



# DU PAGE COUNTY

## Transportation Committee

### Final Regular Meeting Agenda

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

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Tuesday, April 4, 2023

10:00 AM

Room 3500B

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1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-1341](#)

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

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.

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.

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.

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.

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.

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.

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.

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

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

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.

**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%.

**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.

**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).

**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%.

**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.

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

ComEd Vegetative Management Plan.

**13. OLD BUSINESS****14. NEW BUSINESS****15. ADJOURNMENT**



## Transportation Resolution

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

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**File #: 23-1341**

**Agenda Date: 4/4/2023**

**Agenda #: 5.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, March 21, 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 10:01 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 welcomed the high school government students who were in attendance with Member Evans.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

**5.A. [23-1159](#)**

DuPage County Transportation Committee Minutes - Regular Meeting - Tuesday March 7, 2023.

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

**6. PROCUREMENT REQUISITIONS**

**6.A. [DT-P-0055-23](#)**

Recommendation for the approval of a contract purchase order to Al Warren Oil Company, Inc., to furnish and deliver gasoline and diesel fuel, as needed for the Division of Transportation and Public Works, for the period April 1, 2023 through March 31, 2024, for a contract total not to exceed \$1,750,000 (Division of Transportation \$1,000,000 and Public Works \$750,000); per low bid #23-011-DOT, subject to three (3) one-year renewals.

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

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**7. AMENDING RESOLUTIONS****7.A. [23-1160](#)**

DT-R-0283A-21 – Amendment to Resolution DT-R-0283-21, issued to H&H Electric Company for Traffic Signal Uninterrupted Power Supply (UPS) and Communication Upgrades, Section 21-DCITS-00-TL, to increase the funding in the amount of \$18,559.98, resulting in an amended contract total amount of \$796,228.10, an increase of 2.39%.

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

**7.B. [23-1161](#)**

DT-R-0336A-21 – Amendment to Resolution DT-R-0336-21, issued to Thorne Electric, Inc., for the traffic signal improvements along CH 23/Gary Avenue - St. Charles Road to Geneva Road, Section 21-00237-10-TL, to increase the funding in the amount of \$59,701.76; resulting in an amended contract total amount of \$875,562.33; an increase of 7.32%.

Discussion held.

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

**8. AWARDING RESOLUTIONS****8.A. [DT-R-0057-23](#)**

Awarding Resolution issued to Superior Road Striping, Inc., for the 2023 Pavement Marking Maintenance Program, Section 23-PVMKG-11-GM, for an estimated County cost of \$495,624.95, per low bid.

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

**9. GRANT PROPOSAL NOTIFICATIONS****9.A. [23-1162](#)**

GPN-018-23: US Community Project Fund - Belmont Road/Finley Road and Cross

Street at US Route 34/Ogden Avenue Intersection Improvements - U.S. Department of Transportation - \$1,200,000.00. (Department of Transportation)

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

9.B. [23-1163](#)

GPN-019-23: US Community Project Fund - Naperville Road and Roosevelt Road - Intersection Improvements - U.S. Department of Transportation - \$800,000.00. (Department of Transportation)

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

10. INFORMATIONAL

10.A. [FM-P-0052-23](#)

Recommendation for the approval of a contract to A&P Grease Trappers, Inc., for sanitary, grease trap and storm basin pumping, jetting and cleaning, as needed for the County campus, for Facilities Management, for the period April 14, 2023, through April 13, 2024, for a total contract amount not to exceed \$82,950; per renewal option under bid award #21-017-FM, second option to renew. (\$5,400 for Animal Services, \$17,550 for the Division of Transportation and \$60,000 for Facilities Management)

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

10.B. [23-1164](#)

Pursuant to DT-R-0306B-22, Vehicle Replacement Purchase Order for the Division of Transportation, for FY2023-FY2024 has been issued through Friendly Ford, in the amount of \$57,230.00.

<b>RESULT:</b>	ACCEPTED AND PLACED ON FILE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

**11. OLD BUSINESS**

Director Snyder advised the Committee that last week the Surface Transportation Board (STB) approved the merger of the Canadian Pacific Railroad and Kansas City Southern Railroads. DuPage County and 8 communities formed a Coalition to oppose the merger as proposed. The merger as approved will result in an increase in the number of freight trains along the Milwaukee District West (Metra) line from 3 to 11 each day, a nearly 400% increase. These 8 additional trains, each 10,000' long will result in delayed emergency response times, increase in vehicle delays and an increase blocked vehicles each day. While the Coalition's efforts did result in some additional voluntary mitigation measures, the STB decision fell way short of what is needed. Director Snyder noted it was alarming that when announcing their decision, the STB noted that they had no jurisdiction on safety. The derailment that occurred in Ohio and other places in the county was not considered in the decision-making process. That said, the STB did leave open the possibility to step in should actual conditions differ from the merger application and/or adherence to the decision mitigation measures.

The Coalition is currently assessing next steps, including whether to appeal the decision. They are also closely monitoring Congressional calls for hearings on railroad safety.

The Coalition is also going through the STB decision and identifying applicant data and merger compliance conditions that affect Coalition communities and will monitor and hold CP Railroad and STB accountable.

Committee members discussed possibly including on the County federal agenda railroad safety as well as technology (mapping, advance signals) and notification systems to advise motorists of approaching trains or blocked crossings.

Director noted the Committee thoughts and recommendations and will pass along to Coalition working group.

**12. NEW BUSINESS**

Chief Planner John Loper supplied the committee with attached handout. He briefed the committee on the recent history of airport operational changes with particular emphasis on noise related to air traffic in DuPage. The presentation included information on changes to the airport layout under O'Hare Modernization Program (2005-2020), the noise contours associated with that change and a brief history of the Chicago Department of Aviation (CDA) Residential Sound Insulation Program (RSIP). Under the RSIP, more than 3600 residential, public and government properties have had sound-proofing installed in DuPage County communities.

Mr. Loper then described the projected noise contours resulting from the latest O'Hare Environmental Assessment (EA) produced in concert with the OHARE21 program. Modeled contours described in the EA extend beyond the previous 65 decibel limits under the O'Hare Modernization Program and include at least an additional 675 residential dwellings. The noise contours were approved by the O'Hare Noise Compatibility Commission in February, however it is uncertain if and when these additional residences may become eligible for noise mitigation under the RSIP.

**23-1272**

## O'Hare Noise Update

**13. EXECUTIVE SESSION**

A motion was made by Chair Ozog and seconded by Member Chaplin that pursuant to Open Meetings Act 5 ILCS 120/2 (c) (21), the Transportation Committee move into Executive Session for the purpose of discussing the Biannual Review of Executive Session Minutes. The motion carried on a roll call vote, all "ayes".

<b>RESULT:</b>	ENTER INTO EXECUTIVE SESSION
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin
<b>AYES:</b>	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay

**14. MATTERS REFERRED FROM EXECUTIVE SESSION**

Upon resuming back to regular session a **ROLL CALL** was conducted to establish a quorum:

Member Chaplin-**Present**

Member Covert-**Present**

Member Evans-**Present**

Chair Ozog-**Present**

Vice Chair Tornatore-**Present**

Member Zay-**Present**

A motion was made by Chair Ozog and seconded by Member Chaplin to release the Executive Session Minutes of 12/4/18 and 10/18/22 and not to release the Executive Session Meeting Minutes of 7/21/22 and 10/4/22, as the need for confidentiality still exists. The motion carried on a roll call vote, all "ayes".

Disposition of Executive Session Minutes.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin
<b>AYES:</b>	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay

**15. ADJOURNMENT**

A motion was made by Chair Ozog and seconded by Member Tornatore to adjourn. The motion carried and the meeting was adjourned at 10:35 AM.

<b>RESULT:</b>	ADJOURNED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Sam Tornatore



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0056-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.A.

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AWARDING RESOLUTION  
ISSUED TO AL WARREN OIL COMPANY, INC.  
TO FURNISH AND DELIVER AUTOMOTIVE LUBRICANTS  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$30,000.00)

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 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<sup>th</sup>, 2023 through October 11<sup>th</sup>, 2023.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver automotive lubricants, as needed for the Division of Transportation, for the period of April 12<sup>th</sup>, 2023 through October 11<sup>th</sup>, 2023, and is hereby approved for issuance of a contract purchase order to Al Warren Oil Company, Inc., 1646 Summer Street, Hammond, IN 46320, for a contract total not to exceed \$30,000.00, per lowest responsible bid 23-040-DOT.

Enacted and approved this 11th day of April, 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

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #23-040-DOT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 6 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$30,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Al Warren Oil Co Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Arnie Berg	VENDOR CONTACT PHONE: 630-484-4368	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: aberg@alwarrenoil.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-31	
<b>Overview</b>			
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 Automotive Lubricants on an as-needed basis. Effective 04/12/2023 through 10/11/2023 - a six (6) month term, for a contract total not to exceed \$30,000.00, per low bid #23-040-DOT, this contract shall be subject to three (3) additional six-month term upon mutual agreement by both parties.  • Fee will be maintained for the initial six-month period. Price adjustments for optional renewals will be based on the previous year's CPI or two percent (2%), whichever is lower. The overall maximum term period of the contract shall not exceed two (2) years.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Automotive lubricants are used to maintain the County DOT vehicles and equipment.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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



SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Al Warren Oil Co Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Arnie Berg	Email: aberg@alwarrenoil.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1646 Summer St.	City: Hammond	Address: 421 N. Count Farm Road	City: Wheaton
State: IN	Zip: 46320	State: IL	Zip: 60187
Phone: 630-484-4368	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Al Warren Oil Co Inc.	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email: awocbilling@alwarrenoil.com	Attn: William Bell	Email: william.bell@dupageco.org
Address: PO Box 2279	City: Hammond	Address: 180 N. County Farm Road	City: Wheaton
State: IN	Zip: 46323	State: IL	Zip: 60187
Phone: 219-228-5060	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): Apr 12, 2023	Contract End Date (PO25): Oct 11, 2023
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		Automotive Lubricants	FY23	1500	3520	52260		30,000.00	30,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 30,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Automotive Lubricants on as-needed basis. Effective 04/12/2023 through 10/11/2023 - a six (6) month term and a contract total not to exceed \$30,000.00, per low bid #23-040-DOT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Arnie Berg, Bill Bell, Mike Figuray and Aaron Cooper.
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  
AUTOMOTIVE LUBRICANTS 23-040-DOT  
BID TABULATION



NO.	ITEM	UOM	Al Warren Oil Co. Inc.	Keller Heartt	Rilco Inc.
			PRICE	PRICE	PRICE
1	SEMI SYNTHETIC 5W30 MOTOR OIL API RATING: SN/SM	GAL	\$ 7.75	\$ 8.70	\$ 8.90
2	15W40 DIESEL MOTOR OIL API RATING: CJ4	GAL	\$ 9.95	\$ 10.25	\$ 11.40
3	FULL SYNTHETIC MULTI-VEHICLE AUTOMATIC TRANSMISSION FLUID	GAL	\$ 13.20	\$ 15.06	\$ 13.95
4	AW 32 HYDRAULIC OIL	GAL	\$ 8.09	\$ 8.91	\$ 8.99
5	TRACTOR TRANSMISSION HYDRAULIC OIL MEETS OR EXCEEDS JD-JDM J20C	55 GAL DRUM	\$ 576.40	\$ 640.75	\$ 585.00
6	SYNTHETIC GEAR LUBE 80w-140 WEIGHT	55 GAL DRUM	\$ 1,192.00	\$ 2,118.88	\$ 905.00
7	GREASE (MOLY) NLGI 2 RATING: EC/LB	120 LB KEG	\$ 320.00	\$ 434.40	\$ 605.00
8	ALL-PURPOSE HEAVY-DUTY WHEEL BEARING GREASE NLGI 2 RATING: EC/LB	4 LB TUB	\$ 25.00	\$ 181.00	\$ 25.00
9	G-05 ANTI-FREEZE COOLANT LONG LIFE HYBRID 50/50 MIX	55 GAL DRUM	\$ 325.00	NO BID	\$ 320.00
10	GREASE NLGI 2 RATING	CASE OF (10) 14 OZ CARTRIDGES	\$ 27.50	\$ 43.00	\$ 48.95
11	DIESEL EXHAUST FLUID API CERTIFIED	55 GAL DRUM	\$ 219.45	\$ 121.00	\$ 175.00
12	DRIVE TRAIN TRANS OIL 30W MEETS OR EXCEEDS CAT CO-5 RATING	55 GAL DRUM	\$ 924.55	\$ 1,348.60	\$ 785.00

NOTES

Bid Opening 3/23/2023 @ 2:30 PM	DW, NE
Invitations Sent	37
Total Vendors Requesting Documents	2
Total Bid Responses	3

## SECTION 7 - BID FORM PRICING VERSION 2

F.O.B.: All goods are to be shipped F.O.B. Destination, delivered.

