



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, August 19, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-1930](#)

DuPage County Transportation Committee Meeting Minutes-Tuesday August 5, 2025.

6. PROCUREMENT REQUISITIONS

6.A. [25-1892](#)

Recommendation for the approval of a contract purchase order to Gasaway Distributors Inc., to furnish and deliver liquid calcium chloride, for the Division of Transportation, for the period of October 1, 2025 through September 30, 2026, for a contract total not to exceed \$15,000; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (BidBuy).

6.B. [DT-P-0041-25](#)

Recommendation for the approval of a contract to Priority Products, Inc., to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, for the Division of Transportation, for the period November 1, 2025 through October 31, 2026, for a contract total not to exceed \$45,000; per bid award #23-089-DOT, second of three renewals.

6.C. [DT-P-0042-25](#)

Recommendation for the approval of a contract to Lakeshore Recycling Systems, for disposal of solid waste, for the Division of Transportation, for the period of October 1, 2025 through September 30, 2026, for a contract total not to exceed \$55,000; per lowest responsible bid 24-097-DOT, first of three renewals.

6.D. [DT-P-0043-25](#)

Recommendation for the approval of a contract with R.M. Chin & Associates, Inc., for Professional Construction Engineering Services, for the Division of Transportation highway maintenance garage and yard facilities, Section 25-00179-36-MG, for a contract total not to exceed \$4,661,460. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

7. CHANGE ORDERS**7.A. [25-1777](#)**

Lightle Enterprises PO # 6543-1-SERV-Decrease remaining encumbrance and close contract to provide portable roll-up construction project signs for the Division of Transportation; contract expired on October 30, 2024.

7.B. [25-1778](#)

Lightle Enterprises PO # 6544-1-SERV-Decrease remaining encumbrance and close contract to provide pre-made signage faces for the Division of Transportation; contract expired on October 30, 2024.

7.C. [25-1779](#)

Lightle Enterprises PO # 6545-1-SERV-Decrease remaining encumbrance and close contract to provide reflective sheeting rolled goods for signage for the Division of Transportation; contract expired on October 30, 2024.

7.D. [25-1780](#)

Mac's Body Shop PO # 6492-1-SERV-Decrease remaining encumbrance and close contract to provide auto body repair for the Division of Transportation; contract expired on June 30, 2024.

7.E. [25-1781](#)

MDSolutions PO # 6553-1-SERV-Decrease remaining encumbrance and close contract to provide sign posts and materials for the Sign Shop of the Division of Transportation; contract expired on November 30, 2024.

7.F. [25-1782](#)

Navistar Inc. PO # 6773-1-SERV-Decrease remaining encumbrance and close contract to provide International repair and replacement parts for the Division of Transportation; contract expired on November 30, 2024.

7.G. [25-1783](#)

Snap-On Inc. PO # 4648-1-SERV-Decrease remaining encumbrance and close contract to provide Snap-On tools and diagnostic equipment for the Division of Transportation; contract expired on June 30, 2024.

7.H. [25-1936](#)

DT-R-0081A-23 – Amendment to Resolution DT-R-0081-23, issued to Meade, Inc., for the 2024-2025 Traffic Signal and Street Light Maintenance Program, Section 24-TSMTC-04-GM, to increase the funding in the amount of \$219,745.69, resulting in an amended contract total amount of \$5,114,971.10, an increase of 4.50%.

8. AWARDING RESOLUTIONS**8.A. [DT-R-0026-25](#)**

Awarding Resolution to H&H Electric Company, for LED traffic signal head replacement at various locations within DuPage County, Section 25-TSUPG-09-GM, for an estimated County cost of \$485,292.85; per lowest responsible bid.

9. INTERGOVERNMENTAL AGREEMENTS**9.A. [DT-R-0027-25](#)**

Intergovernmental Agreement between the County of DuPage and York Township Road District, for Traffic Signal Repairs related to the Township's 2025 Road Maintenance Resurfacing project. (No County cost)

10. RESOLUTIONS**10.A. [DT-R-0028-25](#)**

Authorization to the Division of Transportation to redesignate funds for programs in the Hinsdale Lake Terrace neighborhood from sidewalk and lighting improvements to the Pilot Rideshare Access Program; (Estimated County cost \$500,000).

