



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, January 16, 2024

10:00 AM

Room 3500B

1. CALL TO ORDER

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

MOTION TO ALLOW REMOTE PARTICIPATION

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

| | |
|------------------|-------------|
| RESULT: | APPROVED |
| MOVER: | Liz Chaplin |
| SECONDER: | Lucy Evans |

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [24-0176](#)

DuPage County Transportation Committee Minutes-Tuesday December 5, 2023.

| | |
|------------------|-------------|
| RESULT: | APPROVED |
| MOVER: | Mary Ozog |
| SECONDER: | Liz Chaplin |

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0003-24](#)

Recommendation for the approval of a contract to Alfred Benesch & Company, for Professional Construction Engineering Services for improvements at the Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR, for the period of January 23, 2024 through November 30, 2026, for a contract total not to exceed \$863,321. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification- based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

6.B. [DT-P-0004-24](#)

Recommendation for approval of a contract to VariTech Industries, to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks, as needed for the Division of Transportation, from January 24, 2024 through November 30, 2024; for a contract not to exceed \$92,376.56. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract #031423).

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

7. CHANGE ORDERS

7.A. [24-0178](#)

Vulcan, Inc. P.O. #5767-SERV - Decrease remaining encumbrance and close contract to furnish and deliver sign posts for the Division of Transportation; contract expired on 3/31/2023.

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Liz Chaplin

7.B. [24-0337](#)

DT-P-0197A-22 - Amendment to Resolution DT-P-0197-22, issued to Rush Truck Centers of Illinois, Inc., for the purchase of eight (8) plow trucks with snow and ice equipment for the Division of Transportation, to increase the contract by \$29,152, resulting in an amended contract total amount of \$2,376,714, an increase of 1.24%.

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

8. RESOLUTIONS

8.A. [DT-R-0004-24](#)

Recommendation for Adoption of the Transportation Mobility Framework.

Chair Ozog asked Chief Transportation Planner John Loper if he would like to give a review, which he did.

Member Zay requested more time to review the documents and asked to postpone the vote until the next Transportation Committee meeting on February 6th, 2024. Chair Ozog made a motion to postpone the vote, and Member Chaplin seconded, the motion carried with all "ayes".

| | |
|----------------|----------|
| RESULT: | DEFERRED |
|----------------|----------|

8.B. [DT-R-0007-24](#)

Recommendation for approval of an agreement with Libertyville Township, for the purchase of wetland bank credits for the replacement of the bridge carrying Geneva Road over the West Branch of the DuPage River, in the amount of \$28,470.

Discussion held.

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

9. INTERGOVERNMENTAL AGREEMENTS

9.A. [DT-R-0005-24](#)

Intergovernmental Agreement between the County of DuPage and Village of Hanover Park to extend road resurfacing beyond County Right-of-Way on multiple side streets along Army Trail Road, within the Village. County to be reimbursed \$4,133.00.

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

9.B. [DT-R-0006-24](#)

Local Public Agency Agreement for Federal Participation between the County of DuPage and the Illinois Department of Transportation, for improvements along CH 21/Geneva Road over the West Branch of the DuPage River, Section 18-00206-10-BR, for an estimated County cost of \$1,552,107.

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

10. GRANT PROPOSAL NOTIFICATION

10.A. [24-0363](#)

GPN 006-24 Unified Work Program (UWP) Competitive Grant-DuPage County Bicycle and Pedestrian Plan (Public Engagement and Existing Conditions)–Chicago Metropolitan Agency for Planning–USDOT/FHWA- \$148,950 (\$100,000 Federal).

Senior Transportation Planner Sidney Kenyon gave a brief overview of the grant and that the Division of Transportation would like to use the funds to update its bicycle and pedestrian plan, if it receives the grant.

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

11. OLD BUSINESS

Member Chaplin mentioned that she spoke with one of the Transportation interns over the weekend and they commented on how much they have learned from the County's staff during their internship.

12. NEW BUSINESS

Acting Transportation Director Bill Eidson advised the Committee on the affects of the weather on our roads over the weekend.

He also introduced the Transportation Department's new Finance Manager, Gerald Smith II, who comes to us from the Finance Department.

13. ADJOURNMENT

A motion was made by Chair Ozog and seconded by Member Evans to adjourn the meeting at 10:15 a.m. The motion carried on roll call all “ayes”.



Minutes

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

File #: 24-0176

Agenda Date: 1/16/2024

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, December 5, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

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

Chair Ozog appointed Member Dawn DeSart and Member Paula Deacon-Garcia as members of the Transportation Committee for the purposes of a quorum.

2. ROLL CALL

As the roll call was being performed, Member Zay entered the room and Chair Ozog de-commissioned Member Deacon-Garcia.

| | |
|----------------|--------------------------------|
| PRESENT | Evans, Ozog, Zay, and DeSart |
| ABSENT | Chaplin, Covert, and Tornatore |

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog brought up the topic of an email sent to County Board members regarding DOT crews tree trimming along the Illinois Prairie Path, just north of Geneva Road.

Director Snyder introduced Senior Transportation Planner, Sid Kenyon, who gave an overview of his visit to the site this morning. Mr. Kenyon explained that the 6 foot buffer zone mentioned in the email is for mowing purposes and the Trails Maintenance Policy allows tree trimming beyond six (6) feet for safety and to address invasive species, such as the Buckthorn which were being trimmed back. DOT will be emailing a response with this explanation.

Director Snyder also gave an overview of the Trails Plan currently under development. A focus of the Trails Plan will be active management of vegetation along the trails to work toward removal of invasive species and replacing with more appropriate plants. One example is the grant recently received to plant oak trees.

Committee members were generally supportive of the targeted removal of invasives, replanting areas of invasive removals with appropriate species, and emphasized that safety (sight lines, clear zones) along the trail shall be prioritized.

4. PUBLIC COMMENT

One public comment was offered by Mr. David Barcus, a Wheaton resident who is an advocate with Dark Sky Chicago. He reviewed a national move to warmer lighting, for exterior lighting. He also brought up the technology of dimming exterior lighting to reduce light pollution.

5. APPROVAL OF MINUTES

5.A. [24-0006](#)

DuPage County Transportation Committee Minutes-Tuesday November 21, 2023.

| | |
|------------------|-----------|
| RESULT: | APPROVED |
| MOVER: | Mary Ozog |
| SECONDER: | Jim Zay |

6. PROCUREMENT REQUISITIONS

6.A. [DT-P-0001-24](#)

Recommendation for the approval of a contract to Ciorba Group, Inc., for Professional Phase II Design Engineering Services for the bridge replacement project on CH 11/Army Trail Road bridge over West Branch DuPage River, Section 21-00240-09-BR, for a contract total not to exceed \$660,323.04. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Mary Ozog |
| SECONDER: | Jim Zay |

7. AWARDING RESOLUTIONS

7.A. [DT-R-0001-24](#)

Awarding Resolution issued to Homer Tree Service, Inc. for the removal of trees in advance of planned 2024 bridge and/or roadway improvements, Section 23-0TREE-01-LS, for an estimated County cost of \$90,862; Per lowest responsible bid.

Member Zay asked Director Snyder what was the allowable time frame for tree removal, in order to not affect the habitat of the Northern Long-Eared Bat. Director Snyder told the committee that the time frame for tree removal is only allowed from Nov. 1st through March 31st.

| | |
|------------------|------------------------------|
| RESULT: | APPROVED AND SENT TO FINANCE |
| MOVER: | Mary Ozog |
| SECONDER: | Jim Zay |

8. DISCUSSION

FY 2024 Construction Program:

Director Snyder advised the Committee that there may be some adjustments to the 2024 Construction program, which may involve bringing forth some of the 2025 projects in place of any 2024 projects which may be unable to move forward due to unforeseen delays, such as permitting delays, land acquisition and plan readiness. County Engineer Bill Eidson may be

bringing forward some recommendations to the Committee as they occur.

9. OLD BUSINESS

Chair Ozog reminded the committee that this is the last Transportation Committee meeting for Director Snyder and thanked him for his service.

Member Evans asked if the street lighting being proposed along 91st Street as part of the Willowbrook Corners improvements will have the dimming capability. Discussion was held.

When member Zay left the room, Member Garcia was appointed by Chair Ozog as his replacement, for the purposes of a quorum.

10. NEW BUSINESS

Member DeSart thanked Director Snyder and Bill Eidson for meeting with the residents of District 5 regarding their 75th Street noise concerns and giving them some potential options. They appreciated the County's willingness to meet and listen to their concerns.

Discussion was held.

11. ADJOURNMENT

Chair Ozog adjourned the meeting at 10:24 a.m.



File #: DT-P-0003-24

Agenda Date: 1/16/2024

Agenda #: 21.D.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND ALFRED BENESCH & COMPANY
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
GENEVA ROAD BRIDGE OVER THE WEST BRANCH DUPAGE RIVER
SECTION 18-00206-10-BR
(CONTRACT TOTAL NOT TO EXCEED \$863,321.00;
COUNTY TO BE REIMBURSED UP TO \$560,000.00)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for improvements at Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR; and

WHEREAS, Alfred Benesch & Company (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Construction Engineering Services, and is willing to perform the required services for an amount not to exceed \$863,321.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for a contract period of January 23,2024 through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Alfred Benesch & Company be hereby accepted and approved for a contract total not to exceed \$863,321.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; and

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

BE IT FURTHER RESOLVED, that seven (7) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

| | | | |
|---------------------|-----------------------|----------------|---------------------------------|
| Local Public Agency | County | Section Number | Job Number |
| DuPage County | DuPage | 18-00206-10-BR | C-91-312-19 |
| Project Number | Contact Name | Phone Number | Email |
| T7SU(571) | William C. Eidson, PE | (630) 407-6900 | william.eidson@dupagecounty.gov |

SECTION PROVISIONS

| | | | |
|-------------------------------|------------------|---------|--|
| Local Street/Road Name | Key Route | Length | Structure Number |
| Geneva Road | FAU 1397 (CH 21) | 0.22 mi | 022-3093 |
| Location Termini | | | <input type="button" value="Add Location"/> |
| over West Branch DuPage River | | | <input type="button" value="Remove Location"/> |

Project Description

Geneva Road over West DuPage River bridge replacement

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

| | | | |
|----------------------------------|-------------------|----------------|--------------------------|
| Prime Consultant (Firm) Name | Contact Name | Phone Number | Email |
| Alfred Benesch & Company | David Cuthbertson | (773) 908-7546 | dcuthbertson@benesch.com |
| Address | City | State | Zip Code |
| 35 West Wacker Drive, Suite 3300 | Chicago | IL | 60601 |

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- BC 775 and BC 776
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
- Specific Rate
- Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

| Prime Consultant (Firm) Name | TIN/FEIN/SS Number | Agreement Amount |
|------------------------------|--------------------|------------------|
| Alfred Benesch & Company | 36-2407363 | \$808,670.00 |

| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
|-------------------------------|--------------------|------------------|
| Material Solutions Laboratory | | \$54,651.00 |
| Subconsultant Total | | \$54,651.00 |
| Prime Consultant Total | | \$808,670.00 |
| Total for all work | | \$863,321.00 |

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

| | | | |
|---------------------|------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| DuPage County | Alfred Benesch & Company | DuPage | 18-00206-10-BR |

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with IDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.
11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|------------------------------|--------|----------------|
| DuPage County | Alfred Benesch & Company | DuPage | 18-00206-10-BR |

cannot be resolved to the satisfaction of all parties in the field.