NO	ITEM	UOM	PRICE
1	SEMI SYNTHETIC 5W30 MOTOR OIL API RATING: SN/SM	Gal	7.75
2	15W40 DIESEL MOTOR OIL API RATING: CJ4	Gal	9.95
3	FULL SYNTHETIC MULTI-VEHICLE AUTOMATIC TRANSMISSION FLUID	Gal	13.20
4	AW 32 HYDRAULIC OIL	Gal	8.09
5	TRACTOR TRANSMISSION HYDRAULIC OIL MEETS OR EXCEEDS JD-JDM J20C	55-Gal Drum	576.40
6	SYNTHETIC GEAR LUBE 80w-140 WEIGHT	55-Gal Drum	1192.00
7	GREASE (MOLY) NLGI 2 RATING: EC/LB	120 LB Keg	320.00
8	ALL-PURPOSE HEAVY-DUTY WHEEL BEARING GREASE NLGI 2 RATING: EC/LB	4 LB Tub	25.00
9	G-05 ANTI-FREEZE COOLANT LONG LIFE HYBRID 50/50 MIX	55-Gal Drum	325.00
10	GREASE NLGI 2 RATING	Case of (10) 14 oz cartridges	27.50
11	DIESEL EXHAUST FLUID API CERTIFIED	55-gal Drum	219.45
12	DRIVE TRAIN TRANS OIL 30W MEETS OR EXCEEDS CAT CO-5 RATING	55-gal Drum	924.55

**THE COUNTY OF DUPAGE  
AUTOMOTIVE LUBRICANTS 23-040-DOT**

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File

X

CFO

CORPORATE SEAL  
(If available)

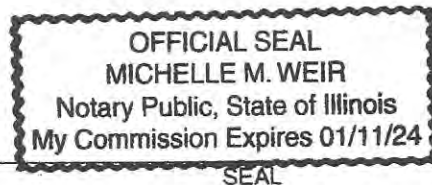
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 21<sup>st</sup> day of March AD, 2023

Signature on File

(Notary Public)

My Commission Expires: 01/11/24



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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Al Warren Oil Co Inc.	NAME	Al Warren Oil Co Inc.
CONTACT	Arnie Berg	CONTACT	Amanda or Rosa
ADDRESS	1646 Summer St.	ADDRESS	P.O. Box 2279.
CITY ST ZIP	Hammond IN 46320	CITY ST ZIP	Hammond IN 4632
TX	630-484-4368	TX	219-228-5060
FX	630-971-8301	FX	219-852-6010
EMAIL	a.berg@alwarrenoil.com	EMAIL	Awbilling@alwarrenoil.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Department of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: kathy.black@dupageco.org		DuPage County Department of Transportation 180 N. County Farm Road Wheaton, IL 60187	

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

## VENDOR ETHICS DISCLOSURE



### Required Vendor Ethics Disclosure Statement

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

Date 3/21/23

Bid/Contract/PO #

Company Name <u>Al Warren Oil Co Inc.</u>	Company Contact: <u>Arna Berg</u>
Contact Phone: <u>630-484-4368</u>	Contact Email: <u>arnaberg@alwarrencoil.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 this

Authorized Signature

Signature on File

Printed Name

Title

Date

Arna Berg  
CEO  
3/21/23

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

FORM OPTIMIZED FOR ADOBE ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.1  
4/1/16

JOINT PURCHASING AGREEMENT

THE COUNTY OF DUPAGE  
AUTOMOTIVE LUBRICANTS 23-040-DOT  
Page 23 of 28



## Transportation Requisition \$30,000 and Over

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

---

**File #:** DT-P-0057-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.B.

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AWARDING RESOLUTION  
ISSUED TO PLOTE CONSTRUCTION, INC.  
TO FURNISH AND DELIVER  
BITUMINOUS PAVING MATERIALS FOR THE WESTERN REGION  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
AND FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$51,000.00)

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 Plote Construction, Inc., to furnish and deliver bituminous paving materials for the western region, as needed for the Division of Transportation and Facilities Management, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract 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 April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to Plote Construction, Inc. 1100 Brandt Drive, Hoffman Estates, Illinois 60192, for a contract total not to exceed \$51,000.00.

Enacted and approved this 11th 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

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: <b>Bid #23-023-DOT</b>	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$51,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$204,000.00
	CURRENT TERM TOTAL COST: \$51,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Plote Construction Inc.	VENDOR #: 11199	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Dave Verdico	VENDOR CONTACT PHONE: 847-695-9300	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: bids@plote.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-27	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to Plote Construction Inc., to provide Bituminous Paving Materials in the West Region of DuPage County on an as-needed basis for the Division of Transportation and Facilities Management. Effective (April 12, 2023 through March 31, 2024), for a contract total not to exceed \$51,000.00, (DOT in the amount of \$25,000.00 and FM in the amount of \$26,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For maintenance of the DuPage County roads and paths in the west region and for the DuPage County campus internal parking lots and roadways.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Plote Construction Inc.	Vendor#: 11199	Dept: Division of Transportation	Division: Accounts Payable
Attn: Dave Verdico	Email: bids@plote.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1100 Brandt Drive	City: Hoffman Estates	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60192	State: IL	Zip: 60187
Phone: 847-695-9300	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Plote Construction Inc.	Vendor#: 11199	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: same as above	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6925	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 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		DOT - Bituminous Paving Materials (West Region) of DuPage County	FY23	1500	3510	52270		24,000.00	24,000.00
2	1	EA		DOT - Bituminous Paving Materials (West Region) of DuPage County	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		FM - Bituminous Paving Materials	FY23	1000	1100	52270		12,500.00	12,500.00
4	1	EA		FM Grounds- Bituminous Paving Materials	FY23	1000	1102	52270		500.00	500.00
5	1	EA		FM - Bituminous Paving Materials	FY24	1000	1100	52270		12,500.00	12,500.00
6	1	EA		FM Grounds- Bituminous Paving Materials	FY24	1000	1102	52270		500.00	500.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 51,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Bituminous Paving Materials in the (West Region) of the DuPage County, for a contract total not to exceed \$51,000.00, (DOT in the amount of \$25,000.00 and FM in the amount of \$26,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Dave Verdico, Mike Figuray, Jason Walsh, and Mary Ventrella.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
2023 CONSTRUCTION MATERIALS (SECTION 1 - BITUMINOUS PAVING MATERIALS)  
23-023-DOT**

<b>K-Five Companies</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	PAIL	Ton	Ton	Ton	Ton
Elmhurst (DuPage Materials Company LLC)		\$75.25	\$72.75	\$63.50	\$65.75	\$120.00	\$70.25	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Hodgkins (K-Five Hodgkins LLC)		\$74.25	\$71.25	\$63.75	\$64.75	\$120.00	\$69.50	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Naperville (Chicago Materials Corporation)		\$73.75	\$74.00	\$67.25	\$66.25	\$120.00	\$71.25	No Bid	\$47.25	No Bid	\$7.75	\$7.75	\$7.75
Romeoville (Route 66 Asphalt)		\$71.75	\$69.50	\$65.75	\$64.25	\$120.00	\$67.25	No Bid	\$47.25	No Bid	\$7.75	No Bid	\$7.75
<b>Plote Construction Inc.</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - West Chicago		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Location 2 - Bartlett		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
<b>Ozinga</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 9.77	No charge	\$ 9.77
<b>Superior Asphalt Co.</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - North Aurora		No Bid	\$63.50	No Bid	\$58.50	No Bid	\$63.50	No Bid	\$60.00	\$153.50	No charge	No charge	No charge
<b>DuKane Asphalt Co.</b>													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Addison		\$65.00	\$65.00	\$62.00	\$62.00	\$82.00	No Bid	No Bid	\$65.00	No Bid	\$8.00	\$8.00	\$8.00

**NOTES**

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

**SECTION 1 PRICING:**

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

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 73.00	\$ 73.00	\$
2	HMA Surface Course, Mix D, N50	Ton	\$ 73.00	\$ 73.00	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 67.00	\$ 67.00	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 67.00	\$ 67.00	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 125.00	\$ 125.00	\$
6	Driveway / Private Mix*	Ton	\$ No Bid	\$ No Bid	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ No Bid	\$ No Bid	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 50.00	\$ 50.00	\$
9	Cold Patch	Ton	\$ 175.00	\$ 175.00	\$
10	Dumping of Asphalt Grindings**	Ton	\$ No Charge	\$ No Charge	\$
11	Dumping of Clean Concrete**	Ton	\$ No Charge	\$ No Charge	\$
12	Dumping of Broken Asphalt**	Ton	\$ No Charge	\$ No Charge	\$

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

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

LOCATION 1	
Address:	1555 W. Washington
City, State, Zip Code:	West Chicago, IL
Contact:	Tom Murphy
Phone Number:	630-293-5570

LOCATION 2	
Address:	2200 Graham St.
City, State, Zip Code:	Bartlett, IL
Contact:	Dan Mateja
Phone Number:	630-289-6080

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

## SECTION 7 - BID FORM SIGNATURE PAGE

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

**X** **Signature on File** \_\_\_\_\_

(Signature and Title)

William T. Madden, VP Estimating & Contracts

CORPORATE SEAL  
(If available)

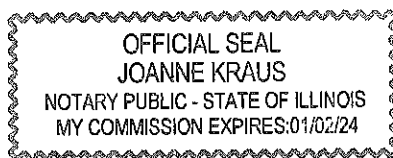
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 13th day of March AD, 20 23

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

(Notary Public)

My Commission Expires: 1/2/24



SEAL



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

**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Plote Construction Inc.	NAME	
CONTACT	Dave Verdico	CONTACT	
ADDRESS	1100 Brandt Drive	ADDRESS	
CITY ST ZIP	Hoffman Estates, IL 60192	CITY ST ZIP	
TX	847-695-9300	TX	
FX		FX	
EMAIL	bids@plote.com	EMAIL	
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

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



## VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

Date: 3/13/23

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

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

Company Name:	Plote Construction Inc.	Company Contact:	William T. Madden
Contact Phone:	847-695-9300	Contact Email:	bids@plote.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

William T. Madden

Title

VP Estimating &amp; Contracts

Date

3/13/23

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-0058-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.C.

---

AWARDING RESOLUTION  
ISSUED TO BCR AUTOMOTIVE GROUP, LLC, D/B/A ROESCH FORD  
TO FURNISH AND DELIVER FORD/MOTORCRAFT REPAIR PARTS  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$70,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to 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 May 13<sup>th</sup>, 2023 through May 12<sup>th</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period May 13<sup>th</sup>, 2023 through May 12<sup>th</sup>, 2024, is hereby approved for issuance to BCR Automotive Group, LLC, d/b/a Roesch Ford, 333 West Grand Avenue, Bensenville, Illinois 60106, for a contract total not to exceed \$70,000.00.

Enacted and approved this 11th 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 #: Bid #20-028-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$70,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$280,000.00
	CURRENT TERM TOTAL COST: \$70,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: BCR Automotive Group, LLC d/b/a Roesch Ford	VENDOR #: 13282	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Fred Seng	VENDOR CONTACT PHONE: 312-909-7841	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: fredseng@roeschford.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-23	

#### Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).

DOT Fleet is requesting a purchase order to furnish and deliver Genuine Ford & Motor-Craft Vehicle Parts, on an as-needed basis for a contract total not to exceed \$70,000.00, per low bid #20-028-DOT, this contract will be the third and final renewal.

- Genuine Ford parts discount (-31%) off list price.
- Motor-Craft parts discount (-31%) off list price.
- Motor-Craft re-manufactured discount (-31%) off list price.
- Batteries & Accessories cost plus (10%) mark-up.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  
Genuine Ford & Motor-Craft Vehicle parts, are used to repair and maintain the County's fleet of Ford vehicles.

### SECTION 2: DECISION MEMO REQUIREMENTS

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

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: BCR Automotive Group, LLC d/b/a Roesch Ford	Vendor#: 13282	Dept: Division of Transportation	Division: Accounts Payable
Attn: Fred Seng	Email: fredseng@roeschford.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 333 W. Grand Ave	City: Bensenville	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60106	State: IL	Zip: 60187
Phone: 312-909-7841	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: BCR Automotive Group, LLC d/b/a Roesch Ford	Vendor#: 13282	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 333 W. Grand Ave	City: Bensenville	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60106	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): May 13, 2023	Contract End Date (PO25): May 12, 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		Genuine Ford & Motor-Craft Vehicle Parts	FY23	1500	3520	52250		35,000.00	35,000.00
2	1	EA		Genuine Ford & Motor-Craft Vehicle Parts	FY24	1500	3520	52250		35,000.00	35,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 70,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Genuine Ford & Motor-Craft Vehicle Parts 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's to: Fred Seng, Mike Figuray, William Bell and Adam Jaswilko (adamjaswilko@roeschford.com)
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  
FORD AND MOTORCRAFT VEHICLE PARTS 20-028-DOT  
BID TABULATION

No	Item	Canvassing Qty	Roesch Ford		Freeway Ford-Sterling Truck Sales, Inc.		Chicago Parts & Sound LLC		Gerald Ford, Inc.	
			Percentage Adjustment	Extended Price	Percentage Adjustment	Extended Price	Percentage Adjustment	Extended Price	Percentage Adjustment	Extended Price
1	Genuine Ford Parts	\$ 40,000.00	69%	\$ 27,600.00	70%	\$ 28,000.00	75%	\$ 30,000.00	110%	\$ 44,000.00
2	Motorcraft Parts	\$ 20,000.00	69%	\$ 13,800.00	70%	\$ 14,000.00	59.5%	\$ 11,900.00	110%	\$ 22,000.00
3	Motorcraft Re-Manufactured Parts	\$ 10,000.00	69%	\$ 6,900.00	70%	\$ 7,000.00	85%	\$ 8,500.00	110%	\$ 11,000.00
<b>Grand Total</b>				<b>\$ 48,300.00</b>		<b>\$ 49,000.00</b>		<b>\$ 50,400.00</b>		<b>\$ 77,000.00</b>

NOTES

- 1) Roesch Ford - Discount doesn't apply for Emergency orders or freight if applicable.  
2) Roesch Ford - Batteries and Accessories are sold at Cost + 10%.