11. PRESENTATION**11.A. [25-2001](#)**

Division of Transportation Proposed 2026 Fiscal Budget.

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



Minutes

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

File #: 25-1930

Agenda Date: 8/19/2025

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, August 5, 2025

10:00 AM

Room 3500B

Under the authority of the County Board Rules, Chair Ozog appointed Member DeSart to serve as a temporary member of the Transportation Committee to establish quorum.

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:22 AM.

2. ROLL CALL

PRESENT	Covert, Garcia, Ozog, and DeSart
ABSENT	Evans, Tornatore, and Zay

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. STAFF RECOGNITIONS

Director Travia honored Michael Wisniewski for 10 years of service with the Division of Transportation. Michael is a Senior Engineering Technician in our Permits Unit and has an amazing 47 years of public service and amassed 27 years reviewing and processing Highway and Development permits.

5. PUBLIC COMMENT

No public comments were offered.

6. APPROVAL OF MINUTES

6.A. [25-1582](#)

DuPage County Transportation Committee Meeting Minutes-Tuesday June 17, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

7. BUDGET TRANSFERS

7.A. [25-1818](#)

Budget Transfer of \$4,000 from Contingencies 1500-3510-53828 to Wearing Apparel Reimbursement 1500-3510-51080. Funds needed for newly hired employees, per union contract.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart

7.B. [25-1820](#)

Budget Transfer of \$96,000 from Contingencies 1500-3510-53828 to Overtime 1500-3510-50010. Funds needed due to union wage increase of overtime in new contract.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

8. CHANGE ORDERS

MOTION TO COMBINE ITEMS 8.A. THROUGH 8. G.

Chair Ozog moved and Member Covert seconded a motion to combine items 8.A. through 8.G. The motion was approved on a roll call vote, all "ayes", motion carried.

8.A. [25-1763](#)

JX Truck Center PO # 6279-1-SERV-Decrease remaining encumbrance and close contract to provide Cummins engine repair and parts for the Division of Transportation; contract expired on March 29, 2024.

8.B. [25-1764](#)

Lakeshore Recycling PO # 6557-1-SERV-Decrease remaining encumbrance and close contract to provide solid waste disposal for the Division of Transportation; contract expired on March 31, 2024.

8.C. [25-1765](#)

Ozinga Ready Mix PO # 6386-1-SERV-Decrease remaining encumbrance and close contract to provide Portland Cement Concrete for the Division of Transportation; contract expired on March 31, 2024.

8.D. [25-1766](#)

Plote Construction PO # 6384-1-SERV-Decrease remaining encumbrance and close contract to provide bituminous paving materials for the Division of Transportation; contract expired on March 31, 2024.

8.E. [25-1767](#)

Roesch Ford PO # 6371-1-SERV-Decrease remaining encumbrance and close contract to provide vehicle replacement parts for the Division of Transportation; contract expired on May 12, 2024.

8.F. [25-1768](#)

Groot PO # 5824-1-SERV-Decrease remaining encumbrance and close contract to provide refuse and recycling disposal for the Division of Transportation; contract expired on May 31, 2024.

8.G. [25-1769](#)

Lakeside International PO # 5608-1-SERV-Decrease remaining encumbrance and close contract to provide Navistar/International OEM parts for the Division of Transportation; contract expired on January 28, 2024.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog
SECONDER:	Dawn DeSart
AYES:	Covert, Garcia, Ozog, and DeSart
ABSENT:	Evans, Tornatore, and Zay

8.H. [25-1079](#)

DT-R-0030A-24 - Amendment to Resolution DT-R-0030-24, issued to Alliance Contractors, Inc. for the 2024 Retaining Wall Repair Program, Section 23-RETWL-04-MS; to increase the funding in the amount of \$104,312.20, +29.4%, resulting in an amended contract total amount of \$459,116.20.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

8.I. [25-1770](#)

DT-P-0154B-22 – Amendment to Resolution DT-P-0154A-22, issued to Knight E/A, Inc., for Professional Phase II Design Engineering Services for improvements along CH 21/Fabyan Parkway, from Illinois Route 38 to the County Line, Section 08-00210-03-FP, to increase the funding in the amount of \$75,452.66 +9.37%, resulting in an amended contract total amount of \$880,807.32, a cumulative increase of 20.83%.

