



# DU PAGE COUNTY

## Transportation Committee

### Final Summary

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

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**Tuesday, August 15, 2023**

**10:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

<b>PRESENT</b> Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
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**3. CHAIR'S REMARKS - CHAIR OZOG**

No remarks were offered.

**4. EMPLOYEE RECOGNITION**

Director Snyder acknowledged Dan Nowak's 15 years of service with DuPage County's Division of Transportation, providing an overview of his tenure, and he thanked him for his service. Chair Ozog also thanked Dan for his service.

**5. PUBLIC COMMENT**

No public comments were offered.

**6. APPROVAL OF MINUTES**

6.A. [23-2655](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday August 1st, 2023.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**7. BUDGET TRANSFERS**

7.A. [23-2686](#)

Budget Transfer of \$270,000 from Automotive Equipment 1500-3510-54120 to Equipment and Machinery 1500-3520-54110, funds needed for the unexpected purchase of a vehicle lift for Fleet Maintenance to replace a lift taken out of service for safety reasons and parts to repair the current lift are no longer available.

<b>RESULT:</b>	APPROVED
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<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert

## 8. PROCUREMENT REQUISITIONS

### 8.A. [DT-P-0090-23](#)

Recommendation for the approval of a contract to Mohawk Lifts, LLC, to furnish and deliver one (1) Vertical Rise Heavy Duty Vehicle Lift, for the Division of Transportation, for a contract total not to exceed \$280,146.20; per Sourcewell contract #013020-MRL.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sadia Covert

### 8.B. [DT-P-0091-23](#)

Recommendation for the approval of a contract to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, to install one (1) Vertical Rise Heavy Duty Vehicle Lift, for the Division of Transportation, for a contract total not to exceed \$107,035; per 55 ILCS 5/5-1022(c) "not suitable to competitive bids". (Sole factory trained and authorized installer).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

### 8.C. [23-2673](#)

Recommendation for approval of a contract to Harris Govern, for annual software maintenance and support services, as needed, for the period of April 1, 2023 through March 31, 2024, for Building & Zoning - \$9,306.52, Division of Transportation - \$5,583.91 and Public Works - \$1,861.30, for a contract total amount not to exceed \$16,751.73; per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source. (Support for Govern System.)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

## 9. GENERAL RESOLUTIONS

### 9.A. [DT-R-0078-23](#)

Delegation of Authority to the County Engineer to approve traffic control devices and

signs for County highways.

Discussion held.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

## 10. INTERGOVERNMENTAL AGREEMENTS

### 10.A. [DT-R-0079-23](#)

Local Public Agency Agreement between the County of DuPage and the State of Illinois Department of Transportation for improvements along CH9/Lemont Road (83rd Street to 87th Street) and CH31/87th Street (Haven Drive to Lemont Road), Section 16-00232-00-CH, for an estimated total cost of construction of \$6,900,000.00, of which up to \$5,359,000.00 is to be funded by the state, resulting in an estimated cost to the COUNTY of \$1,541,000.00.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

## 11. OLD BUSINESS

John Loper, the Chief Transportation Planner, gave an overview of the recent meeting with CMAP to discuss the transit recovery due to Covid. John discussed governance, funding and system enhancements being considered. A draft report is due September 6th, 2023 and a final report is due to the General Assembly January 1st, 2024.

Director Snyder acknowledged the effort of John Loper to bring together the collar counties and Cook County, as a collaborative effort to bring forward transit options supported by the counties.

Discussion held.

## 12. NEW BUSINESS

Member Zay asked about an email from a resident about a trail on Winfield Road. Chair Ozog mentioned that she and Director Snyder will be crafting a response to the emails and will copy the Committee.

Discussion held.

## 13. ADJOURNMENT

A motion was made by Chair Ozog and seconded by Member Chaplin to adjourn at 10:27 AM, the motion was approved on a roll call vote, all "Ayes", motion carried.





# Minutes

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

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**File #:** 23-2655

**Agenda Date:** 8/15/2023

**Agenda #:** 6.A.

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# DU PAGE COUNTY

## Transportation Committee

### Draft Summary

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

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**Tuesday, August 1, 2023**

**10:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

<b>PRESENT</b> Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
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**3. CHAIR'S REMARKS - CHAIR OZOG**

Chair Ozog thanked the Division of Transportation Maintenance crew who traveled to Macomb, Illinois, by request of the Illinois Public Works Mutual Aid Network (IPWMAN), to assist with the clean-up of recent weather-related events.

Director Snyder gave a brief overview of the request from IPWMAN and also thanked the Highway Maintenance Supervisor and his crew for their efforts.

In response to a question from Member Zay, Director Snyder advised the Committee that the employees that traveled to and stayed in Macomb were compensated 16 hours of overtime each day, reimbursable to the County, through IPWMAN.

**4. EMPLOYEE RETIREMENT**

Chair Ozog announced the retirement of Tom Hardy after 33 years with the Division of Transportation.