17. Schedule final inspection with Contractor and DuPage County

18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the municipality.

POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR 05514.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversight of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope of work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|------------------------------|--------|----------------|
| DuPage County | Alfred Benesch & Company | DuPage | 18-00206-10-BR |

**EXHIBIT B
PROJECT SCHEDULE**

| |
|---|
| Anticipated IDOT letting 03/08/2024 |
| Anticipated construction contract award 03/2024 |
| Construction contract execution 03/2024 |
| Anticipated pre-construction meeting 04/2024 |
| Anticipated start of construction 05/2024 |
| Anticipated completion date 11/2025 |

Phase III (Construction Engineering) Scope of Services

Project Name: **Geneva Road Bridge Reconstruction**
Section No.: **18-00206-10-BR**
Project No.: **T7SU(571)**
IDOT Contract No.: **61J30**

PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with IDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.

11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that cannot be resolved to the satisfaction of all parties in the field.
17. Schedule final inspection with Contractor and DuPage County
18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the **municipality**.

POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR05611.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversight of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope of work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.

CONSTRUCTION ENGINEERING SERVICES
DuPage County DOT - Geneva Road Bridge Reconstruction
 Section No. 18-00206-10-BR
 CH 21

Benesch

| Position | Average Project Hrly. Rate | Pre-Construction | | | Construction | | | | | | | | | | | | | Post Construction | | | | Total Manhours | |
|--------------------------------|-------------------------------|-------------------|---------|-------|--------------|-------|-------|--------|--------|--------|--------|----------------|----------------|-----------|-----------|--------|-------|-------------------|-------|--------|--------|-------------------|--|
| | | 14-Apr-24 | 12-May | 9-Jun | 7-Jul | 4-Aug | 1-Sep | 29-Sep | 27-Oct | 24-Nov | 22-Dec | 2024 19-Jan | 2025 16-Feb | 16-Mar-25 | 13-Apr-25 | 11-May | 8-Jun | 6-Jul | 3-Aug | 31-Aug | 28-Sep | | |
| | | Project Principle | \$78.00 | | | | | | | | | | | | | | | | | | | | |
| Senior Project Manager | \$77.57 | 5 | 5 | 8 | 8 | 8 | 8 | 7 | 6 | 6 | 6 | 5 | 5 | 5 | 5 | 5 | 2 | | | | | 94 | |
| Resident Project Manager II | \$66.63 | 10 | 160 | 160 | 180 | 180 | 180 | 180 | 160 | 160 | 160 | 160 | 160 | 100 | 100 | 100 | 30 | 30 | 30 | 14 | | 2254 | |
| Construction Rep II | \$41.23 | | | 160 | 190 | 190 | 190 | 190 | 190 | 190 | 160 | 160 | 100 | | | | | | | | | 1720 | |
| Technical Manager - Structures | \$60.00 | 8 | 8 | 8 | 5 | 5 | 5 | 5 | 5 | 5 | | | | | | 5 | | | | | | 59 | |
| Senior Surveyor | \$60.10 | | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | | | | | 5 | | | | | | | 45 | |
| Senior Party Chief | \$45.30 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | | | | | 40 | | | | | | | 400 | |
| Vehicle Days | | 8 | 27 | 47 | 53 | 53 | 53 | 53 | 53 | 52 | 40 | 40 | 33 | 13 | 19 | 14 | 4 | 4 | 4 | 2 | 0 | 4572 | |
| Total Vehicle Days: 572 | | | | | | | | | | | | | | | | | | | | | | | |

Material Solutions Laboratory

| Position | Average Project Hrly. Rate | Pre-Construction | | | Construction | | | | | | | | | | | | | Post Construction | | | | Total Manhours |
|--------------------------------|-------------------------------|-------------------|---------|-------|--------------|-------|-------|--------|--------|----------------|----------------|--------|--------|--------|--------|--------|-------|-------------------|-------|--------|--------|-------------------|
| | | 14-Apr-24 | 12-May | 9-Jun | 7-Jul | 4-Aug | 1-Sep | 29-Sep | 27-Oct | 2023 24-Nov | 2024 22-Dec | 19-Jan | 16-Feb | 16-Mar | 13-Apr | 11-May | 8-Jun | 6-Jul | 3-Aug | 31-Aug | 28-Sep | |
| | | Project Executive | \$78.00 | | | | | | | | | | | | | | | | | | | |
| Project Manager | \$64.08 | | | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | | | | | 5 | | | | | | 45 |
| Level II Technician | \$49.00 | | | 20 | 20 | 20 | 30 | 30 | 30 | 20 | 20 | | | | | 10 | | | | | | 200 |
| Level II Technician - Shop Fab | \$38.49 | | 8 | | 8 | | | | | | | | | | | | | | | | | 16 |
| Administrative Assistant II | \$17.13 | | | | | | | | | | | | | | | | | | | | | 0 |
| Vehicle Days | | 0 | 1 | 3 | 4 | 3 | 4 | 4 | 4 | 4 | 3 | 3 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 261 |
| Total Vehicle Days: 31 | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------|--|----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Totals | | 63 | 226 | 406 | 461 | 453 | 463 | 462 | 441 | 431 | 351 | 325 | 265 | 105 | 150 | 125 | 32 | 30 | 30 | 14 | 0 | 4833 |
| Cumulative Totals | | 63 | 289 | 695 | 1156 | 1609 | 2072 | 2534 | 2975 | 3406 | 3757 | 4082 | 4347 | 4452 | 4602 | 4727 | 4759 | 4789 | 4819 | 4833 | 4833 | |

| | | | |
|---------------------|------------------------------|--------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| DuPage County | Alfred Benesch & Company | DuPage | 18-00206-10-BR |

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

| | | No | Yes |
|---|---|--------------------------|-------------------------------------|
| 1 | Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 | Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 | Was the scope of services for this project clearly defined? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4 | Was public notice given for this project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

| | | | |
|---|--|--------------------------|-------------------------------------|
| 5 | Do the written QBS policies and procedures cover conflicts of interest? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6 | Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7 | Do the written QBS policies and procedures discuss the methods of evaluation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Project Criteria | Weighting |
|---|-----------|
| Technical Approach & Key Considerations | 25% |
| Staffing Organization & Key Staff Capabilities | 25% |
| Firm Experience with Similar Projects | 20% |
| Experience Coordinating Projects with Multiple Agencies | 20% |
| Strategies to Ensure Timely Completion | 10% |

| | | | |
|---|---|--------------------------|-------------------------------------|
| 8 | Do the written QBS policies and procedures discuss the method of selection? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|---|--------------------------|-------------------------------------|

Selection committee (titles) for this project

Top three consultants ranked for this project in order

- | | |
|---|----------------|
| 1 | Alfred Benesch |
| 2 | Stantec |
| 3 | Michael Baker |

| | | | |
|----|--|-------------------------------------|-------------------------------------|
| 9 | Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10 | Were negotiations for this project performed in accordance with federal requirements. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11 | Were acceptable costs for this project verified? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12 | Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13 | Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14 | QBS according to State requirements used? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15 | Existing relationship used in lieu of QBS process? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|--|------------------------------|--------|--|
| DuPage County | Alfred Benesch & Company | DuPage | 18-00206-10-BR |
| 16 LPA is a home rule community (Exempt from QBS). | | | <input checked="" type="checkbox"/> <input type="checkbox"/> |

EXHIBIT C

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

CONSULTANT: Alfred Benesch & Company

PROJECT: Geneva Road over the West Branch of DuPage River Bridge Reconstruction

| Classification | Rate Range | | Reason for Adjustment/Addition/Deletion |
|---------------------------------|------------|---------|---|
| | Minimum | Maximum | |
| Project Principal | \$78.00 | \$86.00 | |
| Senior Project Manager | \$77.00 | \$86.00 | |
| Senior Resident Project Manager | \$75.00 | \$86.00 | |
| Resident Project Manager II | \$66.00 | \$86.00 | |
| Resident Project Manager I | \$57.00 | \$86.00 | |
| Construction Representative III | \$45.00 | \$86.00 | |
| Construction Representative II | \$41.00 | \$86.00 | |
| Construction Representative I | \$37.00 | \$86.00 | |
| Senior Surveyor | \$60.00 | \$86.00 | |
| Senior Party Chief | \$45.00 | \$86.00 | |
| Survey Assistant | \$26.00 | \$86.00 | |
| Construction Manager II | \$61.00 | \$86.00 | |
| Construction Manager I | \$51.00 | \$86.00 | |
| Project Engineer II | \$53.00 | \$86.00 | |
| Project Engineer I | \$43.00 | \$86.00 | |
| Intern | \$25.00 | \$86.00 | |
| Technical Manager I | \$58.00 | \$86.00 | |
| Technical Manager II | \$62.00 | \$86.00 | |
| | | | |

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Date: 7/14/23

signature

DAVID A. CUTHBERTSON
Print Name

Approved By COUNTY:

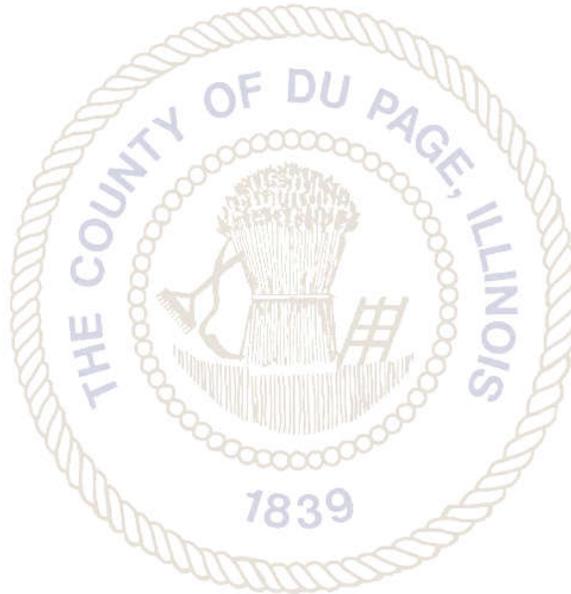
Signature on File

Date: 1/3/2024

Yifang Lu, Chief Highway Engineer

Exhibit C Notes

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





| | | |
|--|---|---|
| Local Public Agency Copunty of DuPage | County DuPage | Section Number 18-00206-10-BR |
| Prime Consultant (Firm) Name Alfred Benesch & Company | Prepared By David Cuthbertson | Date 3/30/2023 |
| Consultant / Subconsultant Name Alfred Benesch & Company | Job Number C-91-312-19 | |

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

| | | | | |
|----------------------|-----------|--------|--------------------------|---------|
| CONTRACT TERM | 30 | MONTHS | OVERHEAD RATE | 166.09% |
| START DATE | 4/1/2024 | | COMPLEXITY FACTOR | 0 |
| RAISE DATE | 1/15/2025 | | % OF RAISE | 2.00% |
| END DATE | 9/30/2026 | | | |

ESCALATION PER YEAR

| Year | First Date | Last Date | Months | % of Contract |
|------|------------|-----------|--------|---------------|
| 0 | 4/1/2024 | 1/15/2025 | 10 | 33.33% |
| 1 | 1/16/2025 | 1/15/2026 | 12 | 40.80% |
| 2 | 1/16/2026 | 9/15/2026 | 8 | 27.74% |