Bid Opening April 15, 2020 @ 2:30 p.m. attended by	BB / JM
Invitations Sent	24
Bid Documents Requested	8
Bid Submittals Received	3



## AMENDMENT FOR CONTRACT RENEWAL

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Roesch Ford, 333 W Grand Ave. Bensenville, IL 60106 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #20-028-DOT which became effective on 5/13/2020 and which will expire 5/12/2023. The contract is subject to a third 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 05/12/2024.

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

\_\_\_\_\_  
SIGNAT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Fred Seng

\_\_\_\_\_  
Valerie Calvente

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Buyer III

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

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

\_\_\_\_\_  
3/23/2023

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

SECTION 6 – REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

BID FORM PRICING

No	Item	Canvassing Qty	Percentage Adjustment	Extended Price
1	Genuine Ford Parts	\$ 40,000.00	LIST-31 %	\$ 27600.00
2	Motorcraft Parts	\$ 20,000.00	LIST-31 %	\$ 13800.00
3	Motorcraft Re-Manufactured Parts	\$ 10,000.00	LIST-31 %	\$ 6900.00
Grand Total				\$ 48300.00

Grand Total *\* ALL PARTS SOLD AT LIST-31%*  
(In Words) *EXCLUDES ANY TYPE OF EMERGENCY ORDER OR FREIGHT CHARGES IF APPLICABLE*

*\* EXCLUDES BATTERIES BATTERIES WOULD BE SOLD AT COST + 10%*

*\* EXCLUDES ACCESSORIES, ALSO WOULD BE SOLD AT COST + 10%*



BID FORM SIGNATURE PAGE

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

X Signature on File

PARTS MANAGER ROESCH FORD  
(Signature and Title)

CORPORATE SEAL  
(If available)

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

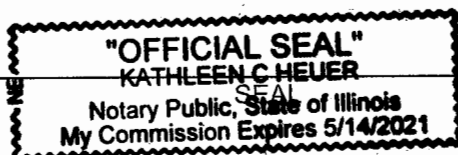
Subscribed and sworn to before me this 15 day of April AD, 20 20

Signature on File

(Notary Public)

My Commission Expires:

5/14/2021



(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	BCR AUTOMOTIVE GROUP LLC DBA ROESCH FORD		
Main Business Address	333 W GRAND AVE		
City, State, Zip Code	BENSENVILLE IL 60106		
Telephone Number	630-279-6000	Email Address	ryan.brown@proeschford.com
Bid Contact Person	RYAN BROWN		

TO: The DuPage County Procurement Services

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:

**Signature on File**

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

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

Addenda No. 1,   ,   , and    issued thereto.

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	ROESCH FORD	NAME	ROESCH FORD
CONTACT	RYAN BROWN	CONTACT	GLORIA VIBBERT
ADDRESS	333 W. GRAND AVE	ADDRESS	333 W. GRAND AVE
CITY ST ZIP	BENSENVILLE IL 60106	CITY ST ZIP	BENSENVILLE IL
TX	630-279-6000 EXT 2275	TX	630-279-6000 EXT 2231
FX	630-595-2693	FX	630 860-5090
EMAIL	ryanbrown@roeschford.com	EMAIL	gloria.vibbert@roeschford.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Finance Department 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6100 DOTFinance@dupageco.org		DuPage County DOT Garage 180 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6931 EMAIL : joseph.bechtold@dupageco.org	

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



## Required Vendor Ethics Disclosure Statement

Date: 3/2/2023

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

Bid/Contract/PO #:

Company Name: Roesch Ford	Company Contact: Fred Seng
Contact Phone: 312-909-7841	Contact Email: fredseng@roeschford.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

Fred Seng

Title

General Manager

Date

3/2/2023

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

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**File #:** DT-P-0059-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.D.

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AWARDING RESOLUTION  
ISSUED TO VULCAN CONSTRUCTION MATERIALS, LLC  
TO FURNISH AND DELIVER COARSE AND FINE AGGREGATES  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION, PUBLIC WORKS  
AND FACILITIES MANAGEMENT (CONTRACT TOTAL NOT TO EXCEED \$95,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Vulcan Construction Materials, LLC, to furnish and deliver coarse and fine aggregates, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract 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 April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to Vulcan Construction Materials, LLC, 1000 East Warrenville Road, Suite 100, Naperville, Illinois 60563, for a contract total not to exceed \$95,000.00.

Enacted and approved this 11th 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

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$95,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$380,000.00
	CURRENT TERM TOTAL COST: \$95,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Vulcan Construction Materials, LLC	VENDOR #: 26490-P1	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ali Jones	VENDOR CONTACT PHONE: 224-242-6099	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: jonesal@vmcmail.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-29	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to Vulcan Construction Materials LLC to provide Coarse and Fine Aggregates for DuPage County on as-needed basis for the Division of Transportation, Public Works and Facilities Management. Effective April 12, 2023 through March 31, 2024, for a contract total not to exceed \$95,000.00, (DOT in the amount of \$30,000.00, PW in the amount of \$30,000 and FM in the amount of \$35,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For maintenance of the county roads and paths through out DuPage County.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Vulcan Construction Materials, LLC	Vendor#: 26490-P1	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ali Jones	Email: jonesal@vmcmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 1000 E. Warrenville Road, Suite #100	City: Naperville	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60563	State: IL	Zip: 60187
Phone: 224-242-6099	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Vulcan Construction Materials, LLC	Vendor#: 26490-P1	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Dave Muno	Email:	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: PO Box 75219	City: Charlotte	Address: 140 N. County Farm Road	City: Wheaton
State: NC	Zip: 28275-5217	State: IL	Zip: 60187
Phone: 630-955-8500	Fax:	Phone: 630-407-6925	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 2023	Contract End Date (PO25): Mar 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

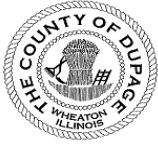
### Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT - Coarse & Fine Aggregates	FY23	1500	3510	52270		29,000.00	29,000.00
2	1	EA		DOT - Coarse & Fine Aggregates	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Coarse & Fine Aggregates	FY23	2000	2665	52270		20,000.00	20,000.00
4	1	EA		PW - Coarse & Fine Aggregates	FY24	2000	2665	52270		10,000.00	10,000.00
5	1	EA		FM - Coarse & Fine Aggregates	FY23	1000	1100	52270		12,500.00	12,500.00
6	1	EA		FM Grounds - Coarse & Fine Aggregates	FY23	1000	1102	52270		5,000.00	5,000.00
7	1	EA		FM - Coarse & Fine Aggregates	FY24	1000	1100	52270		12,500.00	12,500.00
8	1	EA		FM Grounds - Coarse & Fine Aggregates	FY24	1000	1102	52270		5,000.00	5,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 95,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Coarse & Fine Aggregates for DuPage County, for a contract total not to exceed \$95,000.00, (DOT in the amount of \$30,000.00, PW in the amount of 30,000.00 & FM in the amount of \$35,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Ali Jones, , Mike Figuray, Jason Walsh, Amy Arlowe, Sandra Martinez, and Mary Ventrella.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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





**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
2023 CONSTRUCTION MATERIALS (SECTION 2 - COURSE AND FINE AGGREGATES)  
23-023-DOT**

**Ozinga Ready Mix, Inc.**

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

**Vulcan Construction Materials, LLC ✓**

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

**E.D. Shands LLC**

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

**S. Schroeder Trucking, Inc.**

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

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

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

**SECTION 2 PRICING:**

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

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

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

**Delivered to Highway Garage**

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

**LOCATION 1**

Barbers Corners

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

**LOCATION 2**

Bartlett

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

**LOCATION 3**

McCook

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

**LOCATION 4**

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

**LOCATION 5**

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

SECTION 7 - BID FORM SIGNATURE PAGE

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

Signature on File

X

VP/GM

(Signature and Title)

CORPORATE SEAL  
(If available)

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

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

Signature on File

My Commission Expires: June 28, 2024



**SECTION 8 - MANDATORY FORM  
CONSTRUCTION MATERIALS 23-023-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Vulcan Construction Materials, LLC		
Main Business Address	1000 E Warrenville Rd, Suite 100		
City, State, Zip Code	Naperville, IL 60563		
Telephone Number	224-242-6099	Email Address	jonesal@vmemail.com
Bid Contact Person	Ali Jones		

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:

**Signature on File**

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

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

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

## VENDOR ETHICS DISCLOSURE



### Required Vendor Ethics Disclosure Statement

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

Date: 3-2-23

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

Company Name: <u>Vulcan Construction Materials LLC</u>	Company Contact: <u>Ali Jones</u>
Contact Phone: <u>224-242-6099</u>	Contact Email: <u>jonesa1@vmemail.com</u>

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

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county 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

- 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 read, understood and understand these requirements.

Authorized Signature

**Signature on File**

Printed Name

Chad Groft

Title

VP / GM

Date

3/2/23

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-0060-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.E.

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AWARDING RESOLUTION  
ISSUED TO OZINGA READY MIX CONCRETE, INC.  
TO FURNISH AND DELIVER PORTLAND CEMENT CONCRETE  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION,  
PUBLIC WORKS AND FACILITIES MANAGEMENT  
(CONTRACT TOTAL NOT TO EXCEED \$100,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Ozinga Ready Mix Concrete Inc., to furnish and deliver Portland Cement Concrete, as needed for the Division of Transportation, Public Works and Facilities Management, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract 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 April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to Ozinga Ready Mix Concrete, Inc., 19001 Old LaGrange Road, Mokena, Illinois 60448, for a contract total not to exceed \$100,000.00.

Enacted and approved this 11th day of April, 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

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$400,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Ozinga Ready Mix Concrete, Inc.	VENDOR #: 13068	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Alex Nieves	VENDOR CONTACT PHONE: 708-326-4200	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: alexnieves@ozinga.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-28	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to Ozinga Ready Mix Concrete, to provide Portland Cement Concrete for DuPage County, on an as-needed basis for Division of Transportation, Public Works and Facilities Management. Effective April 12, 2023 through March 31, 2024, for a contract total not to exceed \$100,000.00, (DOT in the amount of \$50,000.00, PW in the amount of \$25,000.00 and FM in the amount of \$25,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For the maintenance of sidewalks, roadways and County facilities through out DuPage County.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

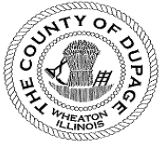
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ozinga Ready Mix Concrete, Inc.	Vendor#: 13068	Dept: Division of Transportation	Division: Accounts Payable
Attn: Alex Nieves	Email: alexnieves@ozinga.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 19001 Old LaGrange Rd.	City: Mokena	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60448	State: IL	Zip: 60187
Phone: 708-326-4200	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ozinga Ready Mix Concrete, Inc.	Vendor#: 13068	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: same as above	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	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 12, 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		DOT - Portland Cement Concrete	FY23	1500	3510	52270		49,000.00	49,000.00
2	1	EA		DOT - Portland Cement Concrete	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Portland Cement Concrete	FY23	2000	2665	52270		16,000.00	16,000.00
4	1	EA		PW - Portland Cement Concrete	FY24	2000	2665	52270		9,000.00	9,000.00
5	1	EA		FM - Portland Cement Concrete	FY23	1000	1100	52270		12,500.00	12,500.00
6	1	EA		FM - Portland Cement Concrete	FY24	1000	1100	52270		12,500.00	12,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 100,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Portland Cement Concrete for DuPage County, for a contract total not to exceed \$100,000.00, (DOT in the amount of \$50,000.00, PW in the amount of \$25,000.00 and FM in the amount of \$25,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Matt Postema, Mike Figuray, Jason Walsh, Amy Arlowe, Sandra Martinez, and Mary Ventrella.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**THE COUNTY OF DUPAGE**  
**FINANCE - PROCUREMENT**  
**2023 CONSTRUCTION MATERIALS (SECTION 3 - PORTLAND CEMENT CONCRETE)**  
**23-023-DOT**



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

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

# SECTION 1 PRICING:

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

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$	\$	\$
2	HMA Surface Course, Mix D, N50	Ton	\$	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$	\$	\$
6	Driveway / Private Mix*	Ton	\$	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$	\$	\$
9	Cold Patch	Ton	\$	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 9.77	\$ n/a.	\$
11	Dumping of Clean Concrete**	Ton	\$ 0.00	\$ 0.00	\$
12	Dumping of Broken Asphalt**	Ton	\$ 9.77	\$ n/a.	\$

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

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

LOCATION 1	
Address:	Ozinga Lincolnshire Yard
City, State, Zip Code:	500 industrial dr, Lincolnshire, IL 60069
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

LOCATION 2	
Address:	Ozinga Mokena Yard
City, State, Zip Code:	18825 old lagrange rd, Mokena IL 60448
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