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

9. PROCUREMENT REQUISITIONS

MOTION TO COMBINE ITEMS 9.A. THROUGH 9. E.

Chair Ozog moved and Member Covert seconded a motion to combine items 9.A. through 9.E. The motion was approved on voice vote, all "ayes".

9.A. [25-1743](#)

Recommendation for the approval of a contract purchase order to Cintas Corporation, to furnish and deliver medical supplies and to provide and service rental floor mats and mechanic uniforms, for the Division of Transportation, for the period September 12, 2025 through August 31, 2026, for a contract total not to exceed \$15,000; contract pursuant to the Intergovernmental Cooperation Act (OMNIA Contract #222886).

9.B. [25-1776](#)

Recommendation for the approval of a contract purchase order to Rhythm Engineering for (1) Game|Changer - a portable traffic data collection system, with a yearly membership, for the Division of Transportation, for a contract not to exceed \$18,500; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source)

9.C. [25-1754](#)

Recommendation for the approval of a contract to Patson, Inc. d/b/a TransChicago Truck Group, to furnish and deliver freightliner repair and replacement parts, as needed, for the DOT Fleet, for the period of September 1, 2025 through August 31, 2026, for a contract total not to exceed \$25,000; per quote #23-064-DOT-RE, second of three renewals.

9.D. [DT-P-0039-25](#)

Recommendation for the approval of a contract to Joe Johnson Equipment, LLC d/b/a Standard Equipment, to furnish and deliver OEM parts and repairs on Vactors, Elgin Sweepers and EnviroSight Sewer Cameras, for the Division of Transportation, for the period September 16, 2025 through September 30, 2026, for a contract total not to exceed \$60,000; per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source-parts and repairs).

9.E. [DT-P-0040-25](#)

Recommendation for the approval of a contract to International Cybernetics Company d/b/a IMS Infrastructure Management Services, for Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program, for the period of August 13, 2025 through August 12, 2026, for a contract total not to exceed \$75,201.20; per RFP #25-055-DOT, with one option to renew for an additional one-year term.

Discussion by County Engineer William Edison and Traffic Engineer Stephan Zulkowski explaining the technology of the portable traffic data camera.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog
SECONDER:	Sadia Covert
AYES:	Covert, Garcia, Ozog, and DeSart
ABSENT:	Evans, Tornatore, and Zay

10. AWARDING RESOLUTIONS**10.A. [DT-R-0022-25](#)**

Awarding Resolution to Thorne Electric, Inc., for 2025 Traffic Signal Mast Arm Replacements at various intersections within DuPage County, Section 25-TSMAR-10-GM, for an estimated County cost of \$1,482,269.60; Per lowest responsible bid.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

11. RESOLUTIONS**11.A. [DT-R-0023-25](#)**

Resolution to rescind DT-P-0089-23, issued to V3 Companies, Ltd., for professional construction engineering services for improvements to the CH 4/Bloomington Road bridge over Chicago Central & Pacific Railroad Section 22-00184-12-BR; (Cost was not to exceed \$641,743.81).

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

11.B. [DT-R-0024-25](#)

Recommendation for approval of a Lease Agreement for Real Property between the County of DuPage and Commonwealth Edison, for the lease of a portion of ComEd's property for use by the general public, as a part of the East Branch DuPage River Greenway Trail. (County Cost-\$1.00).

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

11.C. [DT-R-0025-25](#)

Recommendation for approval of a Lease Agreement for Real Property between the County of DuPage and Commonwealth Edison for the lease of a portion of ComEd's property for use by the general public, as a part of the Illinois Prairie Path-Geneva Spur. (County Cost-\$1.00).

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

12. PRESENTATION

12.A. [25-1838](#)

Hinsdale Lake Terrace Pilot Service Amendment Options.

