zip:
Phone: 630-679-1670	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 25, 2023	Contract End Date (PO25): Nov 30, 2027
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		23-PVMTC-20-GM	FY23	1500	3550	53010		500,000.00	500,000.00
2	1	EA		23-PVMTC-20-GM	FY24	1500	3550	53010		86,291.33	86,291.33
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 586,291.33

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. 2023 Pavement Maintenance (South) Program - Professional Construction Engineering Services. Section 23-PVMTC-20-GM
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, do not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 06/30/28
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 H.W. LOCHNER, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2023 PAVEMENT MAINTENANCE - SOUTH REGION
SECTION #: 23-PVMTC-20-GM

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2023, 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 H.W. Lochner, Inc., licensed to do business in the State of Illinois, with offices at 225 W. Washington Street, Suite 1200, Chicago, IL 60606; (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 construction engineering services for 2023 Pavement Maintenance-South Region, Section # 23-PVMTC-20-GM (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 construction engineering services and is willing to perform the required services for an amount not to exceed \$586,291.33; and

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. 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.
- 2.3 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 regarding any compensation paid by the COUNTY to the CONSULTANT.
- 2.4 Any work, assignments or 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.

- 2.5 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/County Engineer (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 not limited to, acts performed in accordance with Paragraphs 4.1, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 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 work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule 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 working for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

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

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the files, records, reports, documentation, etc. specified in Exhibit A.

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 \$586,291.33, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work 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, profit and incidental costs. 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.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis 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 Overtime/weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel on the PROJECT. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.
- 7.6 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 312-793-2800 or visiting the Illinois Department of Labor web site at <http://www2.illinois.gov/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.

7.7 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 on IDOT'S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if 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 work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

7.8 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work 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 reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.9 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.

7.10 Upon acceptance of all deliverables specified in paragraph 6.1 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 dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the 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 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 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, officers, agents, 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 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination

of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. 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.

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/>).**

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 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.

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 June 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 June 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 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 fulfil 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:

H.W. Lochner, Inc.

1011 Warrenville Road, Suite 20

Lisle, IL 60532

ATTN: Alan Hasler

Vice President & Office Manager, Midwest CEI

Phone: 630.679.1670

Email: ahasler@hwlochner.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Christopher C. Snyder, P.E.

Director of Transportation/County Engineer

Phone: 630.407.6900

Email: Christopher.snyder@dupageco.org

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 facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) 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 facsimile or 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, with proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

26.1.a The CONSULTANT agrees that the Resident Engineer working on this PROJECT has completed all necessary courses to meet all prequalification requirements from the Illinois Department of Transportation for a Resident Engineer.

26.1.b The CONSULTANT agrees that all Inspectors assigned to the PROJECT have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Paul Krueger) 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 enough 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 DU PAGE

H.W. LOCHNER, INC.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Alan Hasler, P.E.
Vice President & Office Manager CEI

ATTEST BY:

ATTEST BY:

Jean Kaczmarek
County Clerk

BY: Signature on File

NAME: Signature on File

TITLE: *Construction Manager*

**2023 PAVEMENT MAINTENANCE – SOUTH
SCOPE OF SERVICES**

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

- (1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.
- (2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.
- (4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.
- (5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
- (6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.
- (7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER / COUNTY as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.

- (8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.
- (9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County's Engineer and become the property of the COUNTY.
- (10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.
- (11) To complete all measurements, records, including ADA inspection forms, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.
- (12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- (13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.

**2023 Pavement Maintenance South
SECTION: 23-PVMTC-20-GM**

H.W. Lochner, Inc.
PROPOSED MANHOURS/VEHICLE HOURS

Week Ending:	Pre- Construction			2023 Construction																			Post Construction				Totals				
	5-May	12-May	19-May	26-May	2-Jun	9-Jun	16-Jun	23-Jun	30-Jun	7-Jul	14-Jul	21-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-Oct	13-Oct	20-Oct	27-Oct					
Principal/Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	52			
Resident Engineer	40	40	40	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	45	45	45	40	40	40	40	1130			
Inspector (CKL)				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40					760			
Inspector (Primera)															40	40	40	40	40	40	40	40					320				
Inspector (SWE)							40	40	40	40	40	40	40	40													320				
Summer Intern								40	40	40	40	40	40	40													280				
Clerical		4				4				4				4				4				4			4		28				
Material Testing (MSL)							18	18	18	18	18	18	20	20	20	20	20	20	20	20	20	20					308				
Weekly Totals	42	46	42	87	87	91	145	185	185	189	185	180	187	191	147	147	147	151	147	147	147	151	42	42	42	46	3198				
	PreConst Hours = 130																						Construction Hours = 2896				Post Construction Hours = 172				
Vehicle Days																															
Lochner	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	130				
CKL			5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5					100				
Primera															5	5	5	5	5	5	5	5					40				
SWE							5	5	5	5	5	5	5	5													40				
MSL							2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2					32				
																									Total Vehicle Days				342		



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME H.W. Lochner, Inc.
PRIME/SUPPLEMENT Prime

DATE 03/24/23
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 5/1/2023
RAISE DATE 7/1/2023

OVERHEAD RATE 110.48%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

5/1/2023 - 7/1/2023	7/2/2023 - 5/1/2024			
$\frac{2}{12}$	$\frac{10}{12}$	_____	_____	_____
= 16.67%	= 85.83%			
= 1.0250				

The total escalation for this project would be: **2.50%**



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	H.W. Lochner, Inc.
Route	Various
Section	23-PVMTC-20-GM
County	DuPage
Job No.	
PTB & Item	

Date	03/31/23
Overhead Rate	110.48%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Preconstruction	131	9,902.67	27,727.48	975.00			28,702.48	4.90%
Construction	1188	76,017.43	212,848.80	6,300.00			219,148.80	37.38%
Post Construction	171	12,977.67	36,337.48	1,300.00			37,637.48	6.42%
CKL Engineers					135,770.20		135,770.20	23.16%
Primera Engineers					49,781.75		49,781.75	8.49%
SWE Solutions					48,072.00		48,072.00	8.20%
Material Solutions Laboratory					67,178.62		67,178.62	11.46%
TOTALS	1490	98,897.77	276,913.76	8,575.00	300,802.57	0.00	586,291.33	100.00%



Average Hourly Project Rates

Route Various
 Section 23-PVMTC-20-GM
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant H.W. Lochner, Inc.

Date 03/24/23

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Preconstruction			Construction			Post Construction			CKL Engineers					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	\$86.00	12	0.81%	0.69	1	0.76%	0.66	10	0.84%	0.72	1	0.58%	0.50						
Senior Project Manager	\$86.00	0																	
Resident Engineer	\$76.88	1130	75.84%	58.30	120	91.60%	70.42	850	71.55%	55.00	160	93.57%	71.93						
Project Manager	\$72.30	40	2.68%	1.94	6	4.58%	3.31	28	2.36%	1.70	6	3.51%	2.54						
Senior Structural Engineer	\$74.09	0																	
Project Engineer	\$58.87	0																	
Structural Engineer	\$41.47	0																	
Engineer	\$39.68	0																	
Senior Technician	\$63.73	0																	
Technician	\$40.35	0																	
CAD Technician	\$38.44	0																	
Clerical	\$39.46	28	1.88%	0.74	4	3.05%	1.20	20	1.68%	0.66	4	2.34%	0.92						
Intern	\$25.00	280	18.79%	4.70				280	23.57%	5.89									
		0																	
		0																	
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TOTALS		1490	100%	\$66.37	131	100%	\$75.59	1188	100%	\$63.99	171	100%	\$75.89	0	0%	\$0.00	0	0%	\$0.00



**Payroll Escalation Table
Anniversary Raises
DLM 2.80**

FIRM NAME CKL Engineers, LLC
PRIME/SUPPLEMENT H.W. Lochner, Inc.