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

## SECTION 2 PRICING:

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

No.	Item	UOM	Delivered to 140 N. County Farm Rd, Wheaton IL	Location 1	Location 2	Location 3	Location 4	Location 5
1	CA 6 Crushed Stone	Ton	\$ 23.21	\$	\$	\$	\$	\$
2	CA 7 Crushed Stone	Ton	\$ 31.39	\$	\$	\$	\$	\$
3	FA-1 Sand	Ton	\$ 37.14	\$	\$	\$	\$	\$
4	FA 5 Limestone Screenings	Ton	\$ 17.38	\$	\$	\$	\$	\$
5	FA 6 Birdseye/Trench Backfill (Sand)	Ton	\$ 28.54	\$	\$	\$	\$	\$
6	Stone Rip Rap-Class A1	Ton	\$ N/A	\$	\$	\$	\$	\$
7	Stone Rip Rap-Class A3	Ton	\$ N/A	\$	\$	\$	\$	\$
8	Stone Rip Rap-Class A4	Ton	\$ N/A	\$	\$	\$	\$	\$
9	CS-01 4" Stone	Ton	\$ 34.81	\$	\$	\$	\$	\$
10	CA-16 3/8" Chip Stone	Ton	\$ 39.20	\$	\$	\$	\$	\$
11	Porous Granular Embankment (PGE)	Ton	\$ N/A	\$	\$	\$	\$	\$
12	Dumping of Asphalt Grindings**	Ton	\$	\$ 9.77	\$	\$	\$	\$
13	Dumping of Clean Concrete**	Ton	\$	\$ Free	\$ Free	\$	\$	\$
14	Dumping of Broken Asphalt**	Ton	\$	\$ 9.77	\$	\$	\$	\$
GRAND TOTAL			\$	\$	\$	\$	\$	\$

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



Delivered to Highway Garage

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

LOCATION 1

Address:	Ozinga Lincolnshire Yard
City, State, Zip Code:	500 industrial dr, Lincolnshire IL 60069
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

LOCATION 2

Address:	Ozinga Mokena Yard
City, State, Zip Code:	18825 old La Grange rd, Mokena IL 60448
Contact:	Thomas Makeiner
Phone Number:	(708) 326-4567

LOCATION 3

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

LOCATION 4

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

LOCATION 5

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



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

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

**SECTION 3 PRICING:**

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

**Please identify any delivery restrictions:**

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**Delivered to Highway Garage**

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

**LOCATION 1**

Address:	11400 Old Lemont Rd
City, State, Zip Code:	Lemont, IL 60439
Contact:	Tom Maxciner
Phone Number:	708-326-4567 or 800-Stone-80

**LOCATION 2**

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

SECTION 7 - BID FORM SIGNATURE PAGE

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

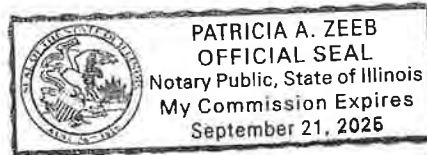
X Signature on File \_\_\_\_\_  
(Signature and Date)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 10<sup>th</sup> day of March AD, 20 23

Signature on File  
(Notary Public) \_\_\_\_\_ My Commission Expires: 09/21/2025



SEAL

**SECTION 8 - MANDATORY FORM  
CONSTRUCTION MATERIALS 23-023-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Ozinga, Inc.		
Main Business Address	19001 Old Lagrange, Ste 300		
City, State, Zip Code	Mokena, IL 60448		
Telephone Number	708-326-4200	Email Address	inside sales@ozinga.com
Bid Contact Person	Tom Maxeiner		

The undersigned certifies that he is:

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

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

\_\_\_\_\_  
(President or Partner)

\_\_\_\_\_  
(Vice-President or Partner)

\_\_\_\_\_  
(Secretary or Partner)

\_\_\_\_\_  
(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

**CONTRACT ADMINISTRATION INFORMATION:**

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

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

# VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

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

Date: 3/9/23  
 Bid/Contract/PO #: 23-023-DOT

Company Name: <u>Ozinga, Inc</u>	Company Contact: <u>Tom Maxeiner</u>
Contact Phone: <u>708-326-4200</u>	Contact Email: <u>TomMaxeiner@Ozinga.com</u>

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

- 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

- 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 MAXEINER

Title

INSIDE SALES

Date

03/10/2023

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

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**File #:** DT-P-0061-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.F.

---

AWARDING RESOLUTION  
ISSUED TO DU KANE ASPHALT COMPANY  
TO FURNISH AND DELIVER  
BITUMINOUS PAVING MATERIALS FOR THE CENTRAL REGION  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$110,000.00)

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 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<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bituminous paving materials for the central region, as needed for the Division of Transportation, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to DuKane Asphalt Company, 555 Rohlwing Road, Addison, Illinois 60101, for a contract total not to exceed \$110,000.00.

Enacted and approved this 11th 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

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Bid #23-023-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$110,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$440,000.00
	CURRENT TERM TOTAL COST: \$110,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Du-Kane Asphalt Co.	VENDOR #: 10030	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Matthew Dunteman	VENDOR CONTACT PHONE: 630-629-4920	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: mdunteman@rwdco.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-26	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to Du-Kane Asphalt Co., to provide Bituminous Paving Materials in the Central Region of DuPage County, on as-needed basis for the Division of Transportation. Effective April 12, 2023 through March 31, 2024, for a contract total not to exceed \$110,000.00, per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For maintenance of the county roads and paths in the central region of the DuPage County.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Du-Kane Asphalt Co.	Vendor#: 10030	Dept: Division of Transportation	Division: Accounts Payable
Attn: Matthew Dunteman	Email: mdunteman@rwdco.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 555 Rohlwing Road	City: Addison	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-629-4920	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Du-Kane Asphalt Co.	Vendor#: 10030	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: David Koehler	Email: david.koehler@dupageco.org
Address: same as above	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6926	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 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		Bituminous Paving Materials (Central Region) of the DuPage County	FY23	1500	3510	52270		109,000.00	109,000.00
2	1	EA		Bituminous Paving Materials (Central Region) of the DuPage County	FY24	1500	3510	52270		1,000.00	1,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 110,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide DOT Bituminous Paving Materials in the (Central Region) of the DuPage County.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Matthew Dunteman, Jason Walsh, 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



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
2023 CONSTRUCTION MATERIALS (SECTION 1 - BITUMINOUS PAVING MATERIALS)  
23-023-DOT

K-Five Companies													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	PAIL	Ton	Ton	Ton	Ton
Elmhurst (DuPage Materials Company LLC)		\$75.25	\$72.75	\$63.50	\$65.75	\$120.00	\$70.25	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Hodgkins (K-Five Hodgkins LLC)		\$74.25	\$71.25	\$63.75	\$64.75	\$120.00	\$69.50	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Naperville (Chicago Materials Corporation)		\$73.75	\$74.00	\$67.25	\$66.25	\$120.00	\$71.25	No Bid	\$47.25	No Bid	\$7.75	\$7.75	\$7.75
Romeoville (Route 66 Asphalt)		\$71.75	\$69.50	\$65.75	\$64.25	\$120.00	\$67.25	No Bid	\$47.25	No Bid	\$7.75	No Bid	\$7.75
Plote Construction Inc.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - West Chicago		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Location 2 - Bartlett		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Ozinga													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 9.77	No charge	\$ 9.77
Superior Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - North Aurora		No Bid	\$63.50	No Bid	\$58.50	No Bid	\$63.50	No Bid	\$60.00	\$153.50	No charge	No charge	No charge
DuKane Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Addison		\$65.00	\$65.00	\$62.00	\$62.00	\$82.00	No Bid	No Bid	\$65.00	No Bid	\$8.00	\$8.00	\$8.00

NOTES

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

**SECTION 1 PRICING:**

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

No.	Item	UOM	Location 1	Location 2	Location 3
1	HMA Surface Course, Mix D, N70	Ton	\$ 65.00	\$	\$
2	HMA Surface Course, Mix D, N50	Ton	\$ 65.00	\$	\$
3	HMA Binder Course, IL-19, N70	Ton	\$ 62.00	\$	\$
4	HMA Binder Course, IL-19, N50	Ton	\$ 62.00	\$	\$
5	Polymerized HMA Surface Course, Mix E, N70	Ton	\$ 82.00	\$	\$
6	Driveway / Private Mix*	Ton	\$	\$	\$
7	SS-1 Asphalt Emulsion (Bulk)	Gal	\$ N/A	\$	\$
8	SS-1 Asphalt Emulsion (5-gallon pail)	Pail	\$ 65.00	\$	\$
9	Cold Patch	Ton	\$ N/A	\$	\$
10	Dumping of Asphalt Grindings**	Ton	\$ 8.00	\$	\$
11	Dumping of Clean Concrete**	Ton	\$ 8.00	\$	\$
12	Dumping of Broken Asphalt**	Ton	\$ 8.00	\$	\$

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

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

LOCATION 1	
Address:	555 Rohlwing Road
City, State, Zip Code:	Addison IL 60101
Contact:	Matthew Duntzman
Phone Number:	630-629-4920

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

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

## SECTION 7 - BID FORM SIGNATURE PAGE

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

# Signature on File

(Signature and Title)

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 11 day of March AD, 20 23

# Signature on File

My Commission Expires: 6/16/24



SEAL

## SECTION 8 - MANDATORY FORM CONSTRUCTION MATERIALS 23-023-DOT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)			
Full Name of Bidder	DuKane Asphalt Company		
Main Business Address	555 S. Rohlwing Road		
City, State, Zip Code	Addison, IL 60101		
Telephone Number	630-629-4920	Email Address	mduntelman@Rwdco.com
Bid Contact Person	Matthew Duntelman		

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      of the ☐ a Member of the Joint Venture

Partnership

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

Jeffery Duntzman  
(President or Partner)

Matthew Dunteman  
(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

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

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

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

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

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

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

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



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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	DuKane Asphalt Co.	NAME	DuKane Asphalt Co.
CONTACT	Matthew Duntzman	CONTACT	Matthew Duntzman
ADDRESS	555 S. Rohlwing rd.	ADDRESS	555 S. Rohlwing Rd.
CITY ST ZIP	Addison, IL 60101	CITY ST ZIP	Addison, IL 60101
TX	630-629-4920	TX	630-629-4920
FX	630-932-0994	FX	630-932-0994
EMAIL	mduntzman@rwdco.com	EMAIL	mduntzman@rwdco.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org		DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 EMAIL: Jason.Walsh@dupageco.org	

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

# VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

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

Date: 3-11-22

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

Company Name: <u>DuKane Asphalt</u>	Company Contact: <u>Matthew Duntzman</u>
Contact Phone:	Contact Email:

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

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county 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

- 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 read and understand these requirements.

Authorized Signature

Signature on File

Printed Name

Matthew Duntzman

Title

Vice President

Date

3-11-2023

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

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**File #:** DT-P-0062-23

**Agenda Date:** 4/4/2023

**Agenda #:** 6.G.

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

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to K-Five Construction Corporation, to furnish and deliver bituminous paving materials for the southeast region, as needed for the Division of Transportation and Public Works, for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bituminous paving materials for the southeast region, as needed for the Division of Transportation (\$115,000.00) and Public Works (\$24,000.00), for the period April 12<sup>th</sup>, 2023 through March 31<sup>st</sup>, 2024, is hereby approved for issuance to K-Five Construction Corporation, 999 Oakmont Plaza Drive, Suite 200, Westmont, Illinois 60559, for a contract total not to exceed \$139,000.00.

Enacted and approved this 11th 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

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: <b>Bid #23-023-DOT</b>	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$139,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/04/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$556,000.00
	CURRENT TERM TOTAL COST: \$139,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: K-Five Construction Corporation	VENDOR #: 10843	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brian Gormsen	VENDOR CONTACT PHONE: 630-257-5600	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: briang@k-five.net	VENDOR WEBSITE:	DEPT REQ #: 23-1500-25	
<b>Overview</b>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  Requesting a purchase order contract to K-Five Construction Corporation to provide Bituminous Paving Materials in the South East Region of DuPage County, on an as-needed for the Division of Transportation, Public Works and Facilities Management. Effective April 12, 2023 through March 31, 2024, for a contract total not to exceed \$139,000.00, (DOT in the amount of \$115,000.00 and PW in the amount of \$24,000.00); per lowest responsible bid #23-023-DOT, this contract is subject to three (3) one-year renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished For maintenance of the County Roads and Paths in the (South East Region) of the DuPage County.			