Director Snyder provided an overview of Tom's career and thanked him for his service.

**5. PUBLIC COMMENT**

No public comments were offered.

**6. APPROVAL OF MINUTES**

6.A. [23-2466](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday July 11, 2023.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**7. BUDGET TRANSFERS**7.A. [23-2501](#)

Budget Transfer of \$10,000 from Construction Engineering Services 1500-3500-54040 to Repair & Maintenance Other Equipment 1500-3500-53370, funds needed to repair traffic counting equipment.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**8. PROCUREMENT REQUISITIONS**8.A. [23-2489](#)

Recommendation for the approval of a contract to Wholesale Direct, Inc., to furnish and deliver automotive emergency lighting, as needed for the Division of Transportation, for the period May 11, 2023 through April 30, 2024, for a contract total not to exceed \$18,000; per low quote # 23-040-DOT-RE.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

8.B. [23-2304](#)

Recommendation for approval of a contract purchase order to John Thomas Company, to furnish and deliver (12) portable Traffic Analyzer NC350 counters, as needed for the Division of Transportation, for a contract not to exceed \$18,336, per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source:compatible with current software).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

8.C. [DT-P-0089-23](#)

Recommendation for the approval of a contract to V3 Companies, Ltd., for Professional Construction Engineering Services for improvements along CH 4/Bloomington Road bridge over Chicago Central & Pacific Railroad, Section 22-00184-12-BR, for the period of August 8, 2023 to November 30, 2025, for a contract total not to exceed \$641,743.81; professional services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

## 9. CHANGE ORDERS

### 9.A. [23-2292](#)

Compass Materials- Decrease and Close PO # 5211-1-SERV.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

### 9.B. [23-2499](#)

72 Hour LLC d/b/a Chevrolet of Watsonville, NAFG- Decrease and Close PO # 5998-1-SERV.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

## 10. TRAVEL REQUESTS

### 10.A. [23-2469](#)

Highway Maintenance Supervisor to travel to Bloomington, Illinois from October 24, 2023 through October 25, 2023 to attend the annual Illinois Public Works Mutual Aid Network Conference. Expenses to include lodging, for an estimated County cost of \$85.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin



10.B. [23-2470](#)

Manger of Highway Operations to travel to Bloomington, Illinois from October 24, 2023 through October 25, 2023 to attend the annual Illinois Public Works Mutual Aid Network Conference. Expenses to include lodging, for an estimated County cost of \$85.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**MOTION TO COMBINE ITEMS 10.C. THROUGH 10.I.**

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.C. [23-2471](#)

Heavy Equipment Crew Leader to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events. Expenses will be reimbursed to the County.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.D. [23-2473](#)

Highway Maintenance Supervisor to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.E. [23-2474](#)

Equipment Operator 1 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.F. [23-2475](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.G. [23-2476](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.H. [23-2477](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.I. [23-2478](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

11. **PRESENTATION**

11.A. [23-2587](#)

DOT FY2024 Budget Presentation.

Director Snyder presented the Division of Transportation's FY2024 recommended budget which highlighted projected revenues, expenses, new projects, as well as vehicle and equipment replacements. Committee members discussed possible RTA Tax allocation to DOT, registration fees for electric vehicles as an FY2024 legislative item, LED and street lights, and portable weight scales.

12. **OLD BUSINESS**

Director Snyder requested the Committee's guidance on the procurement of two (2) FY 2024 dump trucks, to secure the build slot now, for delivery in FY2024. The Committee directed the Division of Transportation to proceed with requisitioning of these two (2) trucks now, which will be brought forward to the Committee at a future date for approval.

13. **NEW BUSINESS**

No new business was discussed.

14. **ADJOURNMENT**

With no further business, the meeting was adjourned at 10:47 AM.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin



## Budget Transfer

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

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**File #: 23-2686**

**Agenda Date: 8/15/2023**

**Agenda #: 7.A.**

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DuPage County, Illinois  
 BUDGET ADJUSTMENT  
 Effective October, 2022

From: 1500  
 Company #

DOT MAINTENANCE/OPS  
 From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3510	54120		AUTOMOTIVE EQUIPMENT	\$ 270,000.00	2,194,066.97	1,924,066.97	8/7/23
Total				\$ 270,000.00			

To: 1500  
 Company #

DOT FLEET SERVICE  
 To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3520	54110		EQUIPMENT AND MACHINERY	\$ 270,000.00	10,494.83	280,494.83	8/7/23
Total				\$ 270,000.00			

Reason for Request:

Funds needed for the purchase of a new vehicle lift for Fleet Maintenance. The current lift is obsolete and cannot be repaired due to replacement parts not being no longer available. This was not anticipated in FY2023.