DATE 03/24/23
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 5/1/2023
RAISE DATE Anniversary

OVERHEAD RATE 81.25%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%

Average Hourly Project Rates

Route _____
 Section 23-PVMTC-20-GM
 County _____
 Job No. _____
 PTB/Item _____

Consultant CKL Engineers, LLC

Date 03/24/23

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Construction Inspection														
		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			
Resident Engineer	\$60.90	760	100.00%	60.90	760	100.00%	60.90												
Field Inspector	\$40.60	0																	
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TOTALS		760	100%	\$60.90	760	100%	\$60.90	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



Payroll Escalation Table
Anniversary Raises
DLM 2.80

FIRM NAME Primera Engineers, Ltd.
PRIME/SUPPLEMENT Prime

DATE 03/24/23
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 5/1/2023
RAISE DATE Anniversary

OVERHEAD RATE 126.50%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%



Payroll Rates

FIRM NAME Primera Engineers, Ltd. DATE 03/24/23
 PRIME/SUPPLEMENT Prime
 PTB NO. N/A

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$86.00	\$86.00
Senior Project Manager	\$80.52	\$81.72
Project Manager	\$61.10	\$62.02
Engineer V	\$72.77	\$73.86
Engineer IV	\$63.07	\$64.02
Engineer III	\$51.38	\$52.15
Engineer II	\$39.68	\$40.28
Engineer I	\$35.97	\$36.51
Field Technician IV	\$51.88	\$52.66
Field Technician III	\$43.00	\$43.65
Field Technician II	\$36.75	\$37.30
Field Technician I	\$27.50	\$27.91
Project Management Assistant	\$33.47	\$33.97
Administrative	\$33.99	\$34.50
Intern	\$19.00	\$19.29



**Cost Estimate
Consultant Se**
(Direct Labor Multiple)

Firm	Primera Engineers, Ltd.
Route	Various
Section	N/A
County	DuPage
Job No.	
PTB & Item	N/A

Date	03/24/23
Overhead Rate	126.50%
Complexity Factor	0

BDE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Construction Inspection	320	16,850.62	47,181.75	2,600.00			49,781.75	100.00%
	TOTALS	320	16,850.62	47,181.75	2,600.00	0.00	0.00	49,781.75	100.00%

DBE 0.00%



**Payroll Escalation Table
Anniversary Raises
DLM 2.80**

FIRM NAME Material Solutions Laboratory Corp.
PRIME/SUPPLEMENT Prime

DATE 03/31/23
PTB NO. _____

CONTRACT TERM 6 MONTHS
START DATE 5/1/2023
RAISE DATE Anniversary

OVERHEAD RATE 171.28%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

3

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.75%

The total escalation for this project would be: 0.75%

Average Hourly Project Rates

Route Various
 Section 23-PVMTC-20-GM
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant Material Solutions Laboratory Corp.

Date 03/31/23

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Project Management			Concrete Testing			Soil Testing			HMA Testing			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	Hours	% Part.	Wgt'd Avg			
Project Manager	\$74.45	8	2.60%	1.93	8	100.00%	74.45												
Materials QA Technician	\$52.23	273	88.64%	46.29				56	75.68%	39.52	16	94.12%	49.16	201	96.17%	50.23			
Pick-Up Technician	\$34.33	14	4.55%	1.56				14	18.92%	6.49									
Documentation Technician	\$51.38	13	4.22%	2.17				4	5.41%	2.78	1	5.88%	3.02	8	3.83%	1.97			
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TOTALS		308	100%	\$51.96	8	100%	\$74.45	74	100%	\$48.80	17	100%	\$52.18	209	100%	\$52.20	0	0%	\$0.00



**Payroll Escalation Table
Anniversary Raises
DLM 2.80**

FIRM NAME SWE Solutions
PRIME/SUPPLEMENT Prime

DATE 03/24/23
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 5/1/2023
RAISE DATE Anniversary

OVERHEAD RATE _____
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%



Average Hourly Project Rates

Route 2023 Pavement Maintenance South
 Section 23-PVMTC-00-GM
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant SWE Solutions

Date 03/24/23

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Construction Engineer														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Project Principal	\$76.13	0																	
Senior Project Manager	\$58.87	0																	
Project Manager	\$52.78	0																	
Senior Project Engineer	\$55.83	0																	
Project Engineer	\$40.60	0																	
Design Engineer	\$50.75	0																	
Construction Engineer	\$50.75	320	100.00%	50.75	320	100.00%	50.75												
Construction Inspector	\$30.45	0																	
Senior Technician	\$36.54	0																	
Technician	\$30.45	0																	
Administrator	\$35.53	0																	
Intern	\$22.33	0																	
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TOTALS		320	100%	\$50.75	320	100%	\$50.75	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

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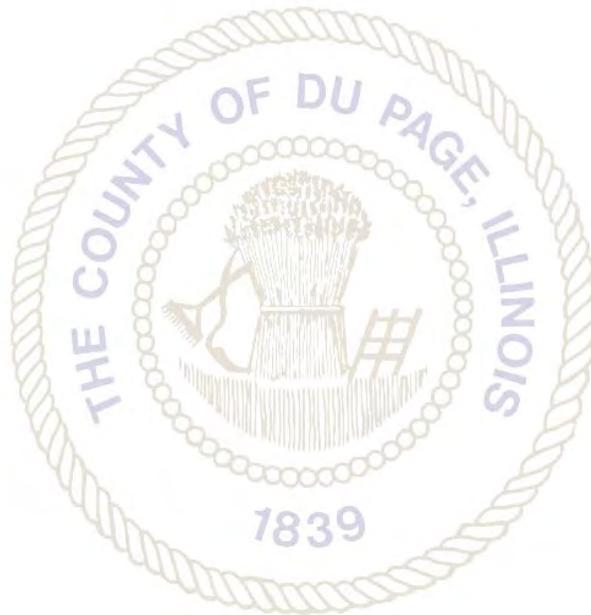


EXHIBIT C

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

CONSULTANT: H.W. Lochner, Inc.

PROJECT: 2023 Pavement Maintenance South

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	86.00	86.00	
Senior Project Manager	86.00	86.00	
Resident Engineer	60.00	78.00	
Project Manager	67.00	86.00	
Senior Structural Engineer	65.00	86.00	
Project Engineer	45.00	66.00	
Structural Engineer	36.00	54.00	
Engineer	30.00	45.00	
Senior Technician	45.00	66.00	
Technician/CAD Technician	28.00	45.00	
Clerical	30.00	46.00	
Intern	20.00	26.00	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Signature

Alan C. Hasler, P.E.

Date: 3/22/2023

Approved By COUNTY:

Signature on File

William Eidson, Asst. County Engineer

Date: 3/23/2023

EXHIBIT C

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

CONSULTANT: CKL Engineers, LLC

PROJECT: 2023 Pavement Maintenance South

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Principal	\$78.00	\$86.00	
Project Manager	\$78.00	\$86.00	
Safety/Quality Manager	\$74.37	\$86.00	
Senior Resident Engineer	\$65.00	\$86.00	
Resident Engineer	\$50.00	\$86.00	
Assistant Resident Engineer	\$50.00	\$86.00	
Quality Control	\$50.00	\$80.00	
Document Control	\$50.00	\$80.00	
Senior Field Inspector	\$50.00	\$80.00	
Field Inspector	\$25.00	\$60.00	
Project Engineer	\$25.00	\$60.00	
Office Engineer	\$25.00	\$50.00	
Construction Inspector	\$25.00	\$60.00	
VP of Administration	\$50.00	\$70.00	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Signature

Joyce Smith

Date: 3/24/2023

Approved By COUNTY:

Signature on File

William Eidson, Asst. County Engineer

Date: 3/29/2023

EXHIBIT C

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

CONSULTANT: **Primera Engineers, Ltd.**

PROJECT: **Pavement Maintenance South – Construction Engineering Services**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Senior Project Manager	60.00	86.00	
Project Manager	45.00	78.00	
Engineer V	60.00	86.00	
Engineer IV	50.00	82.00	
Engineer III	40.00	63.00	
Engineer II	33.00	57.00	
Engineer I	30.00	42.00	
Field Technician IV	45.00	60.00	
Field Technician III	35.00	50.00	
Field Technician II	30.00	45.00	
Field Technician I	25.00	38.00	
Project Management Assistant	25.00	46.00	
Administrative	25.00	65.00	
Intern	18.00	24.00	

Note: Maximum rate shall not exceed the rate for the next higher classification.

Signature on File

Signature of Authorized Agent
for CONSULTANT:

Date: 03/23/2023

Signature

Melissa Clark
Print Name

Signature on File

Approved By COUNTY:

William Eidson, Asst. County Engineer

Date: 3/29/2023

EXHIBIT C

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

CONSULTANT: SWE Solutions

PROJECT: 2023 Pavement Maintenance South, 23-PVMTC-20-GM

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Principal	\$55.00	\$86.00	
Senior Project Manager	\$52.00	\$86.00	
Project Manager	\$45.00	\$66.00	
Senior Project Engineer	\$48.00	\$86.00	
Project Engineer	\$35.00	\$60.00	
Design Engineer	\$28.00	\$55.00	
Construction Engineer	\$28.00	\$55.00	
Construction Inspector	\$22.00	\$45.00	
Senior Technician	\$25.00	\$53.00	
Technician	\$22.00	\$42.00	
Administrator	\$25.00	\$45.00	
Intern	\$18.00	\$30.00	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Signature

Date: 3/23/2023

Stephanie Wong
Print Name

Approved By COUNTY:

Signature on File

William Eidson, Asst. County Engineer

Date: 3/29/2023

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 taking into account 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.