### SECTION 2: DECISION MEMO REQUIREMENTS

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

### SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
<b>JUSTIFICATION</b> Select an item from the following dropdown menu to justify why this is a sole source procurement.	
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: K-Five Construction Corporation	Vendor#: 10843	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brian Gormsen	Email: briang@k-five.net	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 999 Oakmont Plaza Drive, Suite 200	City: Westmont	Address: 421 N. Count Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-257-5600	Fax: 630-257-6788	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: K-Five Construction Corporation	Vendor#: 10843	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Gina Portschy	Email: ginap@k-five.net	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: 999 Oakmont Plaza Drive, Suite 200	City: Westmont	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-257-5600	Fax: 630-257-6788	Phone: 630-407-6925	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 12, 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		DOT - Bituminous Paving Materials (South East Region) of DuPage County	FY23	1500	3510	52270		114,000.00	114,000.00
2	1	EA		DOT - Bituminous Paving Materials (South East Region) of DuPage County	FY24	1500	3510	52270		1,000.00	1,000.00
3	1	EA		PW - Bituminous Paving Materials	FY23	2000	2665	52270		16,000.00	16,000.00
4	1	EA		PW - Bituminous Paving Materials	FY24	2000	2665	52270		8,000.00	8,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 139,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To provide Bituminous Paving Materials in the (South East Region) for DOT & PW, for a contract total not to exceed \$139,000.00 (DOT in the amount of \$115,000.00 and PW in the amount of \$24,000.00).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Brian Gormsen, Mike Figuray, David Koehler, Amy Arlowe, and Sandra Martinez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
2023 CONSTRUCTION MATERIALS (SECTION 1 - BITUMINOUS PAVING MATERIALS)  
23-023-DOT

K-Five Companies													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	PolymerizedHMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	PAIL	Ton	Ton	Ton	Ton
Elmhurst (DuPage Materials Company LLC)		\$75.25	\$72.75	\$63.50	\$65.75	\$120.00	\$70.25	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Hodgkins (K-Five Hodgkins LLC)		\$74.25	\$71.25	\$63.75	\$64.75	\$120.00	\$69.50	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Naperville (Chicago Materials Corporation)		\$73.75	\$74.00	\$67.25	\$66.25	\$120.00	\$71.25	No Bid	\$47.25	No Bid	\$7.75	\$7.75	\$7.75
Romeoville (Route 66 Asphalt)		\$71.75	\$69.50	\$65.75	\$64.25	\$120.00	\$67.25	No Bid	\$47.25	No Bid	\$7.75	No Bid	\$7.75
Plote Construction Inc.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	PolymerizedHMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - West Chicago		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Location 2 - Bartlett		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Ozinga													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	PolymerizedHMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 9.77	No charge	\$ 9.77
Superior Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	PolymerizedHMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - North Aurora		No Bid	\$63.50	No Bid	\$58.50	No Bid	\$63.50	No Bid	\$60.00	\$153.50	No charge	No charge	No charge
DuKane Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	PolymerizedHMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Addison		\$65.00	\$65.00	\$62.00	\$62.00	\$82.00	No Bid	No Bid	\$65.00	No Bid	\$8.00	\$8.00	\$8.00

NOTES

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

**SECTION 1 PRICING:**

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

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

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

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

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

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

N/A

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

N/A

## SECTION 7 - BID FORM SIGNATURE PAGE

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

X Signature on File

\_\_\_\_\_  
(title)

CORPORATE SEAL  
(If available)

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

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

Signature on File My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SEAL



**SECTION 8 - MANDATORY FORM  
CONSTRUCTION MATERIALS 23-023-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	K-Five Hodgkins LLC		
Main Business Address	999 Oakmont Plaza Drive, Suite 200		
City, State, Zip Code	Westmont, IL 60559		
Telephone Number	630-257-5600	Email Address	BRIANG@K-FIVE.NET
Bid Contact Person	BRIAN GORMSEN		

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

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

that the members of the Partnership or Officers of the Corporation are as follows:

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

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

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

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

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

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

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

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

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

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

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



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

**CONTRACT ADMINISTRATION INFORMATION:**

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

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



# VENDOR ETHICS DISCLOSURE



## Required Vendor Ethics Disclosure Statement

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

Date: 3/9/23

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

Company Name: <u>K-Five Holdings LLC</u>	Company Contact: <u>BRIAN GORMSEN</u>
Contact Phone: <u>630-257-5600</u>	Contact Email: <u>BRIANG@K-FIVE.NET</u>

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

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county 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
*SEE ATTACHED				

- 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

Date

Brian Gormsen  
GM Manufacturing  
3/9/23

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

<b>Recipient</b>	<b>Donor</b>	<b>Description</b>	<b>Amount/Value</b>	<b>Date Made</b>
Friends of Cindy Cronin Cahill	K-Five Construction	Check	\$500.00	5/24/2022
Citizens of elect Jim Zay	K-Five Construction	Check	\$500.00	09/26/22
Citizens of elect Jim Zay	K-Five Construction	Check	\$500.00	09/26/22



## Consent Item

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

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**File #:** 23-1281

**Agenda Date:** 4/4/2023

**Agenda #:** 7.A.

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DOT only  
414



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 15, 2023

MinuteTraq (IQM2) ID #:

<b>Purchase Order #:</b> 5357-SERV	<b>Original Purchase Order Date:</b> Jul 1, 2021	<b>Change Order #:</b> 1	<b>Department:</b> Transportation
<b>Vendor Name:</b> Joe Cotton Ford		<b>Vendor #:</b> 10307	<b>Dept Contact:</b> Ying Liu Almanza
<b>Background and/or Reason for Change Order Request:</b>	To furnish and deliver Genuine Ford Sterling Truck parts for DOT for period 07/07/21- 07/06/2022. Decrease remaining encumbrance and close contract.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$24,500.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$24,500.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$24,500.00)
E	New contract amount (C + D)	\$0.00
F	Percent of current contract value this Change Order represents (D / C)	-100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-100.00%
<b>DECISION MEMO NOT REQUIRED</b>		

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

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

yla	6911	Mar 15, 2023		3/21/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	3/22/23
Chief Financial Officer (Decision: Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Transportation Change Order with Resolution

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

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**File #:** DT-CO-0043-23

**Agenda Date:** 4/4/2023

**Agenda #:** 7.B.

---

RESOLUTION  
TO INCREASE CONTRACT PURCHASE ORDER 5797-0001 SERV  
ISSUED TO NORTHERN CONTRACTING, INC.  
TO FURNISH, DELIVER, REPAIR AND INSTALL GUARDRAILS  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(INCREASE CONTRACT \$15,000.00, +50.17%)

WHEREAS, contract purchase order 5797-0001 SERV was issued to Northern Contracting, Inc. to furnish, deliver, repair and install guardrails, as needed for the Division of Transportation, for the period May 12, 2022 through May 11, 2023; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is \$29,900.00; and

WHEREAS, due to an increase in guardrail repairs needed, an increase to the contract is recommended; and

WHEREAS, the Division of Transportation Committee recommends a change order to increase the contract in the amount of \$15,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this resolution issued to Northern Contracting, Inc., to increase the funding in the amount of \$15,000.00, resulting in an amended contract total amount of \$44,900.00, an increase of 50.17%.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

DOT 4/4  
CB 4/11



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 24, 2023

MinuteTraq (IQM2) ID #:

<b>Purchase Order #:</b> 5797-SERV	<b>Original Purchase Order Date:</b> Mar 24, 2023	<b>Change Order #:</b> 1	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> Northern Contracting		<b>Vendor #:</b> 30616	<b>Dept Contact:</b> Ying Liu Almanza
<b>Background and/or Reason for Change Order Request:</b>	To furnish, deliver, repair and install guardrail for the period for the period 05/12/2022 - 05/11/2023. Increase LN2 \$15,000 to replace guardrails.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$29,900.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$29,900.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$15,000.00
E	New contract amount (C + D)	\$44,900.00
F	Percent of current contract value this Change Order represents (D / C)	50.17%
G	Cumulative percent of all Change Orders (B+D/A): (60% maximum on construction contracts)	50.17%
<b>DECISION MEMO NOT REQUIRED</b>		

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input checked="" type="checkbox"/> Funding Source 1500-3510-53320	
<input type="checkbox"/> OTHER - explain below:	

yla	6911	Mar 24, 2023	LLS	3/24/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	3/27/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	





## Decision Memo

### Procurement Services Division

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

Date: Feb 8, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

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

Requesting Department: Division of Transportation	Department Contact: Ying Almanza
Contact Email: Ying.Almanza@dupageco.org	Contact Phone: 630-407-6911
Vendor Name: Northern Contracting	Vendor #: 30616

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

Requesting approval to increase contract 5797-SERV in an amount of \$15,000.

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

This contract is to furnish, supply, install and repair guardrails. Requesting an increase to the contract to continue to provide for guardrail repairs through the end of the contract period 5/11/2023.

#### Strategic Impact

Quality of Life

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

Guardrails are a safety boundary feature used as a means to prevent or deter access to dangerous or off limits areas and provide impact protection. Increasing the contract will allow for needed safety repairs required during the contract period.

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

This went out for competitive bid through Procurement Services, Bid #21-028-DOT

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

DuPage County Division of Transportation requests an increase to Northern Contracting 5797-SERV in the amount of \$15,000 to complete jobs through the contract period.

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

There are sufficient funds for FY2023 increase



# Required Vendor Ethics Disclosure Statement

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

Date: \_\_\_\_\_

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

Company Name: <u>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:

- 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

- 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

3/20/23

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





## Transportation Change Order with Resolution

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

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**File #: 23-1314**

**Agenda Date: 4/4/2023**

**Agenda #: 8.A.**

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DT-R-0313A-21  
AMENDMENT TO RESOLUTION DT-R-0313-21  
ISSUED TO LORIG CONSTRUCTION  
I-355 NOISE ABATEMENT WALL  
SECTION 20-NWALL-01-NW  
(INCREASE \$20,000.00 +5.88%)

WHEREAS, the DuPage County Board heretofore approved and adopted Resolution DT-R-0313-21 on June 22, 2021; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0313-21 for the I-355 Noise Abatement Wall, Section 20-NWALL-01-NW; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is \$340,420.50; and

WHEREAS, due to additional grading to ensure positive drainage and restoration, as well as vinyl sleeves for the posts that were not in the original plans, an increase to the contract is recommended; and

WHEREAS, the Division of Transportation Committee recommends a change order to increase the contract in the amount of \$20,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-R-0313-21, issued to Lorig Construction, is hereby amended to increase the funding in the amount of \$20,000.00, resulting in an amended contract total amount of \$360,420.50, an increase of 5.88%.

Enacted and approved this 11th 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

5344-1-SERV

WHEATON, ILLINOIS 60187

**DT-R-0313-21**

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

03/24/2023

DATE

FUND      AGENCY			VENDOR NUMBER 11023			EXPIRATION DATE	LAST INVOICE DATE	FOB Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION	
1500-3500-54050						Construction of I355 Noise Abatement Wall		340,420.50	
						Section Number 20-NWALL-01-NW			
						Amendment - DT-R-0313A-21			
LN1-1500-3500-54050						Decrease Line 1		-3,801.26	
LN2-1500-3500-54050			I355_MDWAV_SNST_54050			Establish Line 2		3,801.26	
LN2-1500-3500-54050			I355_MDWAV_SNST_54050			Increase Line 2 (+5.88%)		20,000.00	
TOTAL								\$360,420.50	

REMIT TO:

Lorig Construction Company 250 E. Touhy Avenue, Des Plaines, IL 60018

COMMITTEE APPROVAL

DATE

Transportation

04/04/23

County Board

04/11/23

Signature on File

3/24/23  
DATE

SUPPORTING DATA FOR  
 AMENDMENT TO RESOLUTION DT-R-0313-21  
 TO LORIG CONSTRUCTION COMPANY  
 FOR I-355 NOISE ABATEMENT WALL  
 SECTION 20-NWALL-01-NW  
 (TO INCREASE CONTRACT BY: \$20,000.00; +5.88%)

<u>NAME</u>	<u>BID AMOUNT</u>
Lorig Construction Company	\$340,420.50
Alliance Contractors, Inc.	\$414,534.22
MYS, Inc.	\$490,644.00
Current Contract Amount:	\$340,420.50
Increase this Resolution:	\$20,000.00
Percent of Change:	+5.88%
 Increase to Date:	 \$20,000.00
Percent of Change:	+5.88%
 <u>Reason for Change:</u>	
 <b>Vinyl Post Sleeves</b>	 <b>\$9,395.00</b>
Material not included in the original bid.	
 <b>Additional grading</b>	 <b>\$10,000.00</b>
Estimated amount for grading and to ensure positive drainage, plus restoration.	
 <b>Miscellaneous Additions and Deductions</b>	 <b>\$605.00</b>
Changes to various pay items based on field measurements.	
 Net Addition:	 \$20,000.00
New Contract Total Amount:	<u>\$360,420.50</u>



## 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:

3/16/23

Bid/Contract/PO #: 20-NWALL-01- NW

Company Name: Lorig Construction Company	Company Contact: David H. Lorig
Contact Phone: 847-298-0360	Contact Email: dlorig@lorigconstruction.com

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

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county 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

- 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/>

Signature on File

I hereby acknowledge that \_\_\_\_\_ and these requirements.

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

David H. Lorig  
President  
3/16/23

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



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**File #:** DT-O-0049-23

**Agenda Date:** 4/4/2023

**Agenda #:** 9.A.

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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 CH 3/WARRENVILLE ROAD  
OVER EAST BRANCH DU PAGE RIVER BRIDGE  
SECTION 14-00124-04-BR

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) proposes to improve CH 3/Warrenville Road over the East Branch of DuPage River by removing and replacing the existing bridge, Section No. 14-00124-04-BR (hereinafter referred to as PROJECT); and

WHEREAS, the COUNTY hereby determines that it is reasonable, necessary and in the best interest of the COUNTY to acquire right-of-way and temporary construction easements over a portion of the Village of Lisle's (hereinafter referred to as VILLAGE) property for the PROJECT (*See Exhibit A attached hereto*); and

WHEREAS, the VILLAGE is empowered to convey its right-of-way and temporary construction easements to the COUNTY upon a two-thirds vote of the VILLAGE'S Board pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (hereinafter "TRANSFER ACT"); and

WHEREAS, the COUNTY and the VILLAGE are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

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

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board that the recitals set forth above are incorporated herein and made a part hereof; and

BE IT FURTHER ORDAINED that the COUNTY hereby declares that "it is necessary or convenient for it to use, occupy or improve" property owned by the VILLAGE for the above-referenced PROJECT; and

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit two duplicate originals of this Ordinance to the Village of Lisle, by and through the Division of Transportation.