The total escalation = 1.88%

Local Public Agency

Copunty of DuPage

County

DuPage

Section Number

18-00206-10-BR

Consultant / Subconsultant Name

Alfred Benesch & Company

Job Number

C-91-312-19

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

| ITEM | ALLOWABLE | QUANTITY | CONTRACT RATE | TOTAL |
|---|---|----------|---------------|--------------------|
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost (Up to state rate maximum) | | | \$0.00 |
| Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost | | | \$0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | \$0.00 |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | \$0.00 |
| Vehicle Owned or Leased | \$32.50/half day (4 hours or less) or \$65/full day | 572 | \$65.00 | \$37,180.00 |
| Vehicle Rental | Actual Cost (Up to \$55/day) | | | \$0.00 |
| Tolls | Actual Cost | | | \$0.00 |
| Parking | Actual Cost | | | \$0.00 |
| Overtime | Premium portion (Submit supporting documentation) | 25 | \$13.00 | \$325.00 |
| Shift Differential | Actual Cost (Based on firm's policy) | | | \$0.00 |
| Overnight Delivery/Postage/Courier Service | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (In-house) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (Outside) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Project Specific Insurance | Actual Cost | | | \$0.00 |
| Monuments (Permanent) | Actual Cost | | | \$0.00 |
| Photo Processing | Actual Cost | | | \$0.00 |
| 2-Way Radio (Survey or Phase III Only) | Actual Cost | | | \$0.00 |
| Telephone Usage (Traffic System Monitoring Only) | Actual Cost | | | \$0.00 |
| CADD | Actual Cost (Max \$15/hour) | | | \$0.00 |
| Web Site | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Advertisements | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Facility Rental | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Exhibits/Renderings & Equipment | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Recording Fees | Actual Cost | | | \$0.00 |
| Transcriptions (specific to project) | Actual Cost | | | \$0.00 |
| Courthouse Fees | Actual Cost | | | \$0.00 |
| Storm Sewer Cleaning and Televising | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Traffic Control and Protection | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Aerial Photography and Mapping | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Utlility Exploratory Trenching | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Testing of Soil Samples | Actual Cost | | | \$0.00 |
| Lab Services | Actual Cost (Provide breakdown of each cost) | | | \$0.00 |
| Equipment and/or Specialized Equipment Rental | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| | | | | \$0.00 |
| TOTAL DIRECT COSTS: | | | | \$37,505.00 |



Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-1739
www.benesch.com
P 312-565-0450
F 312-565-2497

March 30, 2023

Mr. William Eidson, P.E.
Assistant County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

Subject: **Geneva Road Bridge Reconstruction – Overtime, Premium Portion**

Dear Mr. Eidson:

The 25 hours of overtime shown on form BDE 436 and on the CECS form BLR 5514 are estimated hours for work performed outside of the regular hours on a weekday or for anticipated work on the weekends. Overtime hours apply to the classification, Survey Assistant.

If you have any questions concerning this matter, you may contact me at (773) 908-7546.

Sincerely,

Alfred Benesch & Company

Signature on File

David A. Cuthbertson, P.E.
Senior Project Manager, Vice President



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 ANNIVERSARY RAISE

| | | |
|---|----------------------------------|---|
| Local Public Agency County of DuPage | County DuPage | Section Number 18-00206-10-BR |
| Prime Consultant (Firm) Name Alfred Benesch & Company | Prepared By Mike Boyle | Date 1/3/2024 |
| Consultant / Subconsultant Name Material Solutions Laboratory Corp. | Job Number C-91-312-19 | |

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

| | | | | | | |
|---------------|-------------|--------|--|--|-------------------|---------|
| CONTRACT TERM | 30 | MONTHS | | | OVERHEAD RATE | 176.46% |
| START DATE | 4/1/2024 | | | | COMPLEXITY FACTOR | 0 |
| RAISE DATE | ANNIVERSARY | | | | % OF RAISE | 2.00% |

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

15

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.50%

The total escalation for this project would be: 2.50%

Local Public Agency

County of DuPage

County

DuPage

Section Number

18-00206-10-BR

Consultant / Subconsultant Name

Material Solutions Laboratory Corp.

Job Number

C-91-312-19

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

| ITEM | ALLOWABLE | QUANTITY | CONTRACT RATE | TOTAL |
|--|---|----------|---------------|------------|
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost (Up to state rate maximum) | | | \$0.00 |
| Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost | | | \$0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | \$0.00 |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | \$0.00 |
| Vehicle Owned or Leased | \$32.50/half day (4 hours or less) or \$65/full day | 31 | \$65.00 | \$2,015.00 |
| Vehicle Rental | Actual Cost (Up to \$55/day) | | | \$0.00 |
| Tolls | Actual Cost | | | \$0.00 |
| Parking | Actual Cost | | | \$0.00 |
| Overtime | Premium portion (Submit supporting documentation) | 8 | \$25.92 | \$207.36 |
| Shift Differential | Actual Cost (Based on firm's policy) | | | \$0.00 |
| Overnight Delivery/Postage/Courier Service | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (In-house) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (Outside) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Project Specific Insurance | Actual Cost | | | \$0.00 |
| Monuments (Permanent) | Actual Cost | | | \$0.00 |
| Photo Processing | Actual Cost | | | \$0.00 |
| 2-Way Radio (Survey or Phase III Only) | Actual Cost | | | \$0.00 |
| Telephone Usage (Traffic System Monitoring Only) | Actual Cost | | | \$0.00 |
| CADD | Actual Cost (Max \$15/hour) | | | \$0.00 |
| Web Site | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Advertisements | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Facility Rental | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Exhibits/Renderings & Equipment | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Recording Fees | Actual Cost | | | \$0.00 |
| Transcriptions (specific to project) | Actual Cost | | | \$0.00 |
| Courthouse Fees | Actual Cost | | | \$0.00 |
| Storm Sewer Cleaning and Televising | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Traffic Control and Protection | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Aerial Photography and Mapping | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Utility Exploratory Trenching | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Testing of Soil Samples | Actual Cost | | | \$0.00 |
| Lab Services | Actual Cost (Provide breakdown of each cost) | | | \$0.00 |
| Equipment and/or Specialized Equipment Rental | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Lab Services - PCC Cylinder Breaks (Each) | | 64 | \$27.00 | \$1,728.00 |
| Lab Services-PCC, see BDE 436 (Lump Sum) | | 1 | \$8,030.00 | \$8,030.00 |
| Lab Services-SOIL, see BDE 436 (Lump Sum) | | 1 | \$2,270.00 | \$2,270.00 |
| | | | | \$0.00 |

TOTAL DIRECT COSTS:

BLR 05512 (Rev. 02/09/23) **\$14,250.36**



Mr. David Cuthbertson
Senior Project Manager/Vice President
Alfred Benesch & Company
35 W Wacker Dr #3300
Chicago, IL 60601

RE: DuPage County Project - Geneva Road over West Branch of DuPage River (18-00206-10-BR) -
Material Solutions Laboratory Corp. BDE 436 - Technician Overtime Pay

Dear Mr. Cuthbertson,

Per our agreement with Local 150, we are required to pay our union technicians overtime after 8 hours at 1.5 times their hourly rate. For the amount of overtime pay shown on the BDE 436 form, we estimated 4% of the total technician hours would be paid at this rate. This equates to 8 hours of overtime based on a total of 200 technician hours budgeted for this project.

Thank you for the opportunity to work with the Alfred Benesch & Company.

Thank You,

Signature on File

Daniel Tiltges
President

**ADDENDA #1
TO CONSTRUCTION ENGINEERING SERVICES AGREEMENT
FOR FEDERAL PARTICIPATION**

1.0 CONSULTANT'S INSURANCE

- 1.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 1.1.a **Worker's Compensation Insurance** in the statutory amounts.
 - 1.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
 - 1.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
 - 1.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

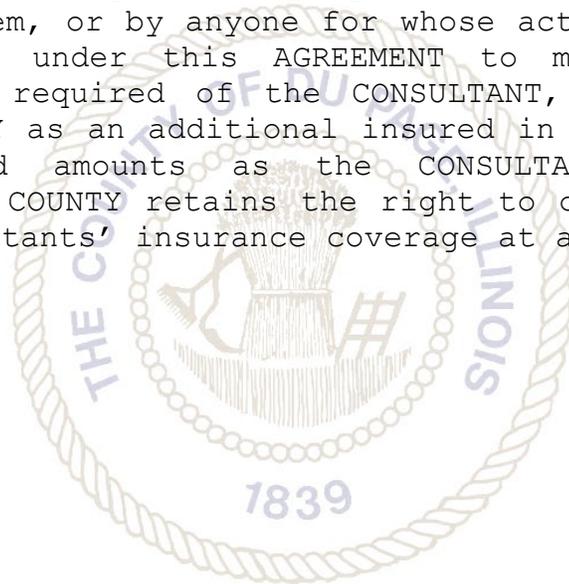
1.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement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

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

1.3 The coverage limits required under subparagraphs 1.1.c and 1.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 1.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for

cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 1.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 1.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.



**ADDENDA #2
TO CONSTRUCTION ENGINEERING SERVICES
AGREEMENT FOR FEDERAL PARTICIPATION**

If any provisions in this AGREEMENT conflict with this ADDENDA #2, the terms of this ADDENDA #2 shall control.

The ENGINEER acknowledges that this AGREEMENT includes federal participation and upon audit of this AGREEMENT by the STATE, the ENGINEER agrees to be bound by the STATE's audited maximum allowable amount, even if Notice to Proceed, has already been given, and the ENGINEER will not invoice the LA in excess of said amount.

All invoices to the LA shall include a remittance address. Each invoice shall be submitted on IDOT's Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the LA. Non-exempt employees are eligible for overtime compensation with proof of non-exempt status. Each invoice shall also include information referenced in paragraph 6. of BLR 05611 and a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The ENGINEER shall be required to submit a monthly progress report to the LA even if a monthly invoice is not submitted to the LA.