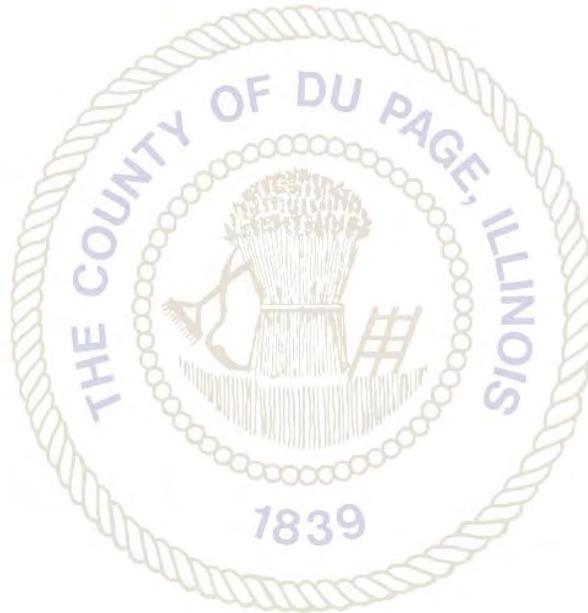


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to
reassign staff for the _____

_____ project,

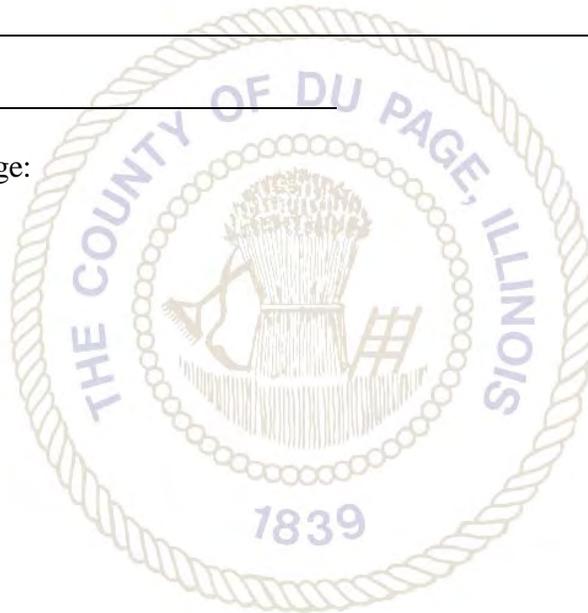
Section No. _____.

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.



E-mail Reset Form

Prime Consultant Name	PTB Number	State Job Number(s)
H.W. Lochner, Inc.		23-PVMTC-20-GM
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>03/23/23</u>		

Consultant
 H.W. Lochner, Inc.

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"/>			\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	130	\$65.00	\$8,450.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			\$0.00
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Tolls	Actual cost	<input type="checkbox"/>			\$0.00
Parking	Actual cost	<input type="checkbox"/>			\$0.00
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>	10	\$12.50	\$125.00
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Project Specific Insurance	Actual cost	<input type="checkbox"/>			\$0.00
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			\$0.00
Photo Processing	Actual cost	<input type="checkbox"/>			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			\$0.00



E-mail

Reset Form

Prime Consultant Name	PTB Number	State Job Number(s)
H.W. Lochner, Inc.		23-PVMTC-20-GM
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>03/24/23</u>		

Consultant
 CKL Engineers, LLC

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"/>			\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>	95	\$65.00	\$6,175.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			\$0.00
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Tolls	Actual cost	<input type="checkbox"/>			\$0.00
Parking	Actual cost	<input type="checkbox"/>			\$0.00
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			\$0.00
Project Specific Insurance	Actual cost	<input type="checkbox"/>			\$0.00
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			\$0.00
Photo Processing	Actual cost	<input type="checkbox"/>			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			\$0.00



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
H.W. Lochner		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>03/23/23</u>		

Consultant
Primera Engineers, 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"/>			
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"/>	40	\$65.00	\$2,600.00
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"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Lochner		23-PVMTC-20-GM
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>03/31/23</u>

Consultant
 Material Solutions Laboratory Corp.

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"/>	32	\$65.00	\$2,080.00
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"/>	8	\$25.92	\$207.36
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"/>			
Lab Services - PCC Cylinder Breaks (Each)		<input type="checkbox"/>	42	\$27.00	\$1,134.00
Lab Services - Pavement Density (Cores)		<input type="checkbox"/>	10	\$70.00	\$700.00
Lab Services - HMA-Maximum specific gravity (Gmm or "D"), (2 tests averaged as 1 value)		<input type="checkbox"/>	14	\$295.00	\$4,130.00
Lab Services - HMA-Bulk specific gravity (Gmb or "d"), (2 tests averaged as 1 value)		<input type="checkbox"/>	14	\$340.00	\$4,760.00
Lab Services - HMA-AC, Reflux extraction (Each)		<input type="checkbox"/>	14	\$385.00	\$5,390.00
Lab Services - Washed Gradation (Each)		<input type="checkbox"/>	14	\$225.00	\$3,150.00
Lab Services - Soil/Agg-Standard Proctor (Each)		<input type="checkbox"/>	1	\$280.00	\$280.00
Lab Services - Soil-Hydrometer (Each)		<input type="checkbox"/>	1	\$150.00	\$150.00
Lab Services - Soil-Atterberg Limits (Each)		<input type="checkbox"/>	1	\$250.00	\$250.00
Lab Services - Soil-Organic Content (Each)		<input type="checkbox"/>	1	\$140.00	\$140.00
Total Direct Cost					\$22,371.36



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
H.W. Lochner		
<input type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>03/23/23</u>

Consultant
 SWE Solutions

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"/>	40	\$65.00	\$2,600.00
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"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			



Required Vendor Ethics Disclosure Statement

Date: 3/23/2023

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

Bid/Contract/PO #: 23-PVMTC-20-GM

Company Name: <u>H.W. Lochner, Inc.</u>	Company Contact: <u>Alan Hasler</u>
Contact Phone: <u>(630) 679-1670</u>	Contact Email: <u>ahasler@hwlochner.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
Citizens to Elect Jim Zay	H.W. Lochner, Inc.	Check	\$500.00	8/30/2022

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 Alan C. Hasler
 Title Vice President
 Date March 23, 2023

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

Date: 3/24/2023

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

Bid/Contract/PO #: _____

Company Name: CKL Engineers, LLC	Company Contact: Mae C. Whiteside
Contact Phone: 773-439-0519	Contact Email: mwhiteside@ckleng.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:

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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 Mae C. Whiteside

Title President & CEO

Date 3/24/2023

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

Date: 3/24/2023

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

Bid/Contract/PO #: _____

Company Name: Material Solutions Laboratory Corp.	Company Contact: Daniel Tiltges
Contact Phone: 847-466-7216	Contact Email: tiltgesd@msl-corp.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
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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 Daniel Tiltges

Title President

Date 3/24/2023

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

Date: March 15, 2023

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

Bid/Contract/PO #: 23-PVMTC-20-GM

Company Name: <u>Primera Engineers, Ltd.</u>	Company Contact: <u>Stacie Dovalovsky</u>
Contact Phone: <u>312.606.0910</u>	Contact Email: <u>sdovalovsky@primeraeng.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
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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 Stacie Dovalovsky

Title Vice President & Transportation Division Manager

Date March 15, 2023

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

Date: 3/23/2023

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

Bid/Contract/PO #: 23-PVMTC-20-GM

Company Name: SWE Solutions	CompanyContact: Stephanie Wong
Contact Phone: 331-645-8183	Contact Email: swong@swe-solutions.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:

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- 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 Stephanie Wong

Title President

Date 3/23/2023

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



Amendment

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

File #: 23-1577

Agenda Date: 4/18/2023

Agenda #: 8.A.