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

8/9/23  
 Date

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

8/8/23  
 Date

Activity \_\_\_\_\_  
 (optional)

Chief Fin \_\_\_\_\_

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # \_\_\_\_\_ Acctg Period \_\_\_\_\_

Entered By/Date \_\_\_\_\_ Released & Posted By/Date \_\_\_\_\_

DOT - 8/15/23

FIN/CB - 8/22/23



Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0090-23

**Agenda Date:** 8/15/2023

**Agenda #:** 21.C.

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AWARDING RESOLUTION  
ISSUED TO MOHAWK LIFTS, LLC.  
TO FURNISH AND DELIVER ONE (1) VERTICAL RISE HEAVY DUTY VEHICLE LIFT  
FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$280,146.20)

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

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Mohawk Lifts, LLC., to furnish and deliver one (1) Vertical Rise Heavy Duty Vehicle Lift for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) Vertical Rise Heavy Duty Vehicle Lift for the Division of Transportation, is hereby approved for issuance to Mohawk Lifts, LLC., PO Box 110, 65 Vrooman Avenue, Amsterdam, NY 12010, for a contract total not to exceed \$280,146.20; per Sourcewell contract #013020-MRL.

Enacted and approved this 22nd day of August, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Source-well #013020-MRL	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$280,146.20
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/15/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$280,146.20
	CURRENT TERM TOTAL COST: \$280,146.20	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Mohawk Lifts, LLC	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Jeff Sampson	VENDOR CONTACT PHONE: 518-842-1431 x4500	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: jsampson@mohawklifts.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-64	
<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 Mohawk Lifts LLC to furnish and deliver a new Vertical Rise Heavy Duty Vehicle Lift for the DOT Fleet department. Contract total not to exceed \$280,146.20, per Source-well Contract #013020-MRL.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  This vehicle lift will replace an inoperable lift taken out of service due to safety. Heavy Duty Vehicle Lifts are an integral part of our heavy-duty fleet maintenance department and ensure mechanics can safely and effectively work on plow trucks and other heavy equipment.			

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

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source.  We are currently utilizing the Source-well Cooperative contract to Mohawk Lifts for maintenance repairs of existing lifts.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).  DOT staff recommends issuing a purchase order to Mohawk Lifts, using the Source-well Contract #013020-MRL. The Source-well Cooperative has proven to be a cost savings over going out for bid locally.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Mohawk Lifts, LLC	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Jeff Sampson	Email: jsampson@mohawklifts.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: PO Box 110, 65 Vrooman Avenue	City: Amsterdam	Address: 421 N. County Farm Road	City: Wheaton
State: NY	Zip: 12010	State: IL	Zip: 60187
Phone: 518-842-1431 x4500	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Mohawk Lifts, LLC	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: PO Box 110, 65 Vrooman Avenue	City: Amsterdam	Address: 180 N. County Farm Road	City: Wheaton
State: NY	Zip: 12010	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 23, 2023	Contract End Date (PO25): Apr 13, 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		New Vertical Rise Heavy Duty Lift Vehicle	FY23	1500	3520	54110		280,146.20	280,146.20
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 280,146.20

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver a new Vertical Rise Lift 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: Jeff Sampson, William Bell and Mike Figuary
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

# MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**  
 PO Box 110, Amsterdam, NY 12010  
 Phone: 800-833-2006 Fax: 518-842-1289  
 Contact: Jeff Sampson X4500  
 Email: [jsampson@mohawklifts.com](mailto:jsampson@mohawklifts.com)



For purchase of Mohawk equipment using:

**Sourcewell Contract #**  
**013020-MRL**

**Valid: 04/14/2020 - 04/13/2024**

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

CUSTOMER
William Bell DuPage County Illinois 421 N. County Farm Road Wheaton, IL 60187 (630) 386-7659 William.Bell@DuPageco.org

QUOTE NUMBER	QUOTE DATE
DuPage-VR-072423-60187	7/24/2023
Freight Terms:	FOB Destination, Freight Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Quote Expiration:	August 8, 2023