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

| SECTION 1: DESCRIPTION | | | |
|--|--|--------------------------------------|--|
| <i>General Tracking</i> | | <i>Contract Terms</i> | |
| FILE ID#: | RFP, BID, QUOTE OR RENEWAL #: | INITIAL TERM WITH RENEWALS: OTHER | INITIAL TERM TOTAL COST: \$863,321.00 |
| COMMITTEE: TRANSPORTATION | TARGET COMMITTEE DATE: 01/16/2024 | PROMPT FOR RENEWAL: | CONTRACT TOTAL COST WITH ALL RENEWALS: \$863,321.00 |
| | CURRENT TERM TOTAL COST: \$863,321.00 | MAX LENGTH WITH ALL RENEWALS: | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: Alfred Benesch & Company | VENDOR #: 10752 | DEPT: Division of Transportation | DEPT CONTACT NAME: William Eidson |
| VENDOR CONTACT: David Cuthbertson | VENDOR CONTACT PHONE: 773-908-7546 | DEPT CONTACT PHONE #: 6900 | DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov |
| VENDOR CONTACT EMAIL: dcuthbertson@benesch.com | VENDOR WEBSITE: | DEPT REQ #: | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR starting date of January 23, 2024 through November 30, 2026, not to exceed \$863,321.00 | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide construction engineering services for improvements on Geneva Road at the West Branch of the DuPage River, including complete structure replacement under staged construction, roadway improvements, grading and retaining walls. | | | |

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

| SECTION 3: DECISION MEMO | |
|-------------------------------------|---|
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE |
| SOURCE SELECTION | Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 26 firms qualified to perform this work. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Alfred Benesch & Company is qualified and has the staff available to perform the work on behalf of the County. |
| RECOMMENDATION AND TWO ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Alfred Benesch & Company. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Alfred Benesch & Company is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services. |

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

| | | | |
|--|--------------------------------|---|---|
| <i>Send Purchase Order To:</i> | | <i>Send Invoices To:</i> | |
| Vendor: Do Not Send to Vendor | Vendor#: | Dept: Division of Transportation | Division: Finance |
| Attn: | Email: | Attn: DOT Finance | Email: DOTFinance@dupagecounty.gov |
| Address: | City: | Address: 421 N. County Farm Road | City: Wheaton |
| State: | Zip: | State: IL | Zip: 60187 |
| Phone: | Fax: | Phone: 630-407-6900 | Fax: 630-407-6901 |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: Alfred Benesch & Company | Vendor#: 10752 | Dept: | Division: |
| Attn: | Email: payments@benesch.com | Attn: | Email: |
| Address: 35 West Wacker Drive | City: Chicago | Address: | City: |
| State: IL | Zip: 60601 | State: | Zip: |
| Phone: 773-908-7546 | Fax: | Phone: | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Jan 23, 2024 | Contract End Date (PO25): Nov 30, 2026 |
| Contract Administrator (PO25): Kathleen Black Curcio | | | |

Purchase Requisition Line Details

| LN | Qty | UOM | Item Detail (Product #) | Description | FY | Company | AU | Acct Code | Sub-Accts/Activity Code | Unit Price | Extension |
|--|-----|-----|-------------------------|----------------|------|---------|------|-----------|-------------------------|-------------------|---------------|
| 1 | 1 | EA | | 18-00206-10-BR | FY24 | 1500 | 3550 | 54040 | GENEVA RD BR WB | 500,000.00 | 500,000.00 |
| 2 | 1 | EA | | 18-00206-10-BR | FY25 | 1500 | 3550 | 54040 | GENEVA RD BR WB | 300,000.00 | 300,000.00 |
| 3 | 1 | EA | | 18-00206-10-BR | FY26 | 1500 | 3550 | 54040 | GENEVA RD BR WB | 63,321.00 | 63,321.00 |
| <i>FY is required, assure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 863,321.00 |

| <i>Comments</i> | |
|----------------------|--|
| HEADER COMMENTS | Provide comments for P020 and P025. Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant. |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date 11/30/27. |
| 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



Required Vendor Ethics Disclosure Statement

Date: Jan. 02, 2024

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

Bid/Contract/PO #: _____

| | |
|---|--|
| Company Name: Alfred Benesch & Company | Company Contact: Andrew J. Keaschall |
| Contact Phone: 312-565-0450 | Contact Email: akeaschall@benesch.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 Andrew J. Keaschall

Title Senior Vice President

Date Jan. 02, 2024

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



Required Vendor Ethics Disclosure Statement

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

Date: 01/02/24

Bid/Contract/PO #: _____

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

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

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

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

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

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

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

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

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

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 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 **Daniel Tiltges** _____

Title **President** _____

Date **01/02/24** _____

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0004-24

Agenda Date: 1/16/2024

Agenda #: 21.E.

AWARDING RESOLUTION
ISSUED TO VARITECH INDUSTRIES
TO FURNISH AND DELIVER
FOUR (4) 12,500-GALLON DEICER STORAGE TANKS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$92,376.56)

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

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to VariTech Industries, from January 24, 2024 through November 30, 2024, to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver four (4) 12,500-gallon Deicer Storage Tanks for the Division of Transportation, is hereby approved for issuance to VariTech Industries, 501 E. Cliff Road, Burnsville, MN, 55337, for a contract total not to exceed \$92,376.56. Per Sourcewell Contract #031423.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

| SECTION 1: DESCRIPTION | | | |
|--|---|--|---|
| <i>General Tracking</i> | | <i>Contract Terms</i> | |
| FILE ID#: | RFP, BID, QUOTE OR RENEWAL #: Sourcewell #031423 | INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD | INITIAL TERM TOTAL COST: \$92,376.56 |
| COMMITTEE: TRANSPORTATION | TARGET COMMITTEE DATE: 01/16/2024 | PROMPT FOR RENEWAL: 3 MONTHS | CONTRACT TOTAL COST WITH ALL RENEWALS: \$92,376.56 |
| | CURRENT TERM TOTAL COST: \$92,376.56 | MAX LENGTH WITH ALL RENEWALS: ONE YEAR | CURRENT TERM PERIOD: INITIAL TERM |
| <i>Vendor Information</i> | | <i>Department Information</i> | |
| VENDOR: VariTech Industries | VENDOR #: 28750 | DEPT: Division of Transportation | DEPT CONTACT NAME: Roula Eikosidekas |
| VENDOR CONTACT: Jason Zeppelin | VENDOR CONTACT PHONE: 320-759-7309 | DEPT CONTACT PHONE #: 630-407-6920 | DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov |
| VENDOR CONTACT EMAIL: jzeppelin@varitech-industries.com | VENDOR WEBSITE: | DEPT REQ #: 24-1500-02 | |
| <i>Overview</i> | | | |
| DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT is requesting a purchase order to VariTech Industries, to furnish and deliver four (4) 12,500 gallon Deicer Storage Tanks, for a contract total not to exceed \$92,376.56, per Sourcewell Contract #031423. | | | |
| JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This purchase will allow DOT to store Anti-Icing and De-icing liquids used in the treatment of roadways during winter weather operations. Liquid deicers help to reduce the amount of salt used on our roadways which in turn benefits the environment. This purchase will replace 3 tanks that have reached the end of their useful life, and will add an additional tank to our inventory. | | | |

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

| SECTION 3: DECISION MEMO | |
|-------------------------------------|--|
| STRATEGIC IMPACT | Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE |
| SOURCE SELECTION | Describe method used to select source. This contract was setup using the cooperative Sourcewell Contract #031423. |
| RECOMMENDATION AND TWO ALTERNATIVES | Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. DOT staff recommends issuing a purchase order to VariTech, using Sourcewell Contract #031423. 2. The Sourcewell Cooperative has proven to be a cost savings over going out to bid. |

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

| | | | |
|--|---|---|---|
| <i>Send Purchase Order To:</i> | | <i>Send Invoices To:</i> | |
| Vendor: VariTech Industries | Vendor#: 28750 | Dept: Division of Transportation | Division: Accounts Payable |
| Attn: Jason Zeppelin | Email: jzeppelin@varitech-industries.com | Attn: Kathy Curcio | Email: DOTFinance@dupagecounty.gov |
| Address: 501 E. Cliff Road | City: Burnsville | Address: 421 N. County Farm Road | City: Wheaton |
| State: MN | Zip: 55337 | State: IL | Zip: 60187 |
| Phone: 320-759-7309 | Fax: | Phone: 630-407-6892 | Fax: |
| <i>Send Payments To:</i> | | <i>Ship to:</i> | |
| Vendor: VariTech Industries | Vendor#: 28750 | Dept: Division of Transportation | Division: Highway Maintenance |
| Attn: | Email: | Attn: David Koehler | Email: david.koehler@dupagecounty.gov |
| Address: 501 E. Cliff Road | City: Burnsville | Address: 140 N. County Farm Road | City: Wheaton |
| State: MN | Zip: 55337 | State: IL | Zip: 60187 |
| Phone: 320-759-7309 | Fax: | Phone: 630-407-6926 | Fax: |
| Shipping | | Contract Dates | |
| Payment Terms: PER 50 ILCS 505/1 | FOB: Destination | Contract Start Date (PO25): Jan 24, 2024 | Contract End Date (PO25): Nov 30, 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 | 1169001-SNY | (4) 12500 Deicer Tanks & Parts | FY24 | 1500 | 3510 | 54130 | | 92,376.56 | 92,376.56 |
| <i>FY is required, assure the correct FY is selected.</i> | | | | | | | | | | Requisition Total | \$ 92,376.56 |

| <i>Comments</i> | |
|----------------------|---|
| HEADER COMMENTS | Provide comments for P020 and P025. To furnish and deliver four (4) 12,500 gallon Deicer Tank for the DOT. |
| SPECIAL INSTRUCTIONS | Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Jason Zeppelin, Jason Walsh, David Koehler and Mike Figuray. |
| INTERNAL NOTES | Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above. |
| APPROVALS | Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB. |

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

Sales Quotation



VariTech Industries Inc.
 A subsidiary of FORCE America, Inc.
 501 East Cliff Road
 Burnsville, MN 55337
 (952) 707-1300

QUOTE
QT060-1022107-8

DATE
 12/8/2023
 PAGE
 2 OF 4

SOLD TO
001280
Dupage County Div Of Trans
 180 N County Farm Road
 Wheaton IL 60187
 USA

SHIP TO
2594
Dupage County Div Of Trans
 180 N County Farm Road
 Wheaton IL 60187
 USA

| | |
|--|--|
| Expiration Date: 12/8/2023 Customer Ref.: 12,500 VST Customer P/O: Customer Contact: Payment Terms: Net 30 Days Sales Rep: Taylor, Michael C F.O.B.: Alexandria, MN | Ship From: VariTech Industries Inc Site 160 4115 Minnesota Street Alexandria MN 56308-3328 USA |
|--|--|

NOTES

Sourcewell Contract# 031423-VAR

| | PRODUCT / DESCRIPTION | QTY | U/M | PRICE | EXTENSION |
|---|---|-----|-----|-----------|-----------|
| 1 | 1169001 SNY 12500 Gal 142" D x 198" H Deicer Tank 3" Bulkhead SNY-VST-12500-Deicer Tank | 4 | EA | 19,500.00 | 78,000.00 |
| 2 | 1104464 Rev. A 3"FTH SS Bolted Tank FTG EPDM Gasket SNY TAN-300BOLT-SS | 8 | EA | 325.00 | 2,600.00 |
| 3 | 1104133 Rev. A SNY TAN-300siphon-FT 341149 | 4 | EA | 225.00 | 900.00 |
| 4 | 1193988 18" Mushroom Vent Assy with Mesh Screen, No Fitting Required SNY TAN-MUSHROOMVENT-18 | 4 | EA | 375.00 | 1,500.00 |
| 5 | 1109656 Sight gage Assembly includes 2-3/4 fittings, 2- 3/4 nipples, 2- hose barbs and clamps, flex tube and EPDM gaskets SNY 34700198 NPN | 4 | EA | 242.00 | 968.00 |
| 6 | 1109656 3/4 valve for sight gauge assembly. includes valve, nipple, and EPDM "O" rings. SNY 34700207 NPN | 4 | EA | 119.00 | 476.00 |
| 7 | 1024139 3" Mth X Fth 90 Pp Street Elbow NPNX224 | 4 | EA | 65.00 | 260.00 |
| 8 | 1064376 2" Fcam X 2" Hb Pp Female Camlock Adapter LDS 1245X001 | 28 | EA | 20.82 | 582.96 |

Continued

**Solicitation Number: RFP #031423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and VariTech Industries, Inc., 4115 Minnesota Street, Alexandria, MN 56308 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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



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: 12/11/23

Bid/Contract/PO #: _____

| | |
|-----------------------------------|--|
| Company Name: VariTech Industries | Company Contact: Jason Zeppelin |
| Contact Phone: 320-759-7309 | Contact Email: jzeppelin@varitech-industries.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