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

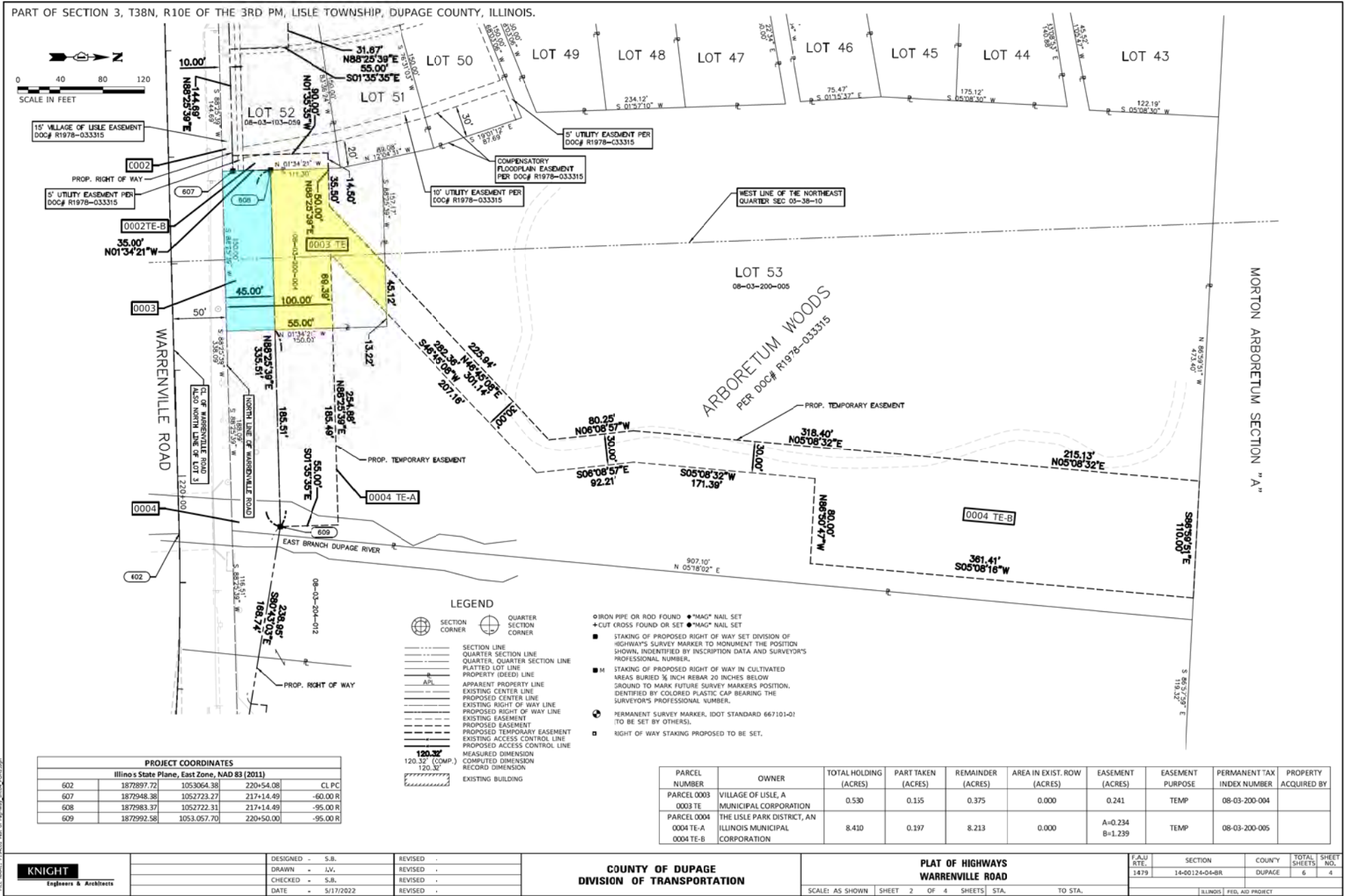
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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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



# Exhibit A





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**File #:** DT-O-0050-23

**Agenda Date:** 4/4/2023

**Agenda #:** 9.B.

---

AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE  
AND THE LISLE PARK DISTRICT  
FOR CH 3/WARRENVILLE ROAD BRIDGE REPLACEMENT  
OVER EAST BRANCH OF DU PAGE RIVER  
SECTION NO. 14-00124-04-BR  
(COUNTY COST - \$7,500.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) proposes to improve CH 3/Warrenville Road over the East Branch of DuPage River by removing and replacing the existing bridge, Section No. 14-00124-04-BR (hereinafter referred to as PROJECT); and

WHEREAS, the COUNTY hereby determines that it is reasonable, necessary and in the best interest of the COUNTY to acquire a permanent easement and two temporary construction easements over a portion of the Lisle Park District's (hereinafter referred to as DISTRICT) property for the PROJECT; and

WHEREAS, the COUNTY and the DISTRICT are empowered to enter into an agreement for the transfer of said property pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (hereinafter referred to as TRANSFER ACT) and in Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY and the DISTRICT are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

WHEREAS, Section 2 of the TRANSFER ACT authorizes the conveyance of real property from one municipality to another municipality upon two-thirds vote of the corporate authorities of the transferor municipality; and

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

WHEREAS, the COUNTY and the DISTRICT have determined it is necessary to enter into an intergovernmental agreement (hereinafter referred to as AGREEMENT) for the COUNTY to acquire a permanent easement and two temporary construction easements and to define mutual PROJECT responsibilities; and

WHEREAS, the DISTRICT is empowered to convey a permanent easement and two temporary construction easements over a portion of the DISTRICT's property to the COUNTY upon a two-thirds vote of the DISTRICT's Board pursuant to the authority conferred by the TRANSFER ACT.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board that the recitals set forth above are incorporated herein and made a part hereof; and

BE IT FURTHER ORDAINED that the COUNTY hereby declares that "it is necessary or convenient for it to use, occupy or improve" property owned by the DISTRICT as referenced in the attached AGREEMENT; and



BE IT FURTHER ORDAINED that it is in the best interest of the COUNTY to enter into the attached AGREEMENT; and

BE IT FURTHER ORDAINED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the Clerk is hereby authorized to attest thereto, the AGREEMENT entitled “INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE LISLE PARK DISTRICT FOR IMPROVEMENTS ALONG CH 3/WARRENVILLE ROAD OVER EAST BRANCH OF DU PAGE RIVER BRIDGE, SECTION 14-00124-04-BR”; and

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

BE IT FURTHER ORDAINED that the Clerk is hereby directed to transmit two duplicate originals of this authorizing Ordinance and AGREEMENT to the Lisle Park District, by and through the Division of Transportation.

Enacted and approved this 11th 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 PARK DISTRICT  
FOR CH 3/WARRENVILLE ROAD BRIDGE REPLACEMENT  
OVER EAST BRANCH OF DU PAGE RIVER  
SECTION NO. 14-00124-04-BR**

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 North County Farm Road, Wheaton, Illinois and the Lisle Park District (hereinafter referred to as the "DISTRICT"), an Illinois park district and unit of local government, with offices at 1925 Ohio Street, Lisle, Illinois, 60532. The COUNTY and the DISTRICT 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 of the public desires to reconstruct the bridge carrying CH 3/Warrenville Road over the East Branch of the DuPage River, County Section 14-00124-04-BR (hereinafter referred to as the "PROJECT"); and

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

WHEREAS, the COUNTY has determined that acquisition of property, including land in fee and temporary construction easements ("Land Acquisition"), is necessary from the DISTRICT and required for this PROJECT; and

WHEREAS, the COUNTY and the DISTRICT desire to work collaboratively on said Land Acquisition; and

WHEREAS, the COUNTY and the DISTRICT also desire to establish the parties' project costs and maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in the "Counties Code" (55 ILCS 5/5-1001 et seq.) and the "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the DISTRICT by virtue of its power set forth in the "Park District Code" (70 ILCS 1205/1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY and DISTRICT are empowered to enter into this AGREEMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., the Local Government Property Transfer Act and in Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality (DISTRICT), pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey real estate to a municipality (COUNTY) when it is necessary or convenient for the municipality (COUNTY) to use, occupy or improve the real estate in the making a public improvement or for a public purpose of the transferee municipality (COUNTY); and

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

## **1.0 INCORPORATION**

- 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 PROJECT includes, but is not limited to, the reconstruction and lengthening of the bridge carrying CH 3/Warrenville Road over the East Branch of the DuPage River and will also include provisions for pedestrian and bicyclist accommodations across and beneath the bridge, new retaining wall construction, tree removals, compensatory storage and other related appurtenant and necessary work. The PROJECT will encompass earthwork on the north side of the bridge to accommodate a planned multi-use path to be constructed by the Village of Lisle at a future date.

- 2.2. The PROJECT includes the land acquisition of property owned by the DISTRICT along CH 3/Warrenville Road the PROJECT and two (2) temporary construction easements "EASEMENTS" for both the PROJECT and compensatory storage. Said Land Acquisitions, attached hereto as Exhibits A and B, and depicted in Exhibit C, are incorporated and made a part hereof.

### **3.0 RESPONSIBILITIES - JOINT**

- 3.1 The COUNTY and the DISTRICT agree to cooperate in and make every effort to cause the construction of the PROJECT.

### **4.0 RESPONSIBILITIES OF THE COUNTY**

- 4.1 The COUNTY shall be responsible for all PROJECT costs, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, coordinate letting/awarding of construction contract, permit processing, utility coordination and construction engineering for the PROJECT.
- 4.2 The COUNTY shall administer the contract for the construction of the PROJECT.
- 4.3 Following the execution of this AGREEMENT, the COUNTY shall pay to the DISTRICT \$7,500.00 as the fair market value of the right-of-way Land Acquisition (Parcel 0004 - Exhibit A), and two temporary construction EASEMENTS (Parcels 0004 TE-A and 0004 TE-B - Exhibit B).
- 4.4 The COUNTY shall construct the PROJECT in a safe, clean and timely manner, in conformity with all applicable federal, state or local statutes, ordinances, rules and regulations, at no cost to the DISTRICT. In furtherance and not in limitation of such obligation, the COUNTY will construct, and at all times during the PROJECT, will maintain in good and safe repair and condition, safety fencing separating the PROJECT from the remainder of DISTRICT property at the COUNTY's sole cost and expense. The type of fencing utilized shall be pursuant to the Illinois Department of Transportation's (IDOT) Standard Specifications for Road and Bridge Construction Adopted January 1, 2022. Equipment, machinery, tools or materials stored or remaining overnight on the temporary EASEMENTS shall be stored in a safe manner, with access to same, restricted in such a manner so as to minimize any risk to the DISTRICT's employees, agents,

contractors or patrons. No explosives, flammable or hazardous substances of any kind, including environmentally hazardous materials, shall be transported across, brought upon, stored or deposited on the temporary EASEMENTS, without prior written consent of the DISTRICT (except for vehicles and/or equipment that require fuel). DISTRICT property at all times shall be kept reasonably free of accumulations of debris, waste and garbage.

- 4.5 The COUNTY shall restore the temporary EASEMENTS and any other PROJECT-affected portion(s) of DISTRICT property to the condition existing immediately prior to the commencement of the PROJECT by the COUNTY, or to a condition better than that condition. Additionally, the COUNTY shall repair all damage to the temporary EASEMENTS and any other affected portion(s) of DISTRICT property and replace all lost or destroyed items. By way of example and not limitation, all turf areas will be replaced and sodded to match the existing turf areas adjacent to the EASEMENTS, and all damage to paved areas will be restored to match existing paved areas as much as reasonably possible. Any damage to sidewalks or paths will be repaired or replaced as reasonably deemed necessary by the DISTRICT. All restoration, repair and replacement shall be completed to the reasonable satisfaction of the DISTRICT within a reasonable timeframe upon completion of the PROJECT, or if due to weather conditions or other circumstances which, in the DISTRICT's opinion, would make any such restoration, repair and replacement inadvisable, then within such later time period as the DISTRICT reasonably shall request.
- 4.6 The COUNTY shall conduct its operations on the DISTRICT property entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, the COUNTY hereby forever waives, relinquishes, discharges and holds harmless the DISTRICT, its commissioners, officers, employee, agents and volunteers, from, any and all claims of every nature whatsoever, which the COUNTY may have at any time against the DISTRICT, its commissioners, officers, employees, agents and volunteers, including without limitation claims for personal injury or property damage sustained or incurred by the COUNTY or any person claiming by, through or under the COUNTY, relating directly or indirectly to the COUNTY's use of the EASEMENTS or to the PROJECT.
- 4.7 To the fullest extent permitted by law, the COUNTY and its contractors shall indemnify and hold harmless the DISTRICT and its officers, officials, employees, volunteers and agents



from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the PROJECT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (2) is caused in whole or in part by any wrongful or negligent act or omission of the COUNTY, any of COUNTY's contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in whole or in part by the negligence of an entity or person indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The COUNTY shall similarly protect, indemnify and hold and save harmless the DISTRICT, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the COUNTY's breach of any of its obligations under, or the COUNTY's default of, any provision of this Agreement. The provisions of this paragraph shall survive the completion of the PROJECT and shall not be deemed to derogate from or limit any privilege or immunity which either Party may from time to time possess, whether by statute, common law, or otherwise.