Part Number	Description	Qty	List Price	Purchase Price	Total
V-099-C-30F	Vertical Rise Drive-On Lift 99000lb x 30' (Flush Mounted)	1	\$ 230,745.00	\$ 194,573.97	\$ 194,573.97
V-502-C-30F	Hot Galvanization for Flush Mount Lift up to 30' (for 85-99K Lifts)	1	\$ 17,445.00	\$ 14,710.36	\$ 14,710.36
V-502-C-097	Anti Slip Resin Coating on Platform Lifts (3' Increments) (for 85-99K Lifts)	10	\$ 420.00	\$ 354.16	\$ 3,541.62
V-502-C-120	"U" Shaped Rolling Jack Rail (3' Increments) (for 85-99K Lifts)	10	\$ 380.00	\$ 320.43	\$ 3,204.32
V-000-C-440	Rolling Jack - 44,000lbs (for 85-99K Lifts)	2	\$ 14,375.00	\$ 12,121.61	\$ 24,243.22
V-000-X-C15	Dolly for Rolling Jack (VR)	2	\$ 545.00	\$ 459.57	\$ 919.13
V-502-C-170	Air Kit (Set of 2 Fittings) (for 85-99K Lifts)	1	\$ 620.00	\$ 522.81	\$ 522.81
V-000-X-011	Stainless Steel - Outer Toe Guard - Up to 35 feet (Complete Set)	1	\$ 10,755.00	\$ 9,069.07	\$ 9,069.07
V-403-C-600	Track Lights (24V) - 6 LED Lights - up to 30' Track (for 85-99K Lifts)	1	\$ 4,210.00	\$ 3,550.05	\$ 3,550.05
V-402-C-710	Pit Cover Plates 30' (for 85-99K Lifts)	1	\$ 13,525.00	\$ 11,404.85	\$ 11,404.85
V-095-Z-109	Hot-Dipped Galvanization Custom Base Plates & Legs	1	\$ 7,560.00	\$ 6,374.91	\$ 6,374.91
V-303-C-696	Hot Galvanized Pit Cover Plate (for 85-99K Lifts)	10	\$ 320.00	\$ 269.84	\$ 2,698.38
V-000-X-C02	Stainless steel Console with water proof control cover	1	\$ 4,565.00	\$ 3,849.40	\$ 3,849.40
V-000-X-C11	Increases rolling jack lifting height by 100mm	4	\$ 130.00	\$ 109.62	\$ 438.49
V-000-X-C12	Increases rolling jack lifting height by 200mm	4	\$ 130.00	\$ 109.62	\$ 438.49
V-000-X-C14	"U" Saddle suitable for rolling jack lifting under various axles	4	\$ 180.00	\$ 151.78	\$ 607.13
Freight	Freight		Included	Included	Included

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

<b>SUBTOTAL</b>	\$ 280,146.20
Sales Tax (if applicable)	Add if Applic.
Credit Card Fee**	
<b>TOTAL</b>	<b>\$ 280,146.20</b>

**NOTES:**

Click here for: [Mohawk W9: mohawklifts.com/w9](http://Mohawk W9: mohawklifts.com/w9) Payment/Wire Info: [mohawklifts.com/payment](http://mohawklifts.com/payment)

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

v5.23

**TERMS AND CONDITIONS**

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

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

Quote# DuPage-VR-072423-60187

v5.23

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

**BILLING INFORMATION**

**SHIPPING INFORMATION**

Same as Billing

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Delivery Hours/Instructions: \_\_\_\_\_

**Acknowledged and Accepted by:**

\_\_\_\_\_  
**Authorized Buyers Name (PRINT)**

\_\_\_\_\_  
**Authorized Buyers Signature**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**Remit orders to:**

MOHAWK LIFTS LLC  
PO Box 110, Amsterdam, NY 12010

[ORDERS@MOHAWKLIFTS.COM](mailto:ORDERS@MOHAWKLIFTS.COM)

**BUY ONCE. BUY RIGHT. BUY A MOHAWK!**



## Solicitation Number: RFP#013020

### CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Mohawk Resources Ltd.**, 65 Vrooman Ave., P.O. Box 110, Amsterdam, NY 12010 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### 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 April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### 2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

**MOHAWK #013020-MRL**

Pricing for contract #013020-MRL is provided at 5.191% - 24.1082% off list price to Sourcewell participating agencies. Discount varies by manufacturer, product and volume.



# 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: 7/27/23

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

Company Name: <b>Mohawk Lifts, LLC</b>	Company Contact: <b>Jeff Sampson</b>
Contact Phone: <b>518-842-1431 x4500</b>	Contact Email: <b>Jsampson@mohawklifts.com</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Thomas Havens

Title Assistant Controller

Date 7/27/23

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



Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0091-23

**Agenda Date:** 8/15/2023

**Agenda #:** 21.D.

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AWARDING RESOLUTION  
ISSUED TO ENERGICITY CORPORATION D/B/A  
RACK'M UP EQUIPMENT DISTRIBUTORS  
TO INSTALL ONE (1) VERTICAL RISE HEAVY DUTY VEHICLE LIFT  
FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$107,035.00)

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

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, to install one (1) Vertical Rise Heavy Duty Vehicle Lift for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to install one (1) Vertical Rise Heavy Duty Vehicle Lift for the Division of Transportation, is hereby approved for issuance to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, 808 N. Central Road, Unit D, Wood Dale, Il 60187, for a contract total not to exceed \$107,035.00.

Enacted and approved this 22nd day of August, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

**SECTION 1: DESCRIPTION**

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$107,035.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/15/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$107,035.00
	CURRENT TERM TOTAL COST: \$107,035.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Energicity Corp d/b/a Rack'm Up Equipment Distributors	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Al Shenfeld	VENDOR CONTACT PHONE: 874-734-8446	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: ashenfeld@rackmup.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-66	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  DOT Fleet is requesting a purchase order to Rack'm Up Equipment Distributors, to install a Mohawk Vertical Rise Vehicle Lift. Effective August 23, 2023 through August 22, 2024. Contract total not to exceed \$107,035.00, per 55 ILCS 5/5-1022 (c) not suitable for competitive bids (sole factory trained and authorized installer).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  Installation of this vehicle lift will replace an inoperable lift taken out of service due to safety. Heavy Duty Vehicle Lifts are an integral part of our heavy duty fleet maintenance department endure mechanics can safely and effectively work on plow trucks and other heavy equipment.			