Matthew Loeffler

Title

VP of Products & Engineering

Date

12-11-2023

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



Change Order

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

File #: 24-0178

Agenda Date: 1/16/2024

Agenda #: 21.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 1/1/16 CB 1/23

Date: Dec 7, 2023

MinuteTraq (IQM2) ID #: _____

| | | | |
|---|---|---------------------------------------|-----------------------------------|
| Purchase Order #: 5767-SERV | Original Purchase Order Date: Apr 15, 2022 | Change Order #: 1 | Department: Transportation |
| Vendor Name: Vulcan Inc. | Vendor #: 10661 | Dept Contact: Ying Liu Almanza | |
| Background and/or Reason for Change Order Request: | Contract to furnish and deliver sign posts for the Sign Shop. (04/14/22 - 03/31/23) Decrease remaining encumbrance and close contract. | | |
| IN ACCORDANCE WITH 720 ILCS 5/33E-9 | | | |

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

| INCREASE/DECREASE | | |
|-------------------|--|---------------|
| A | Starting contract value | \$105,000.00 |
| B | Net \$ change for previous Change Orders | |
| C | Current contract amount (A + B) | \$105,000.00 |
| D | Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease | (\$77,522.15) |
| E | New contract amount (C + D) | \$27,477.85 |
| F | Percent of current contract value this Change Order represents (D / C) | -73.83% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | -73.83% |

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

| | | | | |
|------------------------------------|-----------|-------------------|-------------------------------------|-----------|
| yla <i>yla</i> | 6911 | Dec 7, 2023 | <i>WLS</i> | 12/7/23 |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext |
| REVIEWED BY (Initials Only) | | | | |
| Buyer | Date | <i>MCA</i> | Procurement Officer | 12/28/23 |
| Chief Financial Officer | Date | Chairman's Office | (Decision Memos Over \$25,000) | Date |



Change Order

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

File #: 24-0337

Agenda Date: 1/16/2024

Agenda #: 21.F.

DT-P-0197A-22
AMENDMENT TO RESOLUTION DT-P-0197-22
ISSUED TO RUSH TRUCK CENTERS OF ILLINOIS, INC.
TO FURNISH EIGHT (8) PLOW TRUCKS WITH SNOW & ICE EQUIPMENT
FOR THE DIVISION OF TRANSPORTATION
(ACCOUNTING ADJUSTMENT AND INCREASE OF \$29,152.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0197-22 on June 28th, 2022, issued to Rush Truck Centers of Illinois, Inc., to furnish and deliver eight (8) plow trucks with snow and ice equipment for the Division of Transportation; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is \$2,347,562.00; and

WHEREAS, an increase in the amount of \$29,152.00 is necessary to process the revised build order; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract was signed, due to the model year trucks no longer being built, therefore the new 2025 models will need to be ordered in place; and

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

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-P-0197-22 is amended to reflect a cost of \$2,376,714.00 instead of and in place of a costs of \$2,347,562.00, an increase of \$29,152.00, +1.24%.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DOT 1/16
FI + OB 1/23



Request for Change Order
Procurement Services Division

Attach copies of all prior Change Orders

Date: Jan 3, 2024

MinuteTraq (IQM2) ID #:

| | | | |
|---|---|--------------------------|---|
| Purchase Order #: 5896-SERV | Original Purchase Order Date: Mar 1, 2021 | Change Order #: 1 | Department: Division of Transportation |
| Vendor Name: Rush Truck Centers of Illinois, Inc. | | Vendor #: 13272 | Dept Contact: Ying Liu Almanza |
| Background and/or Reason for Change Order Request: | To furnish and deliver eight (8) Plow Trucks with Snow and Ice Equipment for DOT. 1) Increase contract by \$29,152.00. 2) Change Line 1 and Line 2 from FY23 to FY24. 3) Add \$7,288.00 to Line 1 (1500-3510-54120) and add \$21,864.00 to Line 2 (1500-3510-54120) due to a marketing price increase. | | |
| IN ACCORDANCE WITH 720 ILCS 5/33E-9 | | | |

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

| INCREASE/DECREASE | | |
|-------------------|--|----------------|
| A | Starting contract value | \$2,347,562.00 |
| B | Net \$ change for previous Change Orders | |
| C | Current contract amount (A + B) | \$2,347,562.00 |
| D | Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease | \$29,152.00 |
| E | New contract amount (C + D) | \$2,376,714.00 |
| F | Percent of current contract value this Change Order represents (D / C) | 1.24% |
| G | Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) | 1.24% |

DECISION MEMO NOT REQUIRED

Cancel entire order
 Close Contract
 Contract Extension (29 days)
 Consent Only

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

Decrease remaining encumbrance and close contract
 Increase encumbrance and close contract
 Decrease encumbrance
 Increase encumbrance

DECISION MEMO REQUIRED

Increase (greater than 29 days) contract expiration from: _____ to: _____

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source 1500-3510-54120

OTHER - explain below:

LN3 (FY24) 1500-3510-54120 / LN4 (FY24) 1500-3510-54120

| | | | | | |
|---|-----------|---|-------------------------------------|-----------|-----------------|
| <u>yla bcs</u> | 6911 | Jan 3, 2024 | <u>WCE</u> | 6890 | <u>1/5/2024</u> |
| Prepared By (Initials) | Phone Ext | Date | Recommended for Approval (Initials) | Phone Ext | Date |
| REVIEWED BY (Initials Only) | | | | | |
| | | | <u>WCE</u> | | <u>1/11/24</u> |
| Buyer | Date | Procurement Officer | Date | | |
| Chief Financial Officer (Decision Memos Over \$25,000) | Date | Chairman's Office (Decision Memos Over \$25,000) | Date | | |



Decision Memo
Procurement Services Division

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

Date: Jan 4, 2024

MinuteTraQ (IQM2) ID #: _____

Department Requisition #: 5896-1-SERV

| | |
|---|-----------------------------------|
| Requesting Department: Division of Transportation | Department Contact: Figuray, Mike |
| Contact Email: michael.figuray@dupagecounty.gov | Contact Phone: (630) 407-6924 |
| Vendor Name: Rush Truck Centers of Illinois, Inc. | Vendor #: 13272 |

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 5896-1-SERV in an amount of \$29,152.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 DuPage County Division of Transportation ordered eight (8) plow trucks in 2022 with an expected delivery date of 2024. They were intended to be 2024 model year trucks (built in 2023). Those build slots are no longer available, and now Rush Truck Center advised that these will need to be 2025 model year trucks (built in 2024). This comes with a price increase of \$3,644.00 per truck.

Strategic Impact
 Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 These eight (8) plow trucks will be used for snow and ice removal along with other additional seasonal jobs by DuPage County.

Source Selection/Vetting Information - Describe method used to select source.
 State of Illinois/CMS Bid Buy Contract 19-416CMS-BOSS4-P-8607.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 DuPage County Division of Transportation staff recommends approval of a change order request to increase the Rush Truck Center contract 5896-1-SERV in the amount of \$29,152.00 (\$3,644.00 per truck).

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.



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
217-718-2200

Retail Sales Order

| SALES ORDER | | Date 12/25/2023 | |
|--|--|--|--|
| Please enter my order for the following: <input type="checkbox"/> New <input type="checkbox"/> F.E.T. Applicable <input type="checkbox"/> Used <input checked="" type="checkbox"/> F.E.T. Exempt | | DUPAGE COUNTY D.O.T. Customer's Name 180 NORTH COUNTY FARM ROAD WHEATON IL 60187 | |
| Make INTERNATIONAL Year 2025 Color YELLOW | Series IIV-507 8x4'S Body Type REFERENCED BELOW Trim STANDARD | Street E9997-4551-07 Federal Tax ID # | City WHEATON State IL Zip 60187 (630) 407-8885 Business Phone Fax |
| Serial # FACTORY ORDERED Stock # FACTORY ORDERED To be delivered on or about 7/31/2024 | | Purchaser's Name Street _____ City _____ State _____ Zip _____ Federal Tax ID # _____ Business Phone _____ Fax _____ | |
| TO MONROE TRUCK EQUIPMENT JOLIET, IL REFERENCE TRUCK CHASSIS SPECIFICATIONS IN SALES PROPOSAL # 16136 DATED 12/25/2023 | | David Mueller By Salesman Truck will be Titled in <u>DUPAGE</u> County. | |
| REFERENCE BODY & MOUNTED EQUIPMENT FROM MONROE TRUCK EQUIPMENT QUOTE # 4BD0005685 DATED 07/01/2022 | | LIENHOLDER INFORMATION Date of Lien _____ Lien Holder _____ | |
| Sales Price for One (1) Complete Unit -----> 323,261.00 | | LIENHOLDER INFORMATION (continued) | |
| Sales Price For Two (2) Complete Units -----> 646,522.00 | | Date of Lien _____ Lien Holder _____ | |
| Factory Paid F.E.T. 0.00 F.E.T. Tire Credit 0.00 Total Factory Paid F.F.T. 0.00 Optional Extended Warranties 0.00 Sub-Total 646,522.00 | | Draft Through _____ | |
| Dealer Paid F.E.T. * 0.00 Local Taxes 0.00 License, Transfer, Title, Registration Fee For Both 346.00 Documentary Fee ** For Both 328.00 Delivered Price 0.00 Total Down Payment 0.00 Unpaid Balance Due on Delivery 647,196.00 | | Total Used Vehicle Allowance * 0.00 Less Total Balance Owed 0.00 Total Net Allowance on Used Vehicle(s) 0.00 Deposit or Credit Balance 0.00 Cash with Order 0.00 ←-----> 0.00 | |
| A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY PARTIES. THIS NOTICE IS REQUIRED BY LAW. | | Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions | |
| *SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY. ANY F.E.T. VARIANCE RESPONSIBILITY OF DEALER | | Signature on File <u>Agent 1-3-24</u> Date 12-25-2023 | |
| NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES. IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. | | OFFER RECEIVED BY: _____ SALES REPRESENTATIVE Date _____ OFFER ACCEPTED BY: _____ AUTHORIZED REPRESENTATIVE Date _____ | |



Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
217-718-2200

Retail Sales Order

1. Parties to Order; Definitions. As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. Reappraisal of Trade-In Vehicle. If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order. Customer may, if dissatisfied, cancel this Order.

4. Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title. Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. Delay or Failure in Delivery; Limitation of Dealer Liability. Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. Liability for Taxes. The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. Customer's Deposit. Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. Risk of Loss; Insurance. Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. Limitation of Damages. Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. Fees and Expenses of Actions. In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. Execution and Delivery by Electronic Transmission. If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. Waiver; Severability. No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. No Broker; Manufacturer Incentives. If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. Communication Consent. Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial DLK

(US DOLLAR)

Description

Price

Net Sales Price:

\$646,522.00

ABOVE FIGURE IS FOR TWO (2) COMPLETE UNITS (includes body & mounted equipment)

MUNICIPAL PLATES \$8.00/ UNIT TITLE FEE \$165.00/ UNIT & DOCUMENT FEE \$164.00/ UNIT ARE NOT INCLUDED

FRONT & REAR TIRES SUBJECT TO CHANGE BASED ON FACTORY AVAILABILITY

Approved by Seller:

Accepted by Purchaser:

SALES REPRESENTATIVE 12-25-2023

Official Title and Date

DUPAGE COUNTY D.O.T.