DT-R-0058A-23

AMENDMENT TO RESOLUTION DT-R-0058-23
ISSUED TO MANEVAL CONSTRUCTION COMPANY, INC.
TO PROVIDE PARKING LOT IMPROVEMENTS
FOR THE DUPAGE COUNTY FAIRGROUNDS
(CONTRACT INCREASE \$75,000.00; +21.25%,
NO COUNTY COST-100% GRANT FUNDED)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0058-23 on April 11th, 2023; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0058-23 to Maneval Construction Company, Inc. to provide parking lot improvements for the DuPage County Fairgrounds; and

WHEREAS, the Fairgrounds and County staff identified additional areas eligible for improvement which were not in the original contract; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract was signed; and

WHEREAS, there is sufficient unobligated funds remaining under the grant award to pay for these additional improvement areas; and

WHEREAS, an adjustment in funding is in the best interest of the County and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-R-0058-23 is hereby amended to reflect a cost of \$428,014.45 instead of and in place of a cost of \$353,014.45, an increase of \$75,000.00, +21.25%.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

DT-R-0058-23

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER DT-R-0058-23
04/13/2023	421 N. County Farm Road	NAME	ADDRESS
DATE	Wheaton, IL 60187	ADDRESS	CITY, STATE, ZIP
	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB			
		41507			Wheaton, IL			
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY23-100-5000-1071-54050						DPC Fairgrounds Parking Lot Improvements		353,014.45
						Section N/A		
						Amendment - DT-R-0058A-23		
FY23-100-5000-1071-54050						Increase Line (21.25%)		75,000.00
TOTAL								\$428,014.45

REMIT TO:
 Maneval Construction Co Inc. 28090 W. Concrete Drive Ingleside, IL 60041

COMMITTEE APPROVAL	DATE	
Transportation		Signature on File 4/13/23 <small>REQUIREMENT APPROVAL</small> DATE
County Board	04/25/23	

SUPPORTING DATA FOR
 AMENDMENT TO RESOLUTION DT-R-0058-23
 TO MANEVAL CONSTRUCTION COMPANY, INC.
 TO PROVIDE PARKING LOT IMPROVEMENTS
 FOR THE DUPAGE COUNTY FAIRGROUNDS
 (TO INCREASE CONTRACT BY: \$75,000.00; +21.25%)

<u>NAME</u>	<u>BID AMOUNT</u>
Maneval Construction Company, Inc.	\$353,014.45
Schroeder Asphalt Services, Inc.	\$368,892.70
Chicagoland Paving Contractors, Inc.	\$370,000.00
Geneva Construction Company	\$372,122.65
J.A. Johnson Paving Company	\$379,134.89

Current Contract Amount:	\$353,014.45
Increase this Resolution:	\$75,000.00
Percent of Change:	+21.25%
Increase to Date:	\$75,000.00
Percent of Change:	+21.25%

Reason for Change:

Resurfacing Additional Areas **\$75,000.00**

Due to favorable bids additional areas will be resurfaced to maximize the use of grant funds.

Net Addition:	\$ 75,000.00
New Contract Total Amount:	<u>\$428,014.45</u>



Transportation Resolution

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

File #: DT-R-0059-23

Agenda Date: 4/18/2023

Agenda #: 9.A.

AWARDING RESOLUTION
TO R.W. DUNTEMAN COMPANY
2023 PAVEMENT MAINTENANCE (CENTRAL) PROGRAM
SECTION 23-PVMTC-21-GM
(COUNTY COST: \$4,138,000.00)

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 2023 Pavement Maintenance (Central) Program, Section 23-PVMTC-21-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 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>BID AMOUNT</u>
R.W. Dunteman Company	\$4,138,000.00
Plote Construction Corporation	\$4,659,628.88
K-Five Construction Corporation	\$4,742,471.45
Builder's Paving, LLC	\$4,761,608.00

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to R.W. Dunteman Company for their submission of the lowest, most responsible bid in the amount of \$4,138,000.00.

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 R.W. Dunteman Company, 600 South Lombard Road, Addison, Illinois 60101 for their bid of \$4,138,000.00; 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 Chair and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with R.W. Dunteman Company.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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: 04/11/2023

Bid/Contract/PO #: 23-PVMTC-21-GM

Company Name: R. W. Dunteman Company	Company Contact: Roland W. Dunteman
Contact Phone: 630-953-1500	Contact Email: rdunteman@rwdco.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 the requirements.

Authorized Signature

Signature on File

Printed Name: Roland W. Dunteman

Title: President

Date: 04/11/2023

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-0060-23

Agenda Date: 4/18/2023

Agenda #: 9.B.

AWARDING RESOLUTION
TO R.W. DUNTEMAN COMPANY
2023 PAVEMENT MAINTENANCE (SOUTH) PROGRAM
SECTION 23-PVMTC-20-GM
(COUNTY COST: \$4,367,944.39)

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 2023 Pavement Maintenance (South) Program, Section 23-PVMTC-20-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 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>BID AMOUNT</u>
R.W. Dunteman Company	\$4,367,944.39
K-Five Construction Corporation	\$5,131,222.37

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to R.W. Dunteman Company for their submission of the lowest, most responsible bid in the amount of \$4,367,944.39.

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 R.W. Dunteman Company, 600 South Lombard Road, Addison, Illinois 60101 for their bid of \$4,367,944.39; 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 County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form 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; and

BE IT FURTHER RESOLVED, that the Chair and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with R.W. Dunteman Company.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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 #: 23-PVMTC-20-GM

Company Name: R.W. Dunteman Co.	Company Contact: Roland W Dunteman
Contact Phone: 630-953-1500	Contact Email: Estimating@rwdco.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

Roland W. Dunteman

Title

President

Date

4/11/2023

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-0061-23

Agenda Date: 4/18/2023

Agenda #: 9.C.

AWARDING RESOLUTION
TO R.W. DUNTEMAN COMPANY
2023 PAVEMENT MAINTENANCE (NORTH) PROGRAM
SECTION 23-PVMTC-19-GM
(COUNTY COST: \$6,288,300.00)

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 2023 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 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>BID AMOUNT</u>
R.W. Dunteman Company	\$6,288,300.00
Arrow Road Construction Company	\$6,727,901.70
Plote Construction Corporation	\$7,536,174.43
K-Five Construction Corporation	\$7,652,875.55

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to R.W. Dunteman Company for their submission of the lowest, most responsible bid in the amount of \$6,288,300.00.

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 R.W. Dunteman Company, 600 South Lombard Road, Addison, Illinois 60101 for their bid of \$6,288,300.00; 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 County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form 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; and

BE IT FURTHER RESOLVED that the Chair and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with R.W. Dunteman Company.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
04/12/2023	421 N. County Farm Road	NAME	
DATE	ADDRESS Wheaton, IL 60187	ADDRESS	
	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB			
		10029	11/30/2027	6/30/2028	Wheaton, IL			
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
1500-3550-53320						2023 Pavement Maintenance (North) Program		6,288,300.00
						Section 23-PVMTC-19-GM		
TOTAL								\$6,288,300.00

VENDOR
R.W. Dunteman Company, 600 S. Lombard Road, Addison, IL 60101

COMMITTEE APPROVAL	DATE
Transportation	04/18/22
County Board	04/25/22

DOT TO ISSUE FORMAL NOTICE TO PROCEED
DO NOT SEND PO

HEADER COMMENTS

*****DOT-RW Dunteman 23-PVMTC-19-GM *****

Signature on File

DEPARTMENT APPROVAL / 4/12/23
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: 4-11-23

Bid/Contract/PO #: 23-PVMTC-19-GM

Company Name: <u>R.W. Dunteman Co.</u>	Company Contact: <u>Roland Dunteman</u>
Contact Phone: <u>630-953-1500</u>	Contact Email: <u>rdunteman@rwdco.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

Roland W. Dunteman

Title

President

Date

4-11-23

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



File #: DT-R-0062-23

Agenda Date: 4/18/2023

Agenda #: 10.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE TOWNSHIP OF LISLE
2023 ROAD PAVEMENT MAINTENANCE-(SOUTH) PROGRAM
SECTION 23-PVMTC-20-GM
(COUNTY TO BE REIMBURSED-ESTIMATED \$3,366.00)

WHEREAS, the County of DuPage (hereinafter COUNTY) and the Township of Lisle (hereinafter TOWNSHIP) are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in the Counties Code, 55 ILCS 5/1001 *et seq.*, and the TOWNSHIP by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has awarded a contract for the 2023 Pavement Maintenance (South) Program, (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Maple Avenue will be resurfaced from IL Route 53 to Belmont Road; and

WHEREAS, the TOWNSHIP has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along Maple Avenue within the TOWNSHIP, (hereinafter referred to as "WORK"); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the TOWNSHIP related to the WORK; and

WHEREAS, the Intergovernmental Agreement must be executed prior to the COUNTY initiating the WORK.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk are hereby directed to execute the attached Agreement; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and Intergovernmental Agreement be sent to the TOWNSHIP, by and through the Division of Transportation.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND LISLE TOWNSHIP
2023 PAVEMENT MAINTENANCE - SOUTH REGION
SECTION NO. 23-PVMTC-20-GM**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the LISLE TOWNSHIP (hereinafter referred to as the "TOWNSHIP"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 4719 Indiana Avenue, Lisle, Illinois 60532. The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2023 Pavement Maintenance South Program, Section No. 23-PVMTC-20-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Maple Avenue will be resurfaced from IL Route 53 to Belmont Road (hereinafter "PROJECT ROAD"); and

WHEREAS, the TOWNSHIP has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along PROJECT ROAD within the TOWNSHIP as part of the PROJECT; and

WHEREAS, the COUNTY and the TOWNSHIP desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the TOWNSHIP and the public; and

WHEREAS, the COUNTY and the TOWNSHIP desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT; and

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.*) and the TOWNSHIP by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

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

- 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.