4.8 The COUNTY shall not cause or permit to be created any liens or claims against the EASEMENTS. The COUNTY shall to the fullest extent permitted by the laws of the State of Illinois, defend, indemnify and hold harmless the DISTRICT from and against any such claims or liens.

4.9 In addition to the COUNTY's obligations in paragraphs 4.6 and 4.7 above and at no cost to the DISTRICT, the COUNTY shall cause all of its contractors working on the EASEMENTS to maintain and keep in full force and effect, for so long as any claim relating to the EASEMENTS legally may be asserted, the following insurance coverage:

4.9a Commercial General Liability, specifically including bodily injury, personal injury and property damage of not less than \$2,000,000 per occurrence and at all times naming the DISTRICT, its public officials, employees, volunteers and agents as additional insured.

- 4.9b Liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 4.9c The COUNTY's contractors waive all rights against the DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the COUNTY's use of the premises.
- 4.9d The COUNTY's contractors shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
- 4.9e The COUNTY's contractors shall maintain workers compensation as mandated by the state and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 4.9f The COUNTY's contractors shall require all sub-contractors to maintain the same insurance coverage required of the contractors.
- 4.9g In addition, each party required to maintain insurance pursuant to this Agreement must include a 30-day notice of cancellation or reduction in limits.
- 4.10 In addition to and not in limitation of the foregoing, the COUNTY represents to DISTRICT:
- 4.10a that the COUNTY is self-insured for all casualties and losses up to Two Million Dollars (\$2,000,000) and maintains excess insurance coverage, purchased by it, in the amount of Twenty Million Dollars (\$20,000,000.00), and
- 4.10b such self-insurance and excess insurance coverage is available with respect to contractual liability of the COUNTY, including the indemnification of the DISTRICT by the COUNTY contained in paragraph 4.7 of this Agreement.

4.10c This Agreement may be recorded by the COUNTY, at the County's expense, in the office of the DuPage County Recorder of Deeds.

## **5.0 RESPONSIBILITIES OF THE DISTRICT**

- 5.1 Simultaneously with the approval of this AGREEMENT, the DISTRICT shall execute a Quit Claim Deed for right-of-way acquisition (Parcel 0004 - Exhibit A) of DISTRICT owned property and grant to the COUNTY two temporary construction EASEMENTS (Parcels 0004 TE-A and 0004 TE-B - Exhibit B) attached hereto, subject to 4.3 hereinabove. The DISTRICT will convey said title to the COUNTY under the Local Government Property Transfer Act, 50 ILCS 605/2.
- 5.2 Following the granting of the EASEMENTS, the COUNTY may access these areas for advance tree removal between November 1<sup>st</sup> through March 30<sup>th</sup>, whether as part of the PROJECT contract or separate contract, subject to the terms of this AGREEMENT.
- 5.3 If the DISTRICT deems any of COUNTY's activities on the EASEMENTS create an immediate and serious threat to the life or safety of any person or to the safety of the property of any person, and the DISTRICT reasonably believes that the DISTRICT may not be able to contact the COUNTY to immediately repair the conditions creating such threat, the DISTRICT shall repair such conditions and give the COUNTY notice of such repair as soon as possible, and the COUNTY shall pay the DISTRICT's costs of such repair upon presentation of an invoice from the DISTRICT, detailing such costs.
- 5.4 The DISTRICT's reservation of the rights set forth in paragraph 5.2 above, or its failure to exercise same shall not impose or create any responsibility or liability on the DISTRICT or affect, reduce or nullify in any way the COUNTY's obligations under this Agreement, including without limitation its obligations under Section 7.0.
- 5.5 The DISTRICT shall have the right to use the EASEMENTS at any time for any purpose which does not unreasonably interfere with the PROJECT, including permitting the construction, maintenance and operation on, over or under the DISTRICT property of any public utility facility. The DISTRICT shall have the right to enter the EASEMENTS at any time(s) to inspect the EASEMENTS and any improvements thereon, to determine the COUNTY's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s) but at the sole risk of the DISTRICT.



- 5.6 No waiver of any rights which the DISTRICT has in the event of any default or breach by the COUNTY under this Agreement shall be implied as from failure by the DISTRICT to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

## **6.0 MAINTENANCE**

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways, rights-of-ways and appurtenances are proposed except per 6.2 below.
- 6.2 After completion of the PROJECT by the COUNTY, and in accordance with restoration requirements that may be stipulated by the approved/certified stormwater permit, including performance metrics, the DISTRICT will own, operate and maintain the compensatory storage area (which will be part of the temporary EASEMENTS acquired by the COUNTY as part of this AGREEMENT) after the restoration of said area by the COUNTY as outlined in paragraph 4.5 above.

## **7.0 INDEMNIFICATION**

- 7.1 The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the DISTRICT, 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 COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 7.2 Nothing contained herein shall be construed as prohibiting the COUNTY or the DISTRICT, 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, under this paragraph or paragraph 7.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's

Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's and the DISTRICT's participation in their defense shall not remove their duty to indemnify, defend, and hold each other harmless, as set forth above.

7.3 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 to it, or to the other party, under the law.

7.4 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 DISTRICT'S and COUNTY'S indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the DISTRICT and COUNTY assume their maintenance responsibilities as set forth in Section 6.0 hereof.

## **8.0 GENERAL**

8.1 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

## **9.0 ENTIRE AGREEMENT**

9.1 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.

## **10.0 NOTICES**

10.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile or 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 Park District**

1925 Ohio Street  
Lisle, IL 60532  
Attn: Daniel Garvy, MS., CPRP  
Director of Parks & Recreation  
Phone: 630.353.4310  
Email: [dgarvy@lisleparkdistrict.org](mailto:dgarvy@lisleparkdistrict.org)

**County of DuPage**

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](mailto:Christopher.snyder@dupageco.org)

**11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT**

11.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

**12.0 ASSIGNMENT**

12.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**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 its obligations caused by any contingency beyond its 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 PARK DISTRICT**

**Signature on File**

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

\_\_\_\_\_  
Daniel Garvy  
Director of Parks & Recreation

ATTEST:

ATTEST:

**Signature on File**

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

Signature \_\_\_\_\_  
VARI ALTPETER, PRESIDENT, BOARD OF PARK COMMISSIONERS  
Print Name/Title

\_\_\_\_\_  
MARCH 16, 2023  
Date

**EXHIBIT A**

**QUIT-CLAIM DEED**

(County to Corporation)

MAIL TO:

County of DuPage  
c/o DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, Illinois 60187

NAME AND ADDRESS OF TAXPAYER:

County of DuPage  
c/o DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, Illinois 60187

GRANTOR(S), **Lisle Park District**, an Illinois Park District and a unit of local government for and in consideration of Two Thousand Dollars (\$2,000.00), and other valuable consideration in hand paid, CONVEYS and QUIT-CLAIMS to

GRANTEE(S), the **County of DuPage, an Illinois body corporate and politic**, the following described Real Estate situated in the County of DuPage, in the State of Illinois, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF.**

Subject to general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

Permanent Real Estate Index Number: 08-03-200-005

Address of Real Estate: north side of Warrenville Road, east of White Birch Drive, Lisle, IL 60532

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**LISLE PARK DISTRICT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF DU PAGE )

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Lisle Park District, an Illinois Park District and unit of local government and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Lisle Park District who are personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered said instrument pursuant to the authority given by the Lisle Park District Board, as their free and voluntary act, and as the free and voluntary act and deed of said Board, as authorized by Resolution and as set forth in an Intergovernmental Agreement dated \_\_\_\_\_, 20\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Prepared and Submitted by:**  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, Illinois 60187

**EXEMPT UNDER PROVISIONS OF THE REAL ESTATE TRANSFER TAX  
LAW, 35 ILCS 200/31-45(b)**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer, Seller or Representative

**EXHIBIT A**  
**LEGAL DESCRIPTION**

That part of Lot 53 in Arboretum Woods, recorded April 21, 1978 as Document R78-33315, being a Subdivision of part of the North Half of Section 3, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois; bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.9999997935, described as follows:

Commencing at the southwest corner of said Lot 53; Thence North 88 Degrees 25 Minutes 39 Seconds East, along the south line of said Lot 53, also being the existing north right of way of Warrenville Road, 150.00 feet to the Point of Beginning; Thence North 01 Degree 34 Minutes 21 Seconds West, 45.00 feet to a line 45.00 feet north of and parallel with the south line of said Lot 53, also being said existing north right of way of Warrenville Road; Thence North 88 Degrees 25 Minutes 39 Seconds East along said parallel line, 185.51 feet; Thence South 80 Degrees 43 Minutes 03 Seconds East, 7.96 feet to the east line of said Lot 53; Thence South 05 Degrees 14 Minutes 29 Seconds West, 43.81 feet to said existing north right of way of Warrenville Road; Thence South 88 Degrees 25 Minutes 39 Seconds West, along said existing north right of way, 188.14 feet to the Point of Beginning.

Said parcel contains 0.197 acres, more or less.

**EXHIBIT B**

P.I.N.

08-03-200-005

Parcel

0004 TE-A&amp;B

County

DuPage

Street Address

North side of Warrenville Road

East of White Birch Drive

Lisle, Illinois 60532

Section

14-00124-04-BR

CH #3

Warrenville Rd over East Branch

DuPage River

FOR RECORDER'S USE ONLY

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE WITNESSETH, That the Grantor, **Lisle Park District**, an Illinois Park District and a unit of local government for and in consideration of Five Thousand Five Hundred Dollars (\$5,500.00) hereby represents that it owns the fee simple title to and grants the temporary right, easement and privilege to enter upon the following described land unto the **County of DuPage**, State of Illinois, Grantee, for the use of the DuPage County Division of Transportation, its employees, representative, agents, contractors and engineers, for the purpose of roadway construction and other highway purposes, on, over, and through the following described real estate:

**See Legal Description attached hereto as "Exhibit A"**

**Address: north side of Warrenville Road, east of White Birch Drive, Lisle, IL 60532**

This easement shall be in effect for a period of five (5) years from the date of award of the construction contract or commencement of construction operations, whichever occurs later.

Said construction work to be completed as specified in the plans as prepared by DuPage County Division of Transportation and in conformance with the IGA approved by both parties dated\_\_\_\_\_.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## LISLE PARK DISTRICT

By: \_\_\_\_\_

Title:

Attest:

Title: \_\_\_\_\_

[illegible]

I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Lisle Park District, an Illinois Park District and unit of local government, and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of the Lisle Park District who are personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered said instrument pursuant to the authority given by the Lisle Park District Board, as their free and voluntary act, and as the free and voluntary act and deed of said Board, as authorized by Resolution and as set forth in an Intergovernmental Agreement dated \_\_\_\_\_, 20\_\_\_\_, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

Commission expires

THIS DOCUMENT HAS BEEN PREPARED BY:  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187

**EXHIBIT B**  
**LEGAL DESCRIPTION**

**PARCEL 0004 TE-A:**

That part of Lot 53 in Arboretum Woods, recorded April 21, 1978 as Document R78-33315, being a Subdivision of part of the North Half of Section 3, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois; bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.9999997935, described as follows:

Commencing at the southwest corner of said Lot 53; Thence North 88 Degrees 25 Minutes 39 Seconds East, along the south line of said Lot 53, also being the existing north right of way line of Warrenville Road, 150.00 feet; Thence North 01 Degree 34 Minutes 21 Seconds West, 45.00 feet to a line 45.00 feet north of and parallel with said south line and said north right of way line to the point of beginning; Thence continuing, North 01 Degree 34 Minutes 21 Seconds West, 55.00 feet; Thence North 88 Degrees 25 Minutes 39 Seconds East, 185.49 feet, parallel with said south line and said north right of way line; Thence South 01 Degree 35 Minutes 35 Seconds East, 55.00 feet to said parallel line 45.00 feet north of Lot 53; Thence South 88 Degrees 25 Minutes 39 Seconds West, 185.51 feet along said parallel line to the point of beginning.

Said parcel contains 0.234 acres, more or less.

**PARCEL 0004 TE-B:**

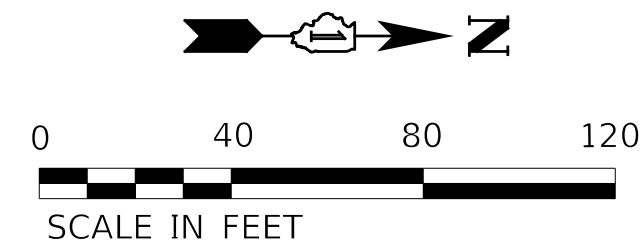
That part of Lot 53 in Arboretum Woods, recorded April 21, 1978 as Document R78-33315, being a Subdivision of part of the North Half of Section 3, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois; bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.9999997935, described as follows:

Commencing at the southwest corner of said Lot 53; Thence North 01 Degree 34 Minutes 21 Seconds West, 111.30 feet along the West line of said Lot 53; Thence North 88 Degrees 25 Minutes 39 Seconds East, parallel with the south line of said Lot 53, 35.50 feet; Thence North 46 Degrees 45 Minutes 08 Seconds East, 75.20 feet to the point of beginning; Thence, continuing, North 46 Degrees 45 Minutes 08 Seconds East, 225.94 feet; Thence North 06 Degrees 08 Minutes 57 Seconds West, 80.25 feet; Thence North 05 Degrees 08 Minutes 32 Seconds East, 533.53 feet to the north line of said Lot 53; Thence South 86 Degrees 59 Minutes 51 Seconds East, along said north line, 110.00 feet; Thence South 05 Degrees 08 Minutes 16 Seconds West, 361.41 feet; Thence North 86 Degrees 50 Minutes 47 Seconds West, 80.00 feet; Thence South 05 Degrees 08 Minutes 32 Seconds West, 171.39 feet; Thence South 06 Degrees 08 Minutes 57 Seconds East, 92.21 feet; Thence South 46 Degrees 45 Minutes 08 Seconds West, 207.16 feet; Thence South 88 Degrees 25 Minutes 39 Seconds West, 45.12 feet to the point of beginning.