**SECTION 2: DECISION MEMO REQUIREMENTS**

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

**SECTION 3: DECISION MEMO**

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



### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.  DuPage County DOT is purchasing a Mohawk brand heavy duty vehicle lift. Rack'm Up Equipment Distributors is currently the only contractor in the greater Chicago area that is factory trained and authorized to perform Mohawk Lift installations.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.  On 7/14/2023 we were informed by Mohawk Lifts that Rack'em Up is the only contractor in the greater Chicago-land area that is factory trained and authorized to install Mohawk lifts.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.  Tom Havens (THavens@MohawkLifts.com) from Mohawk lifts referred us to Rack'em Up for the installation of a Mohawk heavy-duty vehicle lift. Per attached letter dated July 19th, 2023, Rack'm Up Equipment Distributors is the only contractor factory authorized to perform Mohawk Lift installations in the Greater Chicago Land Area.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Energicity Corp d/b/a Rack'm Up Equipment Distributors	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Al Shenfeld	Email: ashenfeld@rackmup.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 808 N. Central Road, Unit D	City: Wood Dale	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60191	State: IL	Zip: 60187
Phone: 874-734-8446	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Energicity Corp d/b/a Rack'm Up Equipment Distributors	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 808 N. Central Road, Unit D	City: Wood Dale	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60191	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 23, 2023	Contract End Date (PO25): Aug 22, 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		Install a new Mohawk Vertical Rise Vehicle Lift	FY23	1500	3520	54010		107,035.00	107,035.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 107,035.00

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

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



**Rack ' M Up Equipment Distributors**

808 N Central Ave  
 Ste D  
 Wood Dale, IL 60191

**Proposal**

**Proposal Date:** 7/24/2023  
**Proposal #:** 442  
**Project:**

**Bill To:**

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

Description	Est. Hours/Qty.	Rate	Total
Scope -. Rack' M Up to provide; Installation of Mohawk vertical rise vehicle lift, project management, modifying concrete, and electrical connection. Union labor or prevailing wage will apply. All equipment and materials to be supplied by Rack' M Up or its subcontractors, necessary for proper installation. Excludes any permits fees or other special licenses. Excludes any additional insurance beyond what is currently carried. Certificate of Insurance is available and can be provided upon order and request.			
Install Mohawk Vertical Rise	1	15,900.00	15,900.00
Thermal scanning of floor prior to any concrete work to scan for in floor heat tubes or other mechanicals - must be done prior to any concrete work.	1	3,245.00	3,245.00T
Sawcut and remove old concrete	1	60,225.00	60,225.00
Furnish and Install Steel Reinforcement Dowels into existing slab Extend Existing Pit Width Slab Patch			
Note: No drawings have been made available - quote is based on not having to contend with any drains or other in floor obstacles not visible on site visit. Thermal Scanning of floor is not a 100% guarantee that any in floor heat or obstacles will be damaged. All due diligence and care will taken to avoid such issues however, Rack' M Up or any of its subcontractors will not be held responsible in the event such obstacle are damaged except due to negligence.			
Sub Contract Electrical	1	16,225.00	16,225.00T
remove existing lift and dispose - lift will have to be cut into sections with cutting torch, loaded onto to trailers and removed for proper disposal. Hydraulic oil to be disposed of in customers waste oil tank.	1	11,440.00	11,440.00
<b>Total</b>			<b>\$107,035.00</b>



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

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

Email: [Ashenfeld@rackmup.com](mailto:Ashenfeld@rackmup.com) or [finance@rackmup.com](mailto:finance@rackmup.com) – Website: [www.rackmup.com](http://www.rackmup.com)

To: DuPage County, IL.

Attn: William Bell

Re: Sole Source Installer / Source-well Contract #013020-MRL

Date: July 25, 2023

Dear Customer:

This letter is to certify that Rack' M Up Equipment Distributors is currently the only contractor in the Greater Chicago Area that is factory trained and authorized to perform Mohawk Lifts installations under Source-well contract #013020-MRL.

Please feel free to reach out if you have any questions.