2.0 SCOPE OF PROJECT

- 2.1 The COUNTY and TOWNSHIP agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2 The COUNTY and TOWNSHIP agree that the scope of the PROJECT includes milling, patching and resurfacing PROJECT ROAD within the project limits including certain side streets, curb and gutter repairs, striping, and other appurtenant work.
- 2.3 The TOWNSHIP has requested that the COUNTY extend the resurfacing beyond the right-of-way along several side streets (hereinafter "WORK").

The side streets to be resurfaced and distances from PROJECT ROAD edge of pavement are as follows:

- Essex Road 82 Ft South

- 2.4 The COUNTY has reviewed the TOWNSHIP's request and concurs with adding the WORK to the PROJECT subject to the terms and conditions noted.

3.0 RESPONSIBILITIES OF THE COUNTY

- 3.1. The COUNTY and TOWNSHIP agree that the COUNTY shall act as the lead agency and administer the contract for the construction of the PROJECT. The COUNTY agrees to manage the PROJECT in the best interest of both parties and keep advised officials of the TOWNSHIP regarding the progress of the PROJECT and any problems encountered or changes recommended.

4.0 RESPONSIBILITIES OF THE TOWNSHIP

- 4.1 The TOWNSHIP will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the TOWNSHIP's estimated cost of the WORK is approximately \$ 3,366.00. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
- 4.2 The TOWNSHIP hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the TOWNSHIP property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The TOWNSHIP shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.3 The TOWNSHIP shall agree to waive all local permit fees, if applicable for the PROJECT.
- 4.4 The TOWNSHIP agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The TOWNSHIP agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the TOWNSHIP agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.0 FUTURE MAINTENANCE

- 5.1. The TOWNSHIP agrees that it will be responsible for all future maintenance to pavements and pavement markings of the streets stated in 2.3 above. This includes all curb and gutter, drainage structures, pavement markings, and all other appurtenances up to the nearest edge of through pavement of PROJECT ROAD.

6.0 GENERAL

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding, plan/construction and maintenance participation of the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction, beyond those explicitly described herein, are proposed.

- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or TOWNSHIP is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and TOWNSHIP representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the Township Highway Commissioner shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 6.6 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

7.0 INDEMNIFICATION

7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the TOWNSHIP, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1. The COUNTY and the TOWNSHIP acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify TOWNSHIP as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or

any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the TOWNSHIP, or any person or entity claiming a right through TOWNSHIP, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided fortherein.

7.2. The TOWNSHIP shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 TOWNSHIP'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The TOWNSHIP does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the TOWNSHIP acknowledge that the TOWNSHIP has made no representations, assurances or guaranties regarding the TOWNSHIP'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the TOWNSHIP, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing TOWNSHIP'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S

participation in its defense shall not remove TOWNSHIP'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Neither party waives, 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 tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the TOWNSHIP'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the WORK is completed and the TOWNSHIP and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Lisle Township
Highway Department
4719 Indiana Avenue
Lisle, IL 60532
ATTN: Ed Young
Highway Commissioner
Phone: 630-964-0057
Email: highway@lisletownship.com

County of DuPage Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630-407-6900
Email: Christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. 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.

15.0 FORCE MAJEURE

15.1. 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.

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

COUNTY OF DU PAGE

LISLE TOWNSHIP

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Ed
Highway Commissioner

ATTEST:

ATTEST:

Jean Kaczmarek, County Clerk

Signature on File

Signature

K. Sharon Connell

Print Name

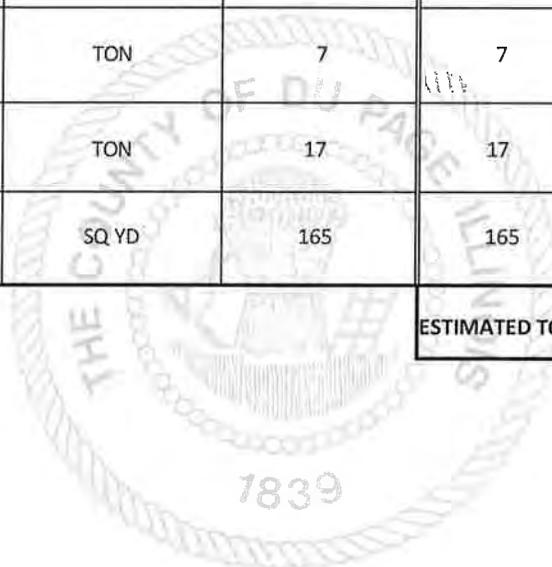
Administrative Assistant

Title

EXHIBIT A

Lisle Township
Resurfacing past County Right-of-Ways
Cost Estimate

LISLE TOWNSHIP SIDE STREET QUANTITIES					
PAY ITEM	UNIT	ESSEX ROAD	TOTAL QUANTITY	UNIT PRICE	COST
BITUMINOUS MATERIALS (TACK COAT)	POUND	111	111	\$ 0.25	\$ 28.00
POLYMERIZED LEVELING BINDER MACHINE METHOD IL- 4.75 N50	TON	7	7	\$ 115.00	\$ 805.00
POLYMERIZED HMA SURFACE COURSE, MIX "E", N70	TON	17	17	\$ 115.00	\$ 1,955.00
HMA SURFACE REMOVAL 2.5"	SQ YD	165	165	\$ 3.50	\$ 578.00
ESTIMATED TOTAL COST:					\$ 3,366.00





File #: DT-R-0063-23

Agenda Date: 4/18/2023

Agenda #: 10.B.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE CITY OF WHEATON
2023 ROAD PAVEMENT MAINTENANCE-(CENTRAL) PROGRAM
SECTION 23-PVMTC-21-GM
(COUNTY TO BE REIMBURSED-ESTIMATED \$6,594.00)

WHEREAS, the County of DuPage (hereinafter COUNTY) and the City of Wheaton (hereinafter CITY) are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in the Counties Code, 55 ILCS 5/1001 *et seq.*, and the CITY by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has awarded a contract for the 2023 Pavement Maintenance (Central) Program, (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Jewell Road will be resurfaced from County Farm Road to Gary Avenue; and

WHEREAS, the CITY has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along Jewell Road within the CITY, (hereinafter referred to as "WORK"); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the CITY related to the WORK; and

WHEREAS, the Intergovernmental Agreement must be executed prior to the COUNTY initiating the WORK.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk are hereby directed to execute the attached Agreement; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and Intergovernmental Agreement be sent to the CITY, by and through the Division of Transportation.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF WHEATON
2023 PAVEMENT MAINTENANCE - CENTRAL REGION
SECTION NO. 23-PVMTC-21-GM**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the City of Wheaton (hereinafter referred to as the "CITY"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 303 W. Wesley Street, Wheaton, Illinois, 60187. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2023 Pavement Maintenance Central Program, Section No. 23-PVMTC-21-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Jewell Road will be resurfaced from County Farm Road to Gary Avenue (hereinafter "PROJECT ROAD"); and

WHEREAS, the CITY has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along PROJECT ROAD within the CITY as part of the PROJECT; and

WHEREAS, the COUNTY and the CITY desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the CITY and the public; and

WHEREAS, the COUNTY and the CITY desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT; and

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.*) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

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

- 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.

2.0 SCOPE OF PROJECT

- 2.1 The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2 The COUNTY and CITY agree that the scope of the PROJECT includes milling, patching and resurfacing PROJECT ROAD within the project limits including certain side streets, curb and gutter repairs, striping, and other appurtenant work.
- 2.3 The CITY has requested that the COUNTY extend the resurfacing beyond the right-of-way along several side streets (hereinafter "WORK").

The side streets to be resurfaced and distances from PROJECT ROAD edge of pavement are as follows:

- Champion Forest Court 73 Ft South
- Woodlawn Street 54 Ft North
- Falcon Drive 75 Ft North

- 2.4 The COUNTY has reviewed the CITY's request and concurs with adding the WORK to the PROJECT subject to the terms and conditions noted.

3.0 RESPONSIBILITIES OF THE COUNTY

- 3.1. The COUNTY and CITY agree that the COUNTY shall act as the lead agency and administer the contract for the construction of the PROJECT. The COUNTY agrees to manage the PROJECT in the best interest of both parties and keep advised officials of the CITY regarding the progress of the PROJECT and any problems encountered or changes recommended.

4.0 RESPONSIBILITIES OF THE CITY

- 4.1 The CITY will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the CITY's estimated cost of the WORK is approximately \$ 6,594.00. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
- 4.2 The CITY hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the CITY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The CITY shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.3 The CITY shall agree to waive all local permit fees, if applicable for the PROJECT.
- 4.4 The CITY agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The CITY agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the CITY agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.0 FUTURE MAINTENANCE

- 5.1. The CITY agrees that it will be responsible for all future maintenance to pavements and pavement markings of the streets stated in 2.3 above. This includes all curb and gutter, drainage structures, pavement markings, and all other appurtenances up to the nearest edge of through pavement of PROJECT ROAD.