Signature on File Business Name
25 cent
1-3-24

Signature on File _____

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Manager of Highway Operations
Official Title and Date

1/3/2024

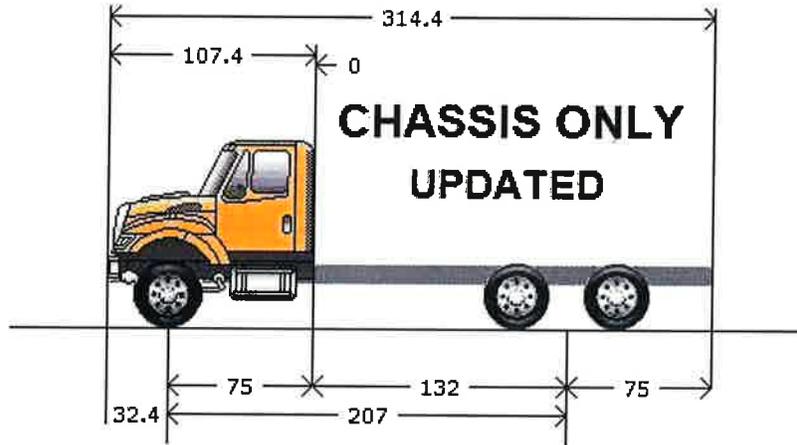
The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Prepared For:
 DUPAGE COUNTY DOT
 MIKE FIGURAY
 421 N County Farm Rd.
 Wheaton, IL 60187-3989
 (630)407 - 6931
 Reference ID: UPDATED PRICING

Presented By:
 RUSH TRK CTR OF N IL
 David R Mueller
 4655 S CENTRAL AVE.
 CHICAGO IL 606381547
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV507 SFA (HV507)

| | |
|----------------------------------|---|
| AXLE CONFIG: | 6X4 |
| MISSION: | Requested GVWR: 58000. Calc. GVWR: 60000. Calc. GCWR: 80000 |
| DIMENSION: | Wheelbase: 207.00, CA: 132.00, Axle to Frame: 75.00 |
| ENGINE, DIESEL: | {Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max) |
| TRANSMISSION, AUTOMATIC: | {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway |
| CLUTCH: | Omit Item (Clutch & Control) |
| AXLE, FRONT NON-DRIVING: | {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity |
| AXLE, REAR, TANDEM: | {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 6.43 |
| CAB: | Conventional, Day Cab |
| TIRE, FRONT: | (2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position |
| TIRE, REAR: | (8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive |
| SUSPENSION, REAR, TANDEM: | {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings |
| FRAME REINFORCEMENT: | Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL |
| PAINT: | Cab schematic 100WK Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A |

Description

Base Chassis, Model HV507 SFA with 207.00 Wheelbase, 132.00 CA, and 75.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 6x4

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL

FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity

SHOCK ABSORBERS, FRONT

SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqn Spring Brake

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, REAR {Haldex} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

DRAIN VALVE (3) Petcocks, for Air Tanks

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

BRAKES, FRONT {Meritor EX+H} Air Disc Type, Size 22.5", 23,000-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

BRAKE CHAMBERS, FRONT AXLE 20 Sqn, for Air Disc Brakes

PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR (2) {Sheppard M100/M80} Dual Power

DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4

AFTERTREATMENT COVER Polished Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

Description

TAIL PIPE (1) Turnback Type

MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel

EXHAUST HEIGHT 10'

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

CIGAR LIGHTER Includes Ash Cup

ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount

BODY BUILDER WIRING INSIDE CAB; Includes Sealed Connectors for Tail/Amber, Turn/Marker/Backup/Accessory, Power/Ground, and Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

SPEAKERS (2) 6.5" Dual Cone Mounted in Doors

ANTENNA for Increased Roof Clearance Applications

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications

BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box

HORN, ELECTRIC Disc Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab

SWITCH, BODY CIRCUITS, MID with Remote Power Module Mounted in Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total, Includes 1 Switch Pack with Momentary Switches

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender

BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen

POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel

FENDER EXTENSIONS Rubber

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

GRILLE Stationary, Chrome

INSULATION, SPLASH PANELS for Sound Abatement

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Description

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

PROMOTIONAL PACKAGE Government Silver Package

SPECIAL RATING, GVWR Limited to 68,000-lb GVWR

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

RADIATOR HOSES Silicone; Molded

ENGINE, DIESEL {Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, TRANSMISSION {Modine} Water to Oil Type

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam

Description

TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL HEATER {Arctic Fox} In-Tank Type, with Thermostat, for Single Tank

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

HEATER HOSES Silicone

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust

GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width

CAB INTERIOR TRIM Classic, for Day Cab

MONITOR, TIRE PRESSURE Omit

WINDSHIELD Heated, Single Piece

ARM REST, RIGHT, DRIVER SEAT

HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type

WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

CAB REAR SUSPENSION Air Bag Type

INSTRUMENT PANEL Flat Panel

WINDSHIELD WIPER BLADES Snow Type

COWL TRAY LID

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

Description

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil

(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position

LOCATION FUEL/WATER SEPARATOR FUEL WATER SEPARATOR ON ENGINE

Cab schematic 100WK

Location 1: 4421, School Bus Yellow (Std)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

MUNICIPAL PLATES \$8.00/ UNIT TITLE FEE \$165.00/ UNIT & DOCUMENT FEE \$164.00/ UNIT ARE NOT INCLUDED

INCLUDES MONROE QUOTE # 4BD0005686 DATED 07/02/2022 FOR \$174,618.00/ UNIT

| (6) V-Box & Wing Mount | | | | |
|-----------------------------------|---------------------|---------------------|------------------|--|
| | New | Old | Increase | |
| Sales Price per unit | 287,916.00 | 284,282.00 | 3,634.00 | |
| order qt. | 6.00 | 6.00 | - | |
| Total sales price | 1,727,496.00 | 1,705,692.00 | 21,804.00 | |
| Registration fee for 6 | 1,038.00 | 978.00 | 60.00 | |
| Documentary Fee for 6 | 984.00 | 984.00 | - | |
| Total for all 6 | 1,729,518.00 | 1,707,654.00 | 21,864.00 | |
| Per Truck | | | 3,644.00 | |

| (2) Tandem Axle Six Wheelers 2 EA | | | | |
|--|-------------------|-------------------|-----------------|--|
| | New | Old | Increase | |
| Sales Price per unit | 323,261.00 | 319,627.00 | 3,634.00 | |
| order qt. | 2.00 | 2.00 | - | |
| Total sales price | 646,522.00 | 639,254.00 | 7,268.00 | |
| Registration fee for 6 | 346.00 | 326.00 | 20.00 | |
| Documentary Fee for 6 | 328.00 | 328.00 | - | |
| Total for all 2 | 647,196.00 | 639,908.00 | 7,288.00 | |
| Per Truck | | | 3,644.00 | |

| | |
|--------------------------|-----------|
| Total Increase for all 8 | 29,152.00 |
| Per Truck | 3,644.00 |



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: Jan 4, 2024

Bid/Contract/PO #: _____

| | |
|---|---|
| Company Name: Rush Truck Centers, Springfield | Company Contact: Davuid Mueller |
| Contact Phone: 630-281-0367 | Contact Email: muellerd@rushenterprises.com |

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name David Mueller

Title Municipal Fleet Account Manager

Date Jan 4, 2024

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



Transportation Resolution

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

File #: DT-R-0004-24

Agenda Date: 2/6/2024

Agenda #: 21.A.

ADOPTING DU PAGE COUNTY MOBILITY FRAMEWORK

WHEREAS, DuPage County adopted the DuPage County Long Range Transportation Plan (hereinafter "LRTP") on December 14, 2021 in accordance with state statute; and

WHEREAS, the LRTP is intended as a guide for the planning and programming of capital facilities including highways, sidewalks and bike paths, trails, traffic signal systems, drainage systems and other infrastructure elements pertinent to the operation of the County Highway system; and

WHEREAS, the pandemic has had significant effects on travel, commuting and the transit industry, and mobility in general; and

WHEREAS, many social, economic and demographic changes are occurring in DuPage County and the general population of DuPage County has expressed a strong desire for continued improvements in non-motorized and motorized transportation options; and

WHEREAS, the MOBILITY FRAMEWORK is a complement to the LRTP in that it addresses themes of mobility, transit, accessibility and equity not specifically covered by the LRTP; and

WHEREAS, the County has sought advice and consent from local and regional agencies, stakeholders and the public through numerous stakeholder meetings; and

WHEREAS, the MOBILITY FRAMEWORK outlines specific goals, strategies and action items for DuPage County, transportation agencies and municipal partners to address over the course of the next decade; and

WHEREAS, it is in the best interest of the County to produce and disseminate the MOBILITY FRAMEWORK; and

WHEREAS, the County pledges to update the MOBILITY FRAMEWORK on a regular schedule and to advise the public with each update; and

WHEREAS, the County will publish the MOBILITY FRAMEWORK and maintain digital copies of the document on the Division of Transportation web page.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the MOBILITY FRAMEWORK, incorporated herein by reference, is adopted by the DuPage County Board and shall go into effect immediately; and

BE IT FURTHER RESOLVED that the DuPage County Clerk shall submit a copy of this Resolution and the MOBILITY FRAMEWORK to all local and regional transportation agencies, and DuPage County communities, by and through the DuPage County Division of Transportation.

Enacted and approved this 13th day of February, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY

Mobility Plan



Mobility Framework Plan

DuPage County Transportation Committee

January 16, 2024

www.dupagecounty.gov/dot/



MOBILITY FRAMEWORK SCHEDULE



**Committee Review
(10/17)**



**Release for Public
Review and Comment
(11/7)**



**Close Review and
Comment (12/8)**



**Transportation
Committee Approval
(1/16/24)**



**County Board Approval
(1/23/24)**



DUPAGECOUNTY

DIVISION OF TRANSPORTATION





DUPAGE MOBILITY THEMES

SYSTEM: "SYSTEM WE WANT"

Connectivity
& Flexibility

Integration &
Innovation

Support for
Success

Safety

FINANCE: "HOW TO PAY FOR"

Collaborative
Funding &
Investment

Equity &
Access

GOVERNANCE: "HOW TO IMPLEMENT"

Coordination

Responsible
Growth





MOBILITY FRAMEWORK STRATEGIES

27 Strategies and 78 Actions Across 8 themes

Key DuPage Short to Medium Term Actions:

- Active participant in Pace network revitalization and restructuring initiative
- Advocate/Lobby Springfield for suburban county transit interests related to PART
- DuPage Countywide Bike-Ped Plan: Partner with municipalities, townships and IDOT to identify CRITICAL network improvements to eliminate non-motorized gaps – develop in conjunction with Safe Streets for All (SS4A) initiative – 2024/2025
- Identify and prioritize improvements where accessibility standards are not met – Ongoing (ADA Transition Plan)
- Commission an assessment of administration and funding of a consolidated county-wide rideshare
- Identify disadvantaged communities and develop mobility options and services (e.g., Willowbrook Corners)
- Perform “DuPage Transit Corridors” assessment
- Unified Development Ordinance – DuPage Building and Zoning “Housing Solutions”





MOBILITY FRAMEWORK – PUBLIC COMMENT

Public Comment Period: **11/07/23 to 12/08/23**

Comments Received: **14**

Comment Themes

- Public Transit Route and Land Use Connections
- Bus Service and Transit App Reliability
- Support for County Investment in Non-motorized system development
- Public Transit to O’Hare from DuPage and points west
- Support for better wayfinding
- Support for better ped and trail crossings of arterials
- Support for re-tooling services and routes to accommodate frequency and hours of operation



DUPAGECOUNTY

DIVISION OF TRANSPORTATION





Transportation Resolution

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

File #: DT-R-0007-24

Agenda Date: 1/16/2024

Agenda #: 21.C.