Regards,

**Signature on File**

Al Shenfeld

President

Rack' M Up Equipment Distributors

Mobile – 847-226-1370



# Required Vendor Ethics Disclosure Statement

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

Date: 7/24/23

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

Company Name: <u>Rack' M UP EQUIPMENT</u>	Company Contact: <u>AL SHENFELD</u>
Contact Phone: <u>847-734-9446</u>	Contact Email: _____

## 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 7/24/23

Attach additional sheets if necessary. Sign each sheet and number each page. Page 0 of 0 (total number of pages)



## Development Requisition under \$30,000

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

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**File #:** 23-2673

**Agenda Date:** 8/15/2023

**Agenda #:** 11.A.

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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-2571	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$16,751.73
COMMITTEE: DEVELOPMENT	TARGET COMMITTEE DATE: 08/15/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST:	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Harris Govern	VENDOR #: 28530	DEPT: Building & Zoning	DEPT CONTACT NAME: Marla Flynn
VENDOR CONTACT: Eric Martineau	VENDOR CONTACT PHONE: 450-805-2314	DEPT CONTACT PHONE #: X6789	DEPT CONTACT EMAIL: Marla.Flynn@dupageco.org
VENDOR CONTACT EMAIL: emartineau@harriscomputer.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.). Annual maintenance & support for the GOVERN software system for the period of April 1, 2023 through March 31, 2024.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The GOVERN system is unique to DuPage County and allows for review of all historical permits, impact fees, code violations associated with the County permitting process for Building & Zoning, Public Works and Division of Transportation. While we have migrated the current process to another program, it is necessary to be able to access the historical records of ongoing permits.			

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

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

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. The software was specifically written for DuPage County to allow for review, issuance and tracking of all permits and impact fees, as well as code violations and all accounts receivable functions associated with the permitting process. The permitting process has been migrated to an online process with another program but it is necessary to be able to review historical permits that might be ongoing. This program is used by Building & Zoning, Public Works and Division of Transportation.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. The system is unique to DuPage County and was designed for DuPage County by this vendor. Harris Govern is the only vendor able to provide support and maintenance for the own system.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Extensive research of the other comparable systems was performed before this vendor was selected.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: N Harris Computer Corporation DBA Harris Govern	Vendor#: 28530	Dept: Building & Zoning	Division:
Attn: Eric Martineau	Email: emartineau@harriscomputer.com	Attn: Marla Flynn	Email: Marla.Flynn@dupageco.org
Address: 1 Antares Dr, Suite 400	City: Ottawa	Address: 421 N County Farm Rd	City: Wheaton
State: ON K2E 8C4 Canada	Zip:	State: IL	Zip: 60187
Phone: 613-226-5511	Fax:	Phone: 630-407-6789	Fax: 630-407-6702
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Harris Govern	Vendor#: 28530	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 74007259	City: Chicago	Address:	City:
State: IL	Zip: 60674	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 1, 2023	Contract End Date (PO25): Mar 31, 2024
Contract Administrator (PO25):			



**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		Annual Maint & Support for Govern Software - 10 Users	FY23	1100	2810	53807		9,306.52	9,306.52
2	1	EA		Annual Maint & Support for Govern Software - 6 Users	FY23	1500	3500	53807		5,583.91	5,583.91
3	1	EA		Govern Maint & Support for Govern Software - 2 Users	FY23	2000	2665	53807		1,861.30	1,861.30
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 16,751.73

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. First invoice allowed date is 2/22/2023.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Development, Public Works & Transportation Committees 8/15/23
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



Invoice  
Date  
Page

GOVMN0000183  
02/22/2023  
1 of 1

Remit To: Harris Govern;  
PO Box 74007259  
Chicago, IL 60674-7259

Bill To
DuPage County (IL) Jay Puckett 421 North County Farm Road DuPage Center WHEATON, IL 60187 United States

Ship To
DuPage County (IL) 421 North County Farm Road DuPage Center WHEATON, IL 60187 United States

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	DUP100		LOCAL DELIVERY	

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	MAINTENANCE	Land Management WD - 6 Users - Dept of Transportation: 4/1/2023 to 3/31/2024	US\$5,583.91	US\$5,583.91
1.00	MAINTENANCE	Land Management WD - 2 Users - Dept of PW: 4/1/2023 to 3/31/2024	US\$1,861.30	US\$1,861.30
1.00	MAINTENANCE	Land Management WD - 10 Users - Dept Dev & Planning: 4/1/2023 to 3/31/2024	US\$9,306.52	US\$9,306.52
Please Note: Payment is due at the start of the maintenance term			Subtotal	US\$16,751.73
Invoice Questions? Please call Evelyn Campbell at 1-888-847-7747 OR e-mail ar_govern@harriscomputer.com			Misc	US\$0.00
			Tax	US\$0.00
			Freight	US\$0.00
			Trade Discount	US\$0.00
			Total	US\$16,751.73



# 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: Jul 28, 2023

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

Company Name: Harris Govern	Company Contact: Mark Tesreau
Contact Phone: (800) 806-7896	Contact Email: mtesreau@harriscomputer.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature 

Printed Name Mark Tesreau

Title Vice President, Client Services

Date Jul 28, 2023

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



August 9, 2023

Marla Flynn, Financial Analyst II  
DuPage County Building and Zoning Department  
Building Division  
421 N. County Farm Road  
Wheaton, IL 60187

To Whom It May Concern,

This letter advises that Harris Govern (formerly MS Govern, a division of Harris Computer Systems) is the sole source provider for supporting, maintaining, and licensing the Govern Software products. The source code for these products is proprietary and unavailable to any other entity. The design of the software is unique and Harris Govern is uniquely qualified to provide support, fixes, and enhancements for it.