6.0 GENERAL

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding, plan/construction and maintenance participation of the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction, beyond those explicitly described herein, are proposed.
- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.

- 6.3 In the event of a dispute between the COUNTY and CITY representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the CITY Engineer shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 6.6 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 7.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the

validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided fortherein.

7.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the CITY acknowledge that the CITY has made no representations, assurances or guaranties regarding the CITY'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing CITY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Neither party waives, 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 tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the CITY'S and COUNTY'S indemnification under Section 7.0 hereof shall terminate when the WORK is completed and the CITY and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

CITY of Wheaton

Department of Public Works
303 W. Wesley Street
Wheaton, Illinois 60187
ATTN: Joseph Tebrugge
Director of Engineering
Phone: 630-260-2069
Email: JTebrugge@wheaton.il.us

County of DuPage Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630-407-6900
Email: Christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. 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.

15.0 FORCE MAJEURE

15.1. 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.

(signature page follows)

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

COUNTY OF DU PAGE

CITY OF WHEATON

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Phillip Syess, Mayor
City of Wheaton

ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

Signature

ANDREA ROSEDALE

Print Name

CITY CLERK

Title

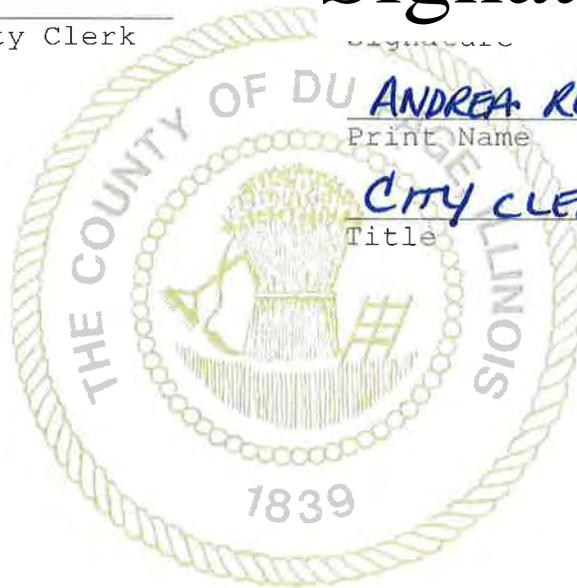


EXHIBIT A

CITY of Wheaton
Resurfacing past County Rights-of-Way
Cost Estimate

WHEATON SIDE STREET QUANTITIES							
	UNIT	CHAMPION FOREST COURT	WOODLAWN STREET	FALCON DRIVE	TOTAL QUANTITY	UNIT	COST
BITUMINOUS MATERIALS (TACK COAT)	POUND	123	68	73	264	\$ 0.25	\$ 66.00
POLYMERIZED LEVELING BINDER MACHINE METHOD IL- 4.75 N50	TON	8	4	5	17	\$ 115.00	\$ 1,955.00
HMA SURFACE COURSE, MIX "D", N70	TON	16	9	9	34	\$ 100.00	\$ 3,400.00
HMA SURFACE REMOVAL 2.25"	SQ YD	182	101	108	391	\$ 3.00	\$ 1,173.00
ESTIMATED TOTAL COST:							\$ 6,594.00



EXHIBIT B

City of Wheaton Pavement to be resurfaced by DuPage County



File #: DT-R-0064-23

Agenda Date: 4/18/2023

Agenda #: 10.C.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF BLOOMINGDALE
2023 ROAD PAVEMENT MAINTENANCE-(NORTH) PROGRAM
SECTION 23-PVMTC-19-GM
(COUNTY TO BE REIMBURSED-ESTIMATED \$14,225.00)

WHEREAS, the County of DuPage (hereinafter COUNTY) and the Village of Bloomingdale (hereinafter VILLAGE) are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in the Counties Code, 55 ILCS 5/1001 *et seq.*, and the VILLAGE by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has awarded a contract for the 2023 Pavement Maintenance (North) Program, (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Army Trail Road will be resurfaced from 84th Court to Schmale Road; and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along Army Trail Road within the VILLAGE, (hereinafter referred to as "WORK"); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the VILLAGE related to the WORK; and

WHEREAS, the Intergovernmental Agreement must be executed prior to the COUNTY initiating the WORK.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk are hereby directed to execute the attached Agreement; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF BLOOMINGDALE
2023 PAVEMENT MAINTENANCE - NORTH REGION
SECTION NO. 23-PVMTC-19-GM**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Bloomingdale (hereinafter referred to as the "VILLAGE"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 201 S. Bloomingdale Road, Bloomingdale, Illinois 60108. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2023 Pavement Maintenance North Program, Section No. 23-PVMTC-19-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Army Trail Road will be resurfaced from County Farm Road to 84th Court and Schmale Road to IL 53 (hereinafter "PROJECT ROAD"); and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along PROJECT ROAD within the VILLAGE as part of the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT; and

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.*) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

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

- 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.

2.0 SCOPE OF PROJECT

- 2.1 The COUNTY and VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2 The COUNTY and VILLAGE agree that the scope of the PROJECT includes milling, patching and resurfacing PROJECT ROAD within the project limits including certain side streets, curb and gutter repairs, striping, and other appurtenant work.
- 2.3 The VILLAGE has requested that the COUNTY extend the resurfacing beyond the right-of-way along several side streets (hereinafter "WORK").

The side streets to be resurfaced and distances from PROJECT ROAD edge of pavement are as follows:

- Madsen Drive 59 Ft North
- Bob-O-Link Drive 53 Ft North
- Meadowlark Road 63 Ft North
- Brookdale Road 55 Ft North
- Valley View Drive 72 Ft South

- 2.4 The COUNTY has reviewed the VILLAGE's request and concurs with adding the WORK to the PROJECT subject to the terms and conditions noted.

3.0 RESPONSIBILITIES OF THE COUNTY

- 3.1. The COUNTY and VILLAGE agree that the COUNTY shall act as the lead agency and administer the contract for the construction of the PROJECT. The COUNTY agrees to manage the PROJECT in

the best interest of both parties and keep advised officials of the VILLAGE regarding the progress of the PROJECT and any problems encountered or changes recommended.

4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1 The VILLAGE will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the VILLAGE's estimated cost of the WORK is approximately \$ 14,225.00. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
- 4.2 The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.3 The VILLAGE shall agree to waive all local permit fees, if applicable for the PROJECT.
- 4.4 The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The VILLAGE agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.0 FUTURE MAINTENANCE

- 5.1. The VILLAGE agrees that it will be responsible for all future maintenance to pavements and pavement markings of the streets stated in 2.3 above. This includes all curb and gutter, drainage structures, pavement markings, and all other appurtenances up to the nearest edge of through pavement of PROJECT ROAD.

6.0 GENERAL

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding, plan/construction

and maintenance participation of the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction, beyond those explicitly described herein, are proposed.

- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the Village Engineer shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 6.6 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
 - 7.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's

authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided fortherein.

7.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant

State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 7.4 Neither party waives, 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 tort, or to the other party, under the law.
- 7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the VILLAGE'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the WORK is completed and the VILLAGE and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

- 8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

- 9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Bloomingdale

201 S. Bloomingdale Road,
Bloomingdale, Illinois 60108
ATTN: Brian Sisco
Senior Civil Engineer
Phone: 630-671-5675
Email: siscob@vil.bloomingdale.il.us

County of DuPage Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630-407-6900
Email: Christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. 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.

15.0 FORCE MAJEURE

15.1. 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.