**AGREEMENT BETWEEN DUPAGE COUNTY AND
LIBERTYVILLE TOWNSHIP FOR THE PURCHASE OF
WETLAND MITIGATION BANK CREDITS
(COUNTY COST \$28,470.00)**

WHEREAS, the County of DuPage (“County”) under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 *et seq.* and 5/5-15001, *et seq.*), is authorized to acquire land, construct improvements and enter into contracts for the purpose of construction, repair, and maintenance of County and/or township roads, bridges and appurtenances; and

WHEREAS, pursuant to the above authority, the County, through the Division of Transportation, is proposing to improve the Geneva Road Bridge Over the West Branch DuPage River (“Project”); and

WHEREAS, due to the Project, 0.146 acres of wetlands will be impacted, requiring 0.219 acres of wetland mitigation; and

WHEREAS, in order for the Project to begin the County will need to obtain a permit from the United States Army Corps of Engineers (“USACE”); and

WHEREAS, USACE requires, as a condition of issuing its permit, that the County provide for the mitigation of impacted wetlands; and

WHEREAS, the County had identified the Donnelley Prairies and Oaks Wetland Mitigation Bank (“Bank”) as the USACOE- certified wetland bank closest to the Project; and

WHEREAS, the County will purchase 0.219 acres of wetland mitigation credits from the Bank’s owner/operator, Libertyville Township, in the amount of Twenty-Eight Thousand Four Hundred Seventy Dollars and No Cents (\$28,470.00), in accordance with the terms of the Agreement attached hereto.

NOW, THEREFORE BE IT RESOLVED that the County Board hereby approves and accepts the attached Agreement with Libertyville Township, providing for the County’s purchase of 0.219 acres of wetland mitigation credits from the Bank.

NOW, THEREFORE BE IT RESOLVED that the County Board hereby approves and accepts the attached Agreement with Libertyville Township, providing for the County’s purchase of 0.219 acres of wetland mitigation credits from the Bank, in an amount of Twenty-Eight Thousand Four Hundred Seventy Dollars and No Cents (\$28,470.00); and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized to sign and execute the attached Agreement on behalf of the County, and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that one (1) certified original of this Resolution and the Agreement be sent to the Libertyville Township, 359 Merrill Court, Libertyville, Illinois 60048, by and through the Division of Transportation.

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

| | | | |
|--------------------|---|-------------------------|-------------------|
| PURCHASE ORDER NO. | REQUISITIONING AGENCY DuPage County Division of Transportation | SHIP TO ADDRESS Same | RESOLUTION NUMBER |
| 12/29/2023 | 421 N. County Farm Road | NAME | |
| DATE | Wheaton, IL 60187 | ADDRESS | |
| | CITY, STATE, ZIP | CITY, STATE, ZIP | |

| FUND | AGENCY | VENDOR NUMBER | EXPIRATION DATE | LAST INVOICE DATE | FOB | | | |
|----------------------|----------|---------------|-----------------|-------------------|-------------|--|------------|--------------------|
| | | 43311 | 11/30/2024 | | Wheaton, IL | | | |
| ORGANIZATION | ACTIVITY | OBJECT | QUANTITY | UNIT OF PURCHASE | ITEM CODE | DESCRIPTION COMMODITY / CONTRACT | UNIT PRICE | EXTENSION |
| FY24-1500-3500-53830 | | | | | | Purchase of Wetland Mitigation Banking Credits for the Geneva Road | | 28,470.00 |
| | | | | | | Bridge over the West Branch DuPage River Project | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| TOTAL | | | | | | | | \$28,470.00 |

REMIT TO:
 Libertyville Township, 359 Merrill Court, Libertyville, IL 60048

| | | | | | | | | | | |
|--|--------------------|------|----------------|----------|--------------|----------|--|--|--|--|
| <table border="0" style="width: 100%;"> <tr> <td style="border-bottom: 1px solid black;">COMMITTEE APPROVAL</td> <td style="border-bottom: 1px solid black;">DATE</td> </tr> <tr> <td>Transportation</td> <td style="text-align: center;">01/16/23</td> </tr> <tr> <td>County Board</td> <td style="text-align: center;">01/23/23</td> </tr> <tr> <td> </td> <td> </td> </tr> </table> | COMMITTEE APPROVAL | DATE | Transportation | 01/16/23 | County Board | 01/23/23 | | | <p>DOT TO ISSUE FORMAL NOTICE TO PROCEED</p> <p>DO NOT SEND PO</p> <p>HEADER COMMENTS</p> <p>***DOT-GENEVA RD CREDITS ***</p> | <p style="font-size: 24pt;">Signature on File</p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>DEPARTMENT APPROVAL DATE</p> |
| COMMITTEE APPROVAL | DATE | | | | | | | | | |
| Transportation | 01/16/23 | | | | | | | | | |
| County Board | 01/23/23 | | | | | | | | | |
| | | | | | | | | | | |



359 Merrill Court, Libertyville, IL 60048

**Compensatory Wetland Mitigation Credit Purchase Agreement
Donnelley Prairies and Oaks Wetland Mitigation Bank
Libertyville Township, Lake County, Illinois**

THIS COMPENSATORY WETLAND MITIGATION CREDIT PURCHASE AGREEMENT ("Agreement") is made as of this 19th day of December, 2023, by and between Libertyville Township, a local unit of government in Illinois ("Seller") and County of DuPage-Division of Transportation ("Buyer").

WHEREAS, the Chicago District of the United States Army Corps of Engineers (hereinafter "USACE"), United States Environmental Protection Agency, and United States Fish and Wildlife Service (hereinafter collectively "Federal Regulatory Agencies") have signed the 2017 Interagency Coordination Agreement on Wetland Mitigation Banking within the Regulatory Boundaries of the Chicago District, Corps of Engineers (hereinafter "ICA") providing for the issuance of permits in northeast Illinois to establish wetland mitigation banks to mitigate for the unavoidable filling, flooding, excavating or draining of specific waters of the United States; and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the ICA and the Department of the Army permit issued in connection with said ICA, USACOE Permit No. LRC-2020-179 (hereinafter "Bank Permit"); and

WHEREAS, the Seller has received the approval for the Donnelley Prairies and Oaks Wetland Mitigation Bank in Lake County in accordance with the Lake County Watershed Development Ordinance and has received a permit (067302-2023); and

WHEREAS, Buyer requires a permit from the USACE for the Geneva Road bridge over the West Branch DuPage River project which will result in impacts to 0.146 acres of wetland which requires the purchase of 0.219 acres of compensatory wetland mitigation credits (hereinafter "Credits");

WHEREAS, Buyer desires to commit to the purchase 0.219 acres of Credits from the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutually binding covenants of the parties, it is agreed as follows:



359 Merrill Court, Libertyville, IL 60048

1. Seller has constructed and will monitor the Donnelley Prairies and Oaks Wetland Mitigation Bank in accordance with the terms of the ICA and Bank Permit.
2. Seller agrees to sell and Buyer agrees to purchase Credits as follows:
 - a) Price Per Credit: \$130,000.00
 - b) Acres Impacted 0.146
 - c) Mitigation Ratio: 1.5 to 1
 - d) Total Credits Purchased 0.219
 - e) Total Purchase Price \$28,470
 - f) Agency Permits USACE LRC-2019-0875
 - g) Mitigation Bank: Donnelley Prairies and Oaks Wetland Mitigation Bank
3. Buyer shall deposit with Libertyville Township, the sum of 20 % of the Total Purchase Price upon the execution of this Agreement, as earnest money pursuant to the terms of this Agreement.
4. Buyer agrees to supply such additional information as requested by Regulatory Agencies as may be necessary for the prompt and expeditious processing of Buyer's application for filling/dischARGE of dredge material and/or impairment of existing wetlands and mitigation of such activity through the purchase of the Credits. Payment of the purchase price, less the deposit set forth above, shall be due and owing upon notice from USACE that USACE has authorized Buyer's proposed activity in compliance with the terms of the ICA (hereinafter "USACE Approval Notice").
5. By execution of this Agreement, Seller and Buyer agree to comply with all rules and regulations of the Regulatory Agencies in connection with the Credits purchased pursuant to this Agreement including, but not limited to, the rules and regulations of the Nationwide Permit Program as promulgated by the USACE. In addition, Buyer agrees to allow the Regulatory Agencies as may have jurisdiction, including USACE or its authorized representative to make periodic inspections at any time deemed necessary in order to ensure that the activity being performed under the authority granted to Buyer is in accordance with the terms and conditions of Regulatory Agency, including USACE rules,



359 Merrill Court, Libertyville, IL 60048

regulations and requirements. These obligations shall survive the closing and transfer of Credits.

6. If within 90 days of the deposit, the Buyer has not paid the purchase price to Seller, at any time thereafter either party may terminate this agreement by written notice to the other party. The Agreement may be extended upon approval of both parties.
7. By execution of the Agreement, Seller and Buyer agree to comply with all rules and regulations of the regulatory agencies in connection with the Credits purchased pursuant to this Agreement.
8. The rights of Buyer under this Agreement shall not be assigned, conveyed, transferred, pledged, encumbered or in any way restricted without consent of Seller.
9. All notices to the parties pursuant to this Agreement shall be personally delivered, sent by facsimile transmission, or sent by certified mail, return receipt requested, to the following addresses:

If to Seller: Libertyville Township
359 Merrill Court
Libertyville, Illinois 60048
Attention: Ms. Kathleen O'Connor
Phone: 847-816-6800
Email: KOConnor@Libertyvilletownship.us

With Copy to: Hey and Associates, Inc.
26575 W. Commerce Drive, Suite 601
Volo, Illinois 60073
Attention: Mr. Jeffrey Mengler
Phone: 815-451-8352
Email: jmengler@heyassoc.com

If to Buyer: County of DuPage, Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attention: Mr. William Eidson, PE, County Engineer
Phone: 630-407-6900
Email: William.eidson@dupagecounty.gov



359 Merrill Court, Libertyville, IL 60048

With Copy to: Patrick Engineering Inc.
55 E. Monroe Street, Suite 3450
Chicago, Illinois 60603
Attention: Ms. Sophia Ahmed, PE
Phone: 312-201-7908
Email: sahmed@patrickco.com

If any such notice is given by personal delivery, said notice shall be effective upon the date of delivery. If any such notice is sent by facsimile transmission, said notice shall be effective as of the first business day following proper transmission of said notice. If any such notice is sent by certified mail, said notice shall be effective on the third business day following the date of mailing. The parties may change the address to which notices are to be sent under this Agreement by written notice to the other party.

- 10. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, representatives and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the day and year first written above.