Sincerely,

Robert Wood  
Executive Vice President



## Transportation Resolution

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

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**File #:** DT-R-0078-23

**Agenda Date:** 8/15/2023

**Agenda #:** 21.A.

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### DELEGATION OF AUTHORITY TO THE COUNTY ENGINEER TO APPROVE TRAFFIC CONTROL DEVICES AND SIGNS

WHEREAS, the DuPage County Board has the authority to place, erect, and maintain on county highways all traffic control devices and signs authorized by the Illinois Highway Code and Illinois Vehicle Code, 605 ILCS 5/5-101.10; and

WHEREAS, the DuPage County Engineer is responsible for the improvement, operation, and maintenance of County highways under the jurisdiction of the County of DuPage; and

WHEREAS, the DuPage County Board finds it appropriate to grant the County Engineer the authority to place, erect, and maintain all traffic control devices and signs as appropriate under the applicable laws and regulations (with the exception of establishing altered speed limits), to ensure the proper and efficient control of traffic along county highways; and

WHEREAS, the County Board has determined it will retain the authority of establishing altered speed limits.

NOW, THEREFORE, BE IT RESOLVED, that the County Board hereby authorizes the County Engineer to approve traffic control devices and signs (with the exception of establishing altered speed limits) on behalf of the County Board and ultimately on behalf of the public.

Enacted and approved this 22nd day of August, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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**File #:** DT-R-0079-23

**Agenda Date:** 8/15/2023

**Agenda #:** 21.B.

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LOCAL PUBLIC AGENCY AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE ILLINOIS DEPARTMENT OF TRANSPORTATION  
CH 9/LEMONT ROAD (83<sup>RD</sup> STREET TO 87<sup>TH</sup> STREET) AND  
CH 31/87<sup>TH</sup> STREET (HAVEN DRIVE TO LEMONT ROAD)  
SECTION 16-00232-00-CH  
(ESTIMATED COUNTY COST \$1,541,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the State of Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic, desire to improve CH 9/Lemont Road (83<sup>rd</sup> Street to 87<sup>th</sup> Street) and CH 31/87<sup>th</sup> Street (Haven Drive to Lemont Road), Section 16-00232-00-CH (hereinafter referred to as the IMPROVEMENT); and

WHEREAS, the COUNTY and the STATE desire to cooperate in an effort to construct the IMPROVEMENT because of the immediate benefit of the IMPROVEMENT to the people of the State of Illinois and to the residents of DuPage County; and

WHEREAS, a Joint Funding Agreement for Construction Work for Federal Participation, (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the financial participation of the parties related to construction of the IMPROVEMENT; and

WHEREAS, the STATE will be the awarding authority for the construction of the improvement, with an estimated total cost of construction of \$6,900,000.00, of which up to \$5,359,000 is to be funded by the STATE, resulting in an estimated cost to the COUNTY of \$1,541,000.00; and

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

WHEREAS, said AGREEMENT must be executed before construction of the IMPROVEMENT can begin.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chair of the Board be hereby directed and authorized to execute the referenced AGREEMENT with the STATE; 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 (bond) funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 22nd day of August, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**LOCAL PUBLIC AGENCY**

Local Public Agency		County	Section Number
DuPage County		DuPage	16-00232-00-CH
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	08-20-0026

**Construction**

State Job Number	Project Number
C-91-081-21	X6UK(066)

State-Let Construction  
  Locally Let Construction  
  Construction Engineering  
  Utilities  
  Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Lemont Rd	FAU 2612 (CH 9)	1.651 mi.	3.7	4.2
Location Termini				
83rd St to 87th St				
Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/> <input type="button" value="Remove"/>		
DuPage County	N/A			

**LOCATION**

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
87th St	FAU 3580 (CH 31)	0.5 mi	0.3	0.8
Location Termini				
Havens Dr to Lemont Rd				
Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/> <input type="button" value="Remove"/>		
DuPage County	N/A			

**PROJECT DESCRIPTION**

Intersection improvements and traffic signal modifications to both the 83rd Street and 87th Street intersections.
---

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )  
 Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.



METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - **LPA's** Share \_\_\_\_\_ Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.  
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

#### **THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### **IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its

application.