Said parcel contains 1.239 acres, more or less.

EXHIBIT C

PART OF SECTION 3, T38N, R10E OF THE 3RD PM, LISLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.



15' VILLAGE OF LISLE EASEMENT  
DOC# R1978-033315

0002

PROP. RIGHT OF WAY

5' UTILITY EASEMENT PER  
DOC# R1978-033315

0002TE-B

35.00'  
N01°34'21"W

0003

WARENVILLE ROAD

0004

CL OF WARENVILLE ROAD  
ALSO NORTH LINE OF LOT 3

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**LISLE PARK DISTRICT**

**RESOLUTION NO. 031623**

**A Resolution Approving the Terms and Authorizing the Execution of an Intergovernmental Agreement with the County of DuPage Regarding the Conveyance of Certain Property and the Granting of Certain Temporary Construction Easements to the County of DuPage in Connection with Certain Improvements to the Warrenville Road Bridge in Lisle, Illinois**

WHEREAS, the County of Du Page ("County") intends to reconstruct the bridge carrying CH3/Warrenville Road over the East Branch of the DuPage River ("Bridge Reconstruction Project"); and

WHEREAS, the Lisle Park District owns, operates, and maintains certain park property located adjacent to the Bridge Reconstruction Project area commonly referred to as Arboretum Woods Park ("Park Property"); and

WHEREAS, the County has adopted, or hereafter will adopt, an ordinance determining that it is necessary, convenient, and in the best interests of the County that a portion of the Park Property (located in the south west corner of Arboretum Park) and legally described and depicted in the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference ("Subject Parcel"), be acquired by the County to facilitate the Bridge Reconstruction Project; and

WHEREAS, the County has further adopted, or hereafter will adopt, an ordinance determining that it is necessary, convenient, and in the best interests of the County to acquire a temporary construction easement over certain other portions of the Park Property (located on the western edge of Arboretum Park) and legally described and depicted in the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference ("Easement Premises"), in order to facilitate the County's Bridge Reconstruction Project; and

WHEREAS, following a series of extensive negotiations, the parties have agreed upon and prepared in draft form an agreement entitled "Intergovernmental Agreement Between the County of DuPage and Lisle Park District for Ch 3/Warrenville Road Bridge Replacement Over East Branch of DuPage River Section No. 14-00124-04-Br" ("Intergovernmental Agreement") that sets forth the respective rights and obligations of the parties with respect to the Bridge Reconstruction Project and the conveyances of Park Property necessitated by same; and

WHEREAS, the Park District has authority to transfer and convey the Subject Parcel and to grant a temporary construction easement across the Easement Premises to the County under the Local Government Property Transfer Act [50 ILCS 605/0.01 *et. seq.*] and under the Park District's general corporate powers, including the right to manage and control its property, as provided in the Park District Code [70 ILCS 1205/8-1]; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages units of local government to cooperate in the exercise of government functions.

WHEREAS, the Park District's Board of Park Commissioners has determined that it is in the best interests of the Park District and its residents to authorize the execution of the Intergovernmental Agreement, subject to the terms and conditions set forth therein.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Lisle Park District (the "Park Board"), as follows:

Section 1. The recitals set forth above are incorporated herein and made a part hereof.

Section 2. It is hereby determined that the Subject Parcel is no longer needed or useful for park or recreational purposes.

Section 3. It is hereby determined that it is necessary and in the best interests of the Park District and the public that the Park District convey the Subject Parcel to the County, and that the Park District grant to the County certain temporary construction easements on the Easement Premises, to enable the County to construct the Bridge Reconstruction Project.

Section 4. The form, terms, and provisions of the proposed "Intergovernmental Agreement," copies of which have been distributed to and considered by the Park Board at this meeting, are hereby approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute said agreement in the name of and on behalf of the Park District, substantially in the form presented at this meeting, with such modifications thereto as the President in consultation with the Park District's attorney shall approve, which approval shall be conclusively evidenced by the President's execution thereof.

Section 5. Upon presentation to the Park District of a certified copy of an ordinance adopted by the Board of Trustees of the County, previously described in this Resolution, the President and the Secretary of the Park Board are hereby authorized and directed to execute and deliver to the County, for and on behalf of the Park District, a quit claim deed to the Parcel, and all such further documents, certificates, instruments and other writings, as the President of the Park Board shall deem necessary or appropriate in consultation with legal counsel for the Park District, in connection with the conveyance of the Subject Parcel.

Section 6. Upon presentation to the Park District of a certified copy of an ordinance adopted by the Board of Trustees of the County, previously described in this Resolution, the President and the Secretary of the Park Board are hereby authorized and directed to execute and deliver to the County an agreement providing for the grant of one or more temporary construction easements on the Easement Premises, containing such terms and provisions to protect the interests of the Park District, including but not limited to appropriate insurance, indemnification and restoration provisions, as shall be approved by the President of the Park

Board in consultation with legal counsel for the Park District, and to execute and deliver, for and on behalf of the Park District, all such further documents, certificates, instruments and other writings, which may be necessary or appropriate in connection with the grant of the temporary construction easements.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption, as provided by law.

Adopted this 16<sup>th</sup> day of March, 2023, by the affirmative vote of two-thirds of the Park Commissioners of the Lisle Park District, as follows:

Roll call:

Ayes: HUMMEL, WESSEL, AUSTGER

Nays: COSTELLO

Absent: —

Abstain: —

Signature on File

President, Board of Park Commissioners

Attest: Signature on File

Secretary, Board of Park Commissioners

STATE OF ILLINOIS                 )  
                                                      ) ss  
COUNTY OF DU PAGE             )

**SECRETARY'S CERTIFICATE**

I, Dan Garvy, do hereby certify that I am Secretary of the Board of Park Commissioners of the Lisle Park District, and as such official, I am keeper of the records, ordinances, files and seal of said Park District, and

I hereby certify that the foregoing instrument is a true and correct copy of:

**A Resolution Approving the Terms and Authorizing the Execution of an Intergovernmental Agreement with the County of DuPage Regarding the Conveyance of Certain Property and the Granting of Certain Temporary Construction Easements to the County of DuPage in Connection with Certain Improvements to the Warrenville Road Bridge in Lisle, Illinois**

Adopted by a two-thirds vote of the Park Commissioners at a duly called Regular Meeting of the Board of Park Commissioners of the Lisle Park District, held at Lisle, Illinois, in said District at 7:00 p.m. on the 16<sup>th</sup> day of March, 2023.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location at which said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of said Park District at Lisle, Illinois this 16<sup>th</sup> day of March, 2023.

  
**Signature on File**

Dan Garvy, Secretary, Board of Park Commissioners  
Lisle Park District







## Transportation Resolution

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

**File #:** DT-R-0058-23

**Agenda Date:** 4/4/2023

**Agenda #:** 10.A.

AWARDING RESOLUTION  
ISSUED TO MANEVAL CONSTRUCTION COMPANY, INC.  
TO PROVIDE PARKING LOT IMPROVEMENTS  
FOR THE DUPAGE COUNTY FAIRGROUNDS  
FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$353,014.45,  
COUNTY TO BE REIMBURSED 100%)

WHEREAS, the County of DuPage has published a contract proposal for the 2023 DuPage County Fairgrounds-Parking Lot Improvements, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2023 fiscal year provides for the construction and maintenance of the County's parking lots; and

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

<u>NAME</u>	<u>BID AMOUNT</u>
Maneval Construction Company, Inc.	\$ 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
; and	

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Maneval Construction Company, Inc. for their submission of the lowest, most responsible bid in the amount of \$353,014.45.

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

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

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

Enacted and approved this 11th day of April, 2023 at Wheaton, Illinois.

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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

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

03/29/2023

Wheaton, IL 60187

CITY, STATE, ZIP

DATE

CITY, STATE, ZIP

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			41507			11/30/2027		11/30/2028		Wheaton, IL			
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION		
FY23-100-5000-1071-54050			-HAVAACCESS22-54050			DPC Fairgrounds Parking Lot Improvements					353,014.45		
						Section N/A							
										TOTAL	\$353,014.45		

VENDOR

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

COMMITTEE APPROVAL	DATE
Transportation	04/04/23
County Board	04/11/23

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

\*\*\*FAIRGROUNDS PARKING LOT \*\*\*

Signature on File

3/29/2023  
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: 3/27/23

Bid/Contract/PO #:

Company Name: <u>Maneval Construction</u>	Company Contact: <u>Scott Budach</u>
Contact Phone: <u>815-355-0356</u>	Contact Email: <u>budach@manevalpaying.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 the requirements.

**Signature on File**

Authorized Signature

Printed Name

Deborah Maneval

Title

President

Date

3/27/23

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



## Authorization to Travel

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

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**File #:** 23-1292

**Agenda Date:** 4/4/2023

**Agenda #:** 11.A.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel  
Revised 1-08-2019

REQUEST DATE:	4/4/2023
NAME:	Signature on File
TITLE:	Director of Transportation/ County Engineer
DEPARTMENT:	Division of Transportation
ACCOUNT CODE:	1500-3500
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
To attend the 2023 Spring meeting of the Illinois Association of County Engineers. This is one of two meetings held on an annual basis, for County Engineers and speakers from IDOT, the FHWA and others, which keeps the County Engineers up to date on various transportation related topics.	
DESTINATION: Bloomington, Illinois	
DATE OF DEPARTURE:	5/8/2023
DATE OF RETURN ARRIVAL:	5/10/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$200.00
TRANSPORTATION:	\$0.00
LODGING	\$375.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$150.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$162.25
TOTAL	\$887.25

### REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File \_\_\_\_\_  
(Signature)

Date: 3/22/23

Committee Name: \_\_\_\_\_  
ALL OVERNIGHT TRAVEL

Date: \_\_\_\_\_

County Board: \_\_\_\_\_  
ONLY OUT-OF-STATE TRAVEL

Date: \_\_\_\_\_

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



## Transportation Resolution

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

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**File #: 23-1367**

**Agenda Date: 4/4/2023**

**Agenda #: 12.A.**

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**DUPAGE  
COUNTY**

General  
630-407-6900

Maintenance  
630-407-6920

Permitting  
630-407-6900

Trails/Paths  
630-407-6900

## DIVISION OF TRANSPORTATION

630-407-6900  
Fax: 630-407-6901  
dot@dupageco.org

[www.dupageco.org/dot](http://www.dupageco.org/dot)

To: DuPage County Board Transportation Committee  
From: Sidney Kenyon, Senior Transportation Planner  
Date: March 31, 2023  
Subject: Commonwealth Edison Vegetation Management Look-Ahead, 2023-24  
Illinois Prairie Path and Great Western Trail

This memorandum provides the DuPage County Transportation Committee with information concerning planned vegetation maintenance activities by Commonwealth Edison (ComEd) along the Illinois Prairie Path (IPP) and Great Western Trail (GWT).

ComEd follows a vegetation management program that is designed to provide reliable electric service by minimizing plant and tree-related outages. Trimming and tree removal along the County's trail system presents a mutual concern to ComEd and the County. Vegetation management practices consider tree species, growth patterns, wire heights, proximity to wires, neighboring land use, tree health, and reliability conflicts. Vegetation maintenance programs follow industry standards which prescribe different trimming specifications for **transmission lines** (towers with high voltage) and **distribution lines** (poles/lines providing local service). ComEd has submitted to the Division of Transportation their schedule for vegetation maintenance activities along the IPP and the GWT for calendar years 2023 and 2024.

In 2023, ComEd plans to conduct transmission line maintenance, including mowing, trimming and removal of vegetation along the Aurora Branch of the IPP near Warrenville and Aurora (Districts 5 and 6), as well as along the Great Western Trail in various locations between Glendale Heights and West Chicago (Districts 4 and 6). To supplement those activities, spot-applications of herbicide will occur in this corridor strictly on an as-needed basis. ComEd also plans to perform cyclical vegetation management (trimming and spot tree removal) under electrical distribution wires in three locations. In 2023, the distribution line work will occur along the IPP Main Stem in Glen Ellyn (District 4), along the IPP Aurora Branch between Warrenville and Wheaton (Districts 4, 5, and 6), and on the IPP Batavia Spur in Aurora (District 5).

In addition to the planned transmission and distribution work described above, ComEd performs other reliability-based vegetation maintenance activities that may require focused trimming and removals. Any work associated with these programs would be coordinated on an individual basis. Finally, ComEd conducts vegetation maintenance activities related to emergencies. This may occur in cases where a power line is down, a utility pole needs replacement, or if vegetation has encroached on the power lines' clearance zone. These maintenance activities cannot be planned in advance.

More information about ComEd's Vegetation Management Program can be found online at [www.ComEd.com/Trees](http://www.ComEd.com/Trees). Please feel free to contact me if you have any questions or concerns.