SELLER:

BUYER:

Libertyville Township

County of DuPage, Division of Transportation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

| | |
|-------------------------------------|---|
| Company Name: Libertyville Township | Company Contact: Kathleen O'Connor |
| Contact Phone: 847-816-6800 | Contact Email: KOConnor@LibertyvilleTownship.us |

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: **Signature on File**

Printed Name: Kathleen M. O'Connor
 Title: Supervisor
 Date: 12.22.2023

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



File #: DT-R-0005-24

Agenda Date: 1/16/2024

Agenda #: 21.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF HANOVER PARK
2023 ROAD PAVEMENT MAINTENANCE-(NORTH) PROGRAM
SECTION 23-PVMTC-19-GM
(COUNTY TO BE REIMBURSED \$4,133.00)

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

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

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

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

WHEREAS, as part of the PROJECT, Army Trail Road will be resurfaced from County Farm Road to 84th Court; and

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

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

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

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

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF HANOVER PARK
2023 PAVEMENT MAINTENANCE - NORTH REGION
SECTION NO. 23-PVMTC-19-GM**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois and the Village of Hanover Park (hereinafter referred to as the "VILLAGE"), a municipal corporation and home rule unit of local government under the laws and Constitution of the State of Illinois with offices at 2121 W. Lake Street, Hanover Park, Illinois 60133. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety and accessibility of the public, will construct the 2023 Pavement Maintenance North Program, Section No. 23-PVMTC-19-GM (hereinafter "PROJECT"); and

WHEREAS, as part of the PROJECT, Army Trail Road, will be resurfaced from County Farm Road to 84th Court (hereinafter "PROJECT ROAD"); and

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

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit to the residents of DuPage County, the Village of Hanover Park and the public; and

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

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

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

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

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

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

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

- Clipper Drive 65 Ft South

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

3.0 RESPONSIBILITIES OF THE COUNTY

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

4.0 RESPONSIBILITIES OF THE VILLAGE

- 4.1 The VILLAGE will be responsible for payment of the resurfacing beyond COUNTY Right-of-Way as stated in 2.3 above and the VILLAGE's estimated cost of the WORK is approximately \$4,133.00. A Funding Table is attached hereto as "Exhibit A" and is incorporated herein.
- 4.2 The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 4.3 The VILLAGE shall agree to waive all local permit fees, if applicable for the PROJECT.
- 4.4 The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for resurfacing and the actual costs for the WORK.
- 4.5 The VILLAGE agrees to pay the COUNTY eighty percent (80%) of the estimated WORK cost upon award of the contract for the WORK based upon as-bid unit prices. Upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY the balance of the actual cost as referenced herein above within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

5.0 MAINTENANCE

- 5.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address construction responsibilities of the PROJECT ROAD and WORK and no changes to existing right-of-way and appurtenance maintenance responsibilities and/or jurisdiction, are intended or made in this AGREEMENT.

6.0 GENERAL

- 6.1 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

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

7.0 INDEMNIFICATION

- 7.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
 - 7.1.1. The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's or assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through the VILLAGE, or in the event of change in the laws of the State of Illinois governing the COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall

not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided fortherein.

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

7.2.1. The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE's or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing the VILLAGE's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.4 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available tort, or to the other party, under the law.

7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the VILLAGE'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the WORK is completed and the VILLAGE and COUNTY each assume its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 ENTIRE AGREEMENT

8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Hanover Park/Public Works

2041 W. Lake Street
Hanover Park, IL 60133
ATTN: Jonathan Stelle
Village Engineer
Phone: 630.823.5650
Email: JStelle@hpil.org

County of DuPage Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630-407-6900
Email: Christopher.snyder@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

12.2. This AGREEMENT shall not be deemed or construed to create any employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

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

15.0 FORCE MAJEURE

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

(Signature page following)

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

COUNTY OF DU PAGE

VILLAGE OF HANOVER PARK

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Rouney Craig
Village President



ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek, County Clerk

Signature

Kristy Merrill

Print Name

Village Clerk

Title

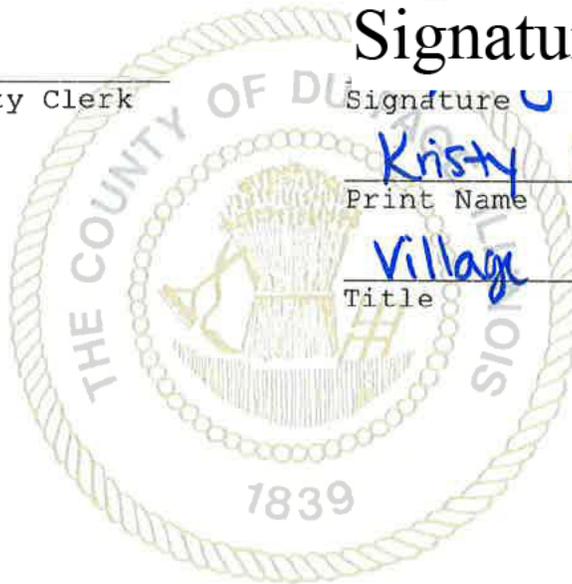


EXHIBIT A

VILLAGE of HANOVER PARK
Resurfacing past County Right-of-Ways
Cost Estimate

| HANOVER PARK SIDE STREET QUANTITIES | | | | | |
|---|-------|------------------------------|-------------------|------------|--------------------|
| PAY ITEM | UNIT | CLIPPER DRIVE 65 Ft South | TOTAL QUANTITY | UNIT PRICE | COST |
| BITUMINOUS MATERIALS (TACK COAT) | POUND | 142 | 142 | \$ 0.25 | \$ 36.00 |
| POLYMERIZED LEVELING BINDER MACHINE METHOD IL- 4.75 N50 | TON | 9 | 9 | \$ 115.00 | \$ 1,035.00 |
| HMA SURFACE COURSE, MIX "D", N70 | TON | 21 | 21 | \$ 100.00 | \$ 2,100.00 |
| HMA SURFACE REMOVAL 2.5" | SQ YD | 210 | 210 | \$ 3.50 | \$ 735.00 |
| THERMOPLASTIC PAVEMENT MARKING – LINE 6" | FOOT | 43 | 43 | \$ 1.00 | \$ 43.00 |
| THERMOPLASTIC PAVEMENT MARKING – LINE 24" | FOOT | 30 | 30 | \$ 4.00 | \$ 120.00 |
| THERMOPLASTIC PAVEMENT MARKING – LETTERS & SYMBOLS | SQ FT | 16 | 16 | \$ 4.00 | \$ 64.00 |
| ESTIMATED TOTAL COST: | | | | | \$ 4,133.00 |



File #: DT-R-0006-24

Agenda Date: 1/16/2024

Agenda #: 21.B.

JOINT FUNDING AGREEMENT FOR CONSTRUCTION WORK
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 21/GENEVA ROAD
OVER THE WEST BRANCH OF THE DU PAGE RIVER
SECTION 18-00206-10-BR
(ESTIMATED COUNTY COST \$1,552,107.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the State of Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public desire to improve CH 21/Geneva Road over the West Branch of the DuPage River, Section 18-00206-10-BR (hereinafter referred to as the IMPROVEMENT); and

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

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

WHEREAS, the COUNTY will be the lead agency for construction engineering and will enter into a separate agreement for said construction engineering services, subject to reimbursement from the STATE as outlined in the attached agreement; and

WHEREAS, the STATE will be the awarding authority for the construction of the improvement, with an estimated total cost of construction of \$7,618,107.00, of which up to \$6,066,000.00 to be funded by the STATE, resulting in an estimated cost to the COUNTY of \$1,552,107.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; and

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

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

Enacted and approved this 23rd day of January, 2024 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

LOCAL PUBLIC AGENCY

| | | | |
|---------------------|----------------------------|----------|----------------|
| Local Public Agency | | County | Section Number |
| DuPage County | | DuPage | 18-00206-10-BR |
| Fund Type | ITEP, SRTS, HSIP Number(s) | MPO Name | MPO TIP Number |
| STP-BR | | CMAP | 08-19-0004 |

Construction

| | |
|------------------|----------------|
| State Job Number | Project Number |
| C-91-312-19 | T7SU(571) |

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

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

LOCATION

| | | | | | | |
|------------------------|--|--|-----------|--------|------------|------|
| Local Street/Road Name | | | Key Route | Length | Stationing | |
| Geneva Road (CH 21) | | | FAU 1397 | 0.22 | From | To |
| | | | | | 0.00 | 0.01 |

Location Termini

| |
|-------------------------------|
| Over West Branch DuPage River |
|-------------------------------|

| | | |
|----------------------|------------------------------|--------------|
| Current Jurisdiction | Existing Structure Number(s) | Add Location |
| DuPage County | 022-3001 | Remove |

PROJECT DESCRIPTION

| |
|--|
| Construction and CE - Geneva Road Bridge replacement |
|--|

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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

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

Check One

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

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

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

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

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA**'s certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

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

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.
Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

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

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

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

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature

[Signature box]

Date

[Date box]

The above signature certifies the agency's TIN number is 366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature box]

Date

[Date box]

By:

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

[Signature box]

Date

[Date box]

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

[Signature box]

Date

[Date box]

Yangsu Kim, Chief Counsel

[Signature box]

Date

[Date box]

Vicki Wilson, Chief Fiscal Officer

[Signature box]

Date

[Date box]

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

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

Project Location Map

Geneva Road Bridge over West Branch of the DuPage River





Grant Proposal Notifications

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

File #: 24-0363

Agenda Date: 1/16/2024

Agenda #: 9.D.5.



Grant Proposal Notification

GPN Number: 006-24
(Completed by Finance Department)

Date of Notification: 01/05/2024
(MM/DD/YYYY)

Parent Committee Agenda Date: 01/16/2024
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 12/20/2023
(MM/DD/YYYY)

Name of Grant: Unified Work Program - Competitive Program

Name of Grantor: Chicago Metropolitan Agency for Planning (CMAP)

Originating Entity: Federal Highway Administration (FHWA)
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: Sidney Kenyon, Senior Planner x6897
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: \$ 100,000.00

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

Is this a new non-recurring Grant: Yes No

Source of Grant: Federal State Private Corporate

If Federal, provide CFDA: 20.205 If State, provide CSFA: _____

Grant Proposal Notification

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

Division of Transportation is seeking grant funds to support a new bicycle and pedestrian plan. The proposed plan is a complement to the DuPage Mobility Framework, the DuPage Trails Plan, and the ADA Transition Plan. The Plan is proposed to be conducted in phases. In the first phase, grant funds will be used to hire a consultant to manage the public engagement process. All regional plans are to include disadvantaged, disabled, senior and linguistically disparate communities. DuDOT requires assistance to meet the federal requirements.

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

Quality of Life - DuDOT wishes to improve pedestrian and bicycle access and continuity with accommodations for senior and disabled members of society.
 Diversity and Inclusion - DuDOT will uphold the federal requirements under the Justice40 initiative to include disadvantaged communities. The County will focus on overcoming language, economic and social barriers to reach communities that are in need of new or rehabilitated infrastructure.

3. What is the period covered by the grant? 07/01/2024 to: 06/30/2025
(MM/DD/YYYY) (MM/DD/YYYY)

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

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

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

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

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

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

5.2. After expenditure of costs (reimbursement-based)

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) Yes

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant 0%

6.1.2. Total fringe benefits _____ Percentage covered by grant 0%

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): No

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) Yes

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project \$0.00

7.1.2. Percentage of direct administrative costs covered by grant 0%

7.1.3. What percentage of the grant total is the portion covered by the grant 0%

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? _____

9. Are matching funds required? (Yes or No): Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? 20%

9.1.2. What is the dollar amount of the County's match? \$48,950.00

DuDOT is anticipating an over-match if awarded due to a very limited amount of funding in the region.

Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 1500-3500
10. What amount of funding is already allocated for the project? \$0.00
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? _____
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): No
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$148,490.00