**FISCAL RESPONSIBILITIES:**

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature

Date

--	--

The above signature certifies the agency's TIN number is

366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Yangsu Kim, Chief Counsel

Date

--	--

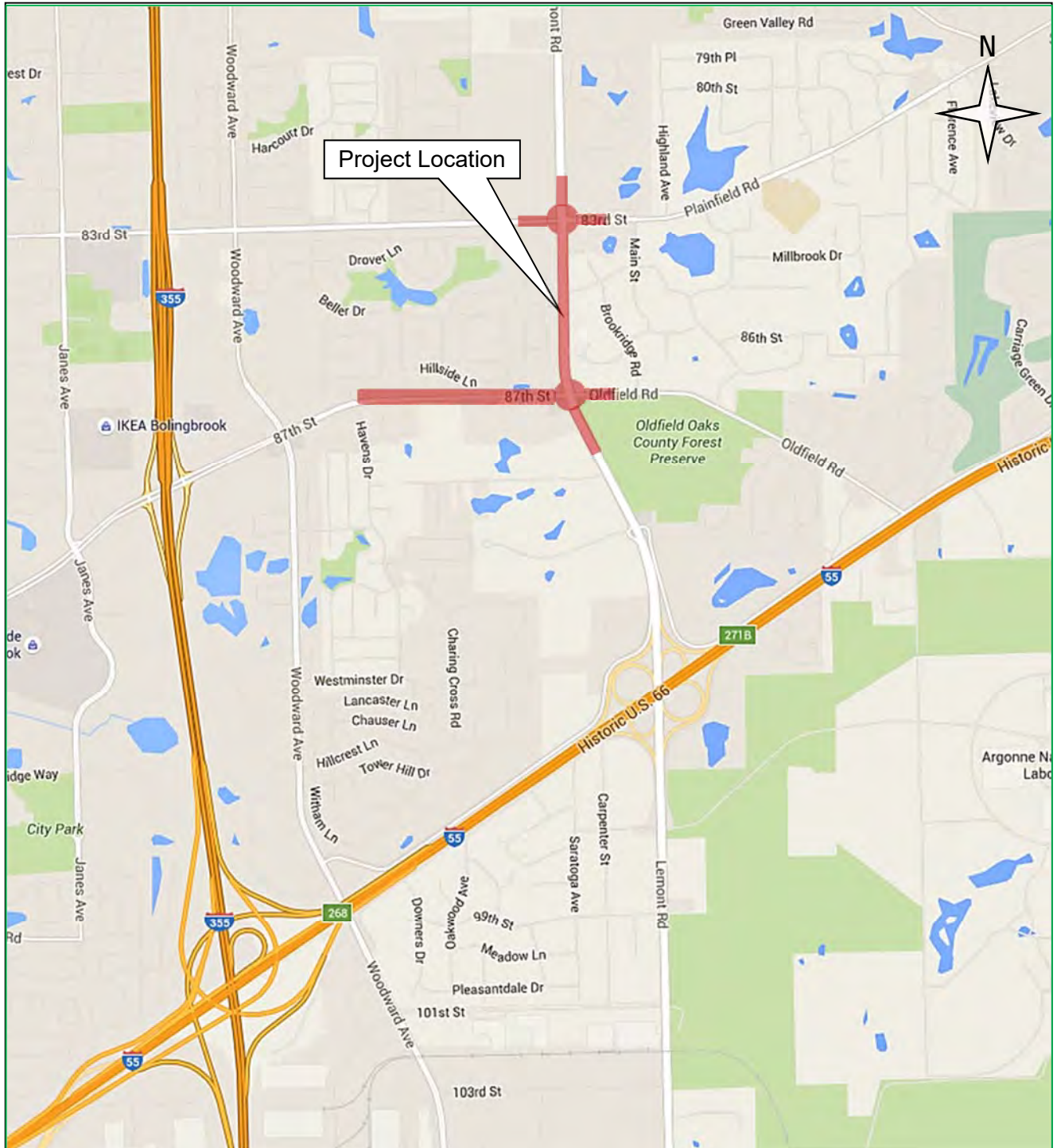
Vicki Wilson, Chief Fiscal Officer

Date

--	--

**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Please check this box to open a fillable Resolution Form within this Addenda.



**ROADWAY FUNCTION CLASSIFICATION:**

- Lemont Road – Minor Arterial
- 87<sup>th</sup> Street – Minor Arterial
- 83<sup>rd</sup> Street – Minor Arterial
- Oldfield Road – Minor Collector

DuPage County Division of  
Transportation

Lemont Rd  
87<sup>th</sup> Street to 83<sup>rd</sup> Street

**PROJECT LOCATION MAP**

Not to Scale      Date: 10/9/2017

**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number	State Job Number	Project Number
DuPage County	DuPage	16-00232-00-CH	C-91-081-21	X6UK(066)

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$5,359,000.00	*				Local	\$1,541,000.00		\$6,900,000.00
<b>Total</b>		<b>\$5,359,000.00</b>		<b>Total</b>			<b>Total</b>			<b>\$6,900,000.00</b>

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

**\*Maximum FWA (STU) participation 80% of construction (not to exceed \$5,359,000.00).**

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.