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

COUNTY OF DU PAGE

VILLAGE OF BLOOMINGDALE

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Franco Coladipietro
Village President

ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

Signature

Pamela S. Hager

Print Name

Village Clerk

Title

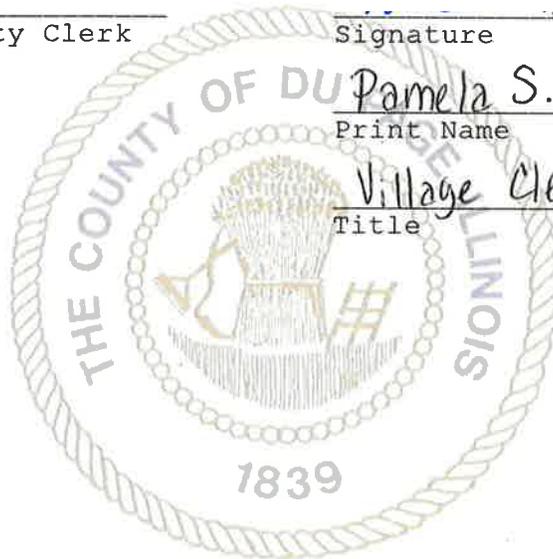


EXHIBIT A

Village of Bloomingdale
Resurfacing past County Right-of-Ways
Cost Estimate

BLOOMINGDALE SIDE STREET QUANTITIES									
PAY ITEM	UNIT	MADSEN DRIVE	BOB-O-LINK DRIVE	MEADOWLARK DRIVE	BROOKDALE DRIVE	VALLEY VIEW DRIVE	TOTAL QUANTITY	UNIT	COST
BITUMINOUS MATERIALS (TACK COAT)	POUND	125	54	101	101	118	499	\$ 0.25	\$ 125.00
POLYMERIZED LEVELING BINDER MACHINE METHOD II 4.75 N50	TON	8	3	6	6	8	31	\$ 115.00	\$ 3,565.00
HMA SURFACE COURSE, MIX "D", N70	TON	19	8	15	15	18	75	\$ 100.00	\$ 7,500.00
HMA SURFACE REMOVAL 2.5"	SQ YD	185	80	150	150	175	740	\$ 3.50	\$ 2,590.00
THERMOPPLASTIC PAVEMENT MARKING - 4"	FOOT	0	50	84	0	0	134	\$ 0.75	\$ 101.00
THERMOPPLASTIC PAVEMENT MARKING - 6"	FOOT	32	0	0	0	0	32	\$ 1.00	\$ 32.00
THERMOPPLASTIC PAVEMENT MARKING - 24"	FOOT	0	0	0	18	18	36	\$ 4.00	\$ 144.00
THERMOPPLASTIC PAVEMENT MARKING – LETTERS & SYMBOLS	SQ FT	42	0	0	0	0	42	\$ 4.00	\$ 168.00
								ESTIMATED TOTAL COST:	\$ 14,225.00



File #: DT-R-0065-23

Agenda Date: 4/18/2023

Agenda #: 10.D.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF WINFIELD
2023 ROAD PAVEMENT MAINTENANCE-(CENTRAL) PROGRAM
SECTION 23-PVMTC-21-GM
(COUNTY TO BE REIMBURSED-ESTIMATED \$23,674.00)

WHEREAS, the County of DuPage (hereinafter COUNTY) and the Village of Winfield (hereinafter VILLAGE) are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in the Counties Code, 55 ILCS 5/1001 *et seq.*, and the VILLAGE by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has awarded a contract for the 2023 Pavement Maintenance (Central) Program, (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Jewell Road will be resurfaced from County Farm Road to Gary Avenue; and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along Jewell Road within the VILLAGE, (hereinafter referred to as "WORK"); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the VILLAGE related to the WORK; and

WHEREAS, the Intergovernmental Agreement must be executed prior to the COUNTY initiating the WORK.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk are hereby directed to execute the attached Agreement; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF WINFIELD
2023 PAVEMENT MAINTENANCE - CENTRAL REGION
SECTION NO. 23-PVMTC-21-GM**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Winfield (hereinafter referred to as the "VILLAGE"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 27W465 Jewell Road, Winfield, Illinois 60190. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2023 Pavement Maintenance Central Program, Section No. 23-PVMTC-21-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Jewell Road will be resurfaced from County Farm Road to Gary Avenue (hereinafter "PROJECT ROAD"); and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along PROJECT ROAD within the VILLAGE as part of the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT; and

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.*) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

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

- 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.

2.0 SCOPE OF PROJECT

- 2.1 The COUNTY and VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2 The COUNTY and VILLAGE agree that the scope of the PROJECT includes milling, patching and resurfacing PROJECT ROAD within the project limits including certain side streets, curb and gutter repairs, striping, and other appurtenant work.
- 2.3 The VILLAGE has requested that the COUNTY extend the resurfacing beyond the right-of-way along several side streets (hereinafter "WORK").

The side streets to be resurfaced and distances from PROJECT ROAD edge of pavement are as follows:

- Calvin Court 86 Ft North
- Leonard Street 83 Ft North
- Peter Road 92 Ft North
- Stanley Street 78 Ft North
- Pleasant Hill Road 168 Ft North

- 2.4 The COUNTY has reviewed the VILLAGE's request and concurs with adding the WORK to the PROJECT subject to the terms and conditions noted.

3.0 RESPONSIBILITIES OF THE COUNTY

- 3.1. The COUNTY and VILLAGE agree that the COUNTY shall act as the lead agency and administer the contract for the construction of the PROJECT. The COUNTY agrees to manage the PROJECT in the best interest of both parties and keep advised officials of the VILLAGE regarding the progress of the PROJECT and any problems encountered or changes recommended.

4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1 The VILLAGE will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the VILLAGE's estimated cost of the WORK is approximately \$ 23,674.00. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
- 4.2 The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.3 The VILLAGE shall agree to waive all local permit fees, if applicable for the PROJECT.
- 4.4 The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The VILLAGE agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.0 FUTURE MAINTENANCE

- 5.1. The VILLAGE agrees that it will be responsible for all future maintenance to pavements and pavement markings of the streets stated in 2.3 above. This includes all curb and gutter, drainage structures, pavement markings, and all other appurtenances up to the nearest edge of through pavement of PROJECT ROAD.

6.0 GENERAL

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding, plan/construction and maintenance participation of the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction, beyond those explicitly described herein, are proposed.

- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the VILLAGE Public Works Superintendent shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 6.6 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 7.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming

a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided fortherein.

7.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Neither party waives, 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 tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the VILLAGE'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the WORK is completed and the VILLAGE and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Winfield

27W465 Jewell Road
Winfield, IL 60190
ATTN: Tye Loomis
Public Works Superintendent
Phone: 630-933-7100
Email: tloomis@villageofwinfield.com

County of DuPage Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630-407-6900
Email: Christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. 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.

15.0 FORCE MAJEURE

15.1. 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.

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

COUNTY OF DU PAGE

VILLAGE OF WINFIELD

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Curtis J. Barrett
Village Manager

ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

Signature

KATHY LA MECA

Print Name

Title

Deputy Clerk Representative Bd.

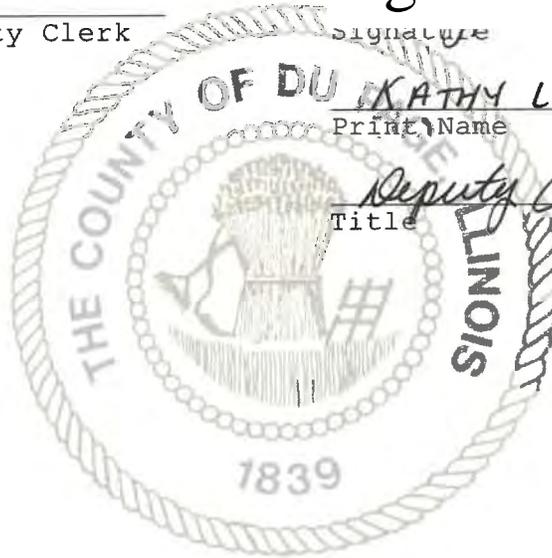
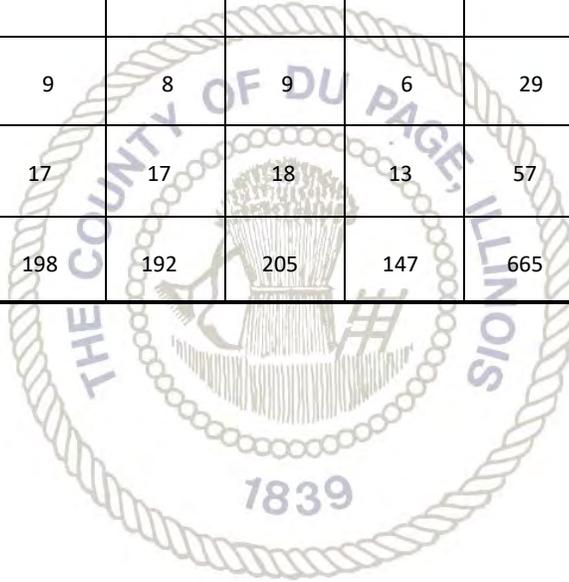


EXHIBIT A

Village of Winfield
Resurfacing past County Right-of-Ways
Cost Estimate

WINFIELD SIDE STREET QUANTITIES									
PAY ITEM	UNIT	CALVIN STREET	LEONARD STREET	PETER ROAD	STANLEY ROAD	PLEASANT HILL ROAD	TOTAL QUANTITY	UNIT	COST
BITUMINOUS MATERIALS (TACK COAT)	POUND	134	130	138	99	449	950	\$ 0.25	\$ 238.00
POLYMERIZED LEVELING BINDER MACHINE METHOD IL- 4.75 N50	TON	9	8	9	6	29	61	\$ 115.00	\$ 7,015.00
HMA SURFACE COURSE, MIX "D", N70	TON	17	17	18	13	57	122	\$ 100.00	\$ 2,200.00
HMA SURFACE REMOVAL 2.25"	SQ YD	198	192	205	147	665	1407	\$ 3.00	\$ 4,221.00
ESTIMATED TOTAL COST:									\$ 23,674.00





File #: DT-R-0066-23

Agenda Date: 4/18/2023

Agenda #: 10.E.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF GLENDALE HEIGHTS
2023 ROAD PAVEMENT MAINTENANCE-(NORTH) PROGRAM
SECTION 23-PVMTC-19-GM
(COUNTY TO BE REIMBURSED-ESTIMATED \$29,631.00)

WHEREAS, the County of DuPage (hereinafter COUNTY) and the Village of Glendale Heights (hereinafter VILLAGE) are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in the Counties Code, 55 ILCS 5/1001 *et seq.*, and the VILLAGE by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has awarded a contract for the 2023 Pavement Maintenance (North) Program, (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Army Trail Road will be resurfaced from Schmale Road to IL 53; and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along Army Trail Road within the VILLAGE, (hereinafter referred to as "WORK"); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the rights and responsibilities of the COUNTY and the VILLAGE related to the WORK; and

WHEREAS, the Intergovernmental Agreement must be executed prior to the COUNTY initiating the WORK.

NOW, THEREFORE, BE IT RESOLVED that the Chair and Clerk are hereby directed to execute the attached Agreement; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 25th day of April, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF GLENDALE HEIGHTS
2023 PAVEMENT MAINTENANCE - NORTH REGION
SECTION NO. 23-PVMTC-19-GM**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Glendale Heights (hereinafter referred to as the "VILLAGE"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 300 Civic Center Plaza, Glendale Heights, Illinois 60139. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2023 Pavement Maintenance North Program, Section No. 23-PVMTC-19-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Army Trail Road will be resurfaced from Schmale Road to IL 53 (hereinafter "PROJECT ROAD"); and

WHEREAS, the VILLAGE has requested that the COUNTY extend road resurfacing beyond COUNTY Right-of-Way on multiple side streets along PROJECT ROAD within the VILLAGE as part of the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties' mutual costs and maintenance responsibilities with respect to the PROJECT; and

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.*) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1 The VILLAGE will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the VILLAGE's estimated cost of the WORK is approximately \$ 29,631.00. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
- 4.2 The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.3 The VILLAGE shall agree to waive all local permit fees, if applicable for the PROJECT.
- 4.4 The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The VILLAGE agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.0 FUTURE MAINTENANCE

- 5.1. The VILLAGE agrees that it will be responsible for all future maintenance to pavements and pavement markings of the streets stated in 2.3 above, as well as all pavement maintenance and pavement markings on Wall Street, Cavalry Drive, Oriole Lane, George Bell Drive, Whitman Drive, Regency Drive that are VILLAGE jurisdiction within the PROJECT limits. This includes all curb and gutter, drainage structures, pavement markings, and all other appurtenances up to the nearest edge of through pavement of PROJECT ROAD.

6.0 GENERAL

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address funding, plan/construction and maintenance participation of the PROJECT and no changes

to existing roadway and appurtenance maintenance and/or jurisdiction, beyond those explicitly described herein, are proposed.

- 6.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.3 In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the Village Director of Public Works shall meet and resolve the issue.
- 6.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 6.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 6.6 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within four (4) years subsequent to the execution of this AGREEMENT.

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
 - 7.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court

of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided fortherein.

7.2. The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

7.2.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE'S or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Neither party waives, 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 tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the PROJECT, the VILLAGE'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the WORK is completed and the VILLAGE and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Glendale Heights

300 Civic Center Plaza
Glendale Heights, IL 60139
ATTN: Rachael Kaplan
Director of Public Works
Phone: 630-260-6040
Email: rachael_kaplan@glendaleheights.org

County of DuPage Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630-407-6900
Email: Christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. 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.

15.0 FORCE MAJEURE

15.1. 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.

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

COUNTY OF DU PAGE

VILLAGE OF GLENDALE HEIGHTS

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Chodri Ma Khokhar
Village President

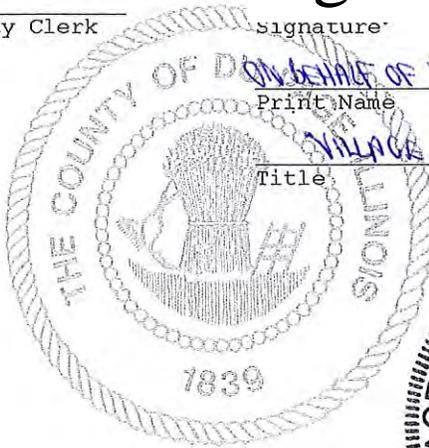
ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

signature



DONNAH OF MARIE SCHMIDT
Print Name

Village Clerk
Title



EXHIBIT A

Village of Glendale Heights
Resurfacing past County Right-of-Ways
Cost Estimate

GLENDALE HEIGHTS SIDE STREET QUANTITIES							
PAY ITEM	UNIT	CARDINAL DRIVE	GLADSTONE DRIVE (NORTH)	GLADSTONE DRIVE (SOUTH)	TOTAL QUANTITY	UNIT	COST
BITUMINOUS MATERIALS (TACK COAT)	POUND	74	395	513	982	\$ 0.25	\$ 246.00
POLYMERIZED LEVELING BINDER MACHINE METHOD IL- 4.75 N50	TON	5	25	33	63	\$ 115.00	\$ 7,245.00
HMA SURFACE COURSE, MIX "D", N70	TON	11	59	76	146	\$ 100.00	\$ 14,600.00
HMA SURFACE REMOVAL 2.5"	SQ YD	110	585	760	1455	\$ 3.50	\$ 5,093.00
THERMOPLASTIC PAVEMENT MARKING – LINE 4"	FOOT	58	395	550	1003	\$ 0.75	\$ 752.00
THERMOPLASTIC PAVEMENT MARKING – LINE 6"	FOOT	29	130	180	339	\$ 1.00	\$ 339.00
THERMOPLASTIC PAVEMENT MARKING – LINE 12"	FOOT	0	84	76	160	\$ 2.00	\$ 320.00
THERMOPLASTIC PAVEMENT MARKING – LINE 24"	FOOT	0	38	38	76	\$ 4.00	\$ 304.00
THERMOPLASTIC PAVEMENT MARKING – LETTERS & SYMBOLS	SQ FT	37	73	73	183	\$ 4.00	\$ 732.00
						ESTIMATED TOTAL COST:	\$ 29,631.00



Grant Proposal Notifications

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

File #: 23-1525

Agenda Date: 4/18/2023

Agenda #: 11.A.



Grant Proposal Notification

GPN Number: 022-23
(Completed by Finance Department)

Date of Notification: 03/29/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 04/18/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 03/30/2023
(MM/DD/YYYY)

Name of Grant: FY24 Statewide Planning and Research Funds (SPR)

Name of Grantor: Illinois Department of Transportation

Originating Entity: Federal Highway Administration (FHWA)
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

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

Parent Committee: Transportation Committee

Grant Amount Requested: \$ 72,000.00

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

Is this a new non-recurring Grant: Yes No

Source of Grant: Federal State Private Corporate

If Federal, provide CFDA: 20.205

If State, provide CSFA: 494-00-1439



Grant Proposal Notification

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

DuPage County is responsible for the maintenance of its trail system and the safety of its users. This grant application is seeking funds to complete a comprehensive trail count in the summer/fall of 2023. 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.

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

The grant/project is pertinent to the Quality of Life imperative. This project will help DOT in its efforts to keep vulnerable users - pedestrians and bicyclists - safe. It is also meant to assess the demand for the county's trail assets so that the DOT can program infrastructure maintenance to preserve a high standard of repair. The grant is also concerned with ensuring that disadvantaged populations are served equitably and that our assets in no way obstruct or limit people in

3. What is the period covered by the grant?

07/01/2023 to: 06/30/2024
(MM/DD/YYYY) (MM/DD/YYYY)

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

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

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

No

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

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

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

5.2. After expenditure of costs (reimbursement-based)



Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 1500-3500
10. What amount of funding is already allocated for the project? \$0.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? NA
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$90,000.00



Presentation

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

File #: 23-1565

Agenda Date: 4/18/2023

Agenda #: 12.A.

Fiscal Year 2023-2027 Transportation Improvement Plan.



Action Item

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

File #: 23-1526

Agenda Date: 4/18/2023

Agenda #: 12.B.

Recommendation to the DuPage County Board to release the Fiscal Year 2023-2027 Transportation Improvement Plan.