Chief Transportation Planner John Loper shared the Hinsdale Lake Terrace pilot Rideshare Access Program (RAP) service amendment options. After some discussion, the Transportation Committee members agreed DOT should move forward with the amendment process as was proposed by DOT. Once the amendment has been completed, it will be brought back to the Transportation Committee for approval.

The Committee also discussed the proposed sidewalk and lighting improvements along 91st Street as well as the funding options for both parts of this larger project.

13. OLD BUSINESS

Member DeSart mentioned the Joliet First Transition / Last Transition Project. Discussion held.

14. NEW BUSINESS

No new business was discussed.

15. ADJOURNMENT

With no further business, the meeting was adjourned at 11:00 AM with a motion by Chair Ozog and a second by Member Garcia.



Transportation Requisition under \$30,000

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

File #: 25-1892

Agenda Date: 8/19/2025

Agenda #: 6.A.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1892	RFP, BID, QUOTE OR RENEWAL #: #24-416CMS-BOSS4-B-39065	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$15,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 09/02/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$15,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Gasaway Distributors, Inc.	VENDOR #: 11295	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Kristina Jauch	VENDOR CONTACT PHONE: 630-985-1600 x215	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: kristina@gasawayco.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-64	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).			
Recommendation for the approval of a contract purchase order to Gasaway Distributors Inc., to furnish and deliver liquid calcium chloride on an as-needed basis for the Division of Transportation, for the period October 1, 2025 through September 30, 2026, for a contract total not to exceed \$15,000.00; contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (BidBuy).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
To provide a liquid deicer that will work well at extremely low temperatures.			

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

SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Illinois BidBuy contract #24-416CMS-BOSS4-B-39065.
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 Gasaway Distributors Inc., for liquid calcium chloride under Illinois Bid Buy contract #24-416CMS-BOSS4-B-39065. 2. The Illinois BidBuy 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: Gasaway Distributors Inc.	Vendor#: 11295	Dept: Division of Transportation	Division: Accounts Payable
Attn: Kristina Jauch	Email: kristina@gasawayco.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: PO Box 4986	City: Oak Brook	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60522	State: IL	Zip: 60187
Phone: 630-985-1600 x215	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Gasaway Distributors Inc.	Vendor#: 11295	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Dominic Novak	Email: dominic.novak@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Sep 30, 2026

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		Liquid Calcium Chloride	FY25	1500	3510	52270		14,000.00	14,000.00
2	1	EA		Liquid Calcium Chloride	FY26	1500	3510	52270		1,000.00	1,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver liquid calcium chloride for DOT on an as-needed basis.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Kristina Jauch, Dominic Novak, David Koehler, Roula Eikosidekas 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.

Signature on file



Notice of Award Form

Agency and Awarded Vendor Information

Description:	JPMC Ice Compounds - a joint purchase master contract for all governmental units and qualified not-for-profit agencies to Ice Removal Compounds on an as needed basis for the life of the contract. This is an indefinite quantity master contract with an estimated award amount.		
Bid Number:	24-416CMS-BOSS4-B-39065	Agency:	Central Management Services
Vendor Selected for Award:	Gasaway Distributors Inc.		
Line Item Description:	All line items will be awarded except lines 85-168 due to no bid. Unawarded line items may be re-bid at a later date.		
Total Award Amount	\$3,861,038	Number of unsuccessful bidders/offerors	0

<u>Terms (Add Renewal Terms as appropriate)</u>	<u>Length</u>	<u>Value</u>
Initial Term	4 years	\$3,861,038
Renewal Options	N/A	N/A
Add Renewal Term 1,2,3	Delete Renewal Term	

Farm Leases and Concessions

Value to the State:	N/A
<i>Estimated Financial Return to the State for the Life of the Contract (Includes Renewals)</i>	
Value to the Vendor:	N/A
<i>Estimated Gross Revenue to the Vendor for the Life of the Contract (Includes Renewals)</i>	

Business Enterprise Program/Veterans Business Program

Awarded bidder/offeree BEP/VBP Utilization Plan Goals 30 ILCS 575/7 (6)

% of VBP Per Utilization Plan:	0%	% of BEP Per Utilization Plan:	4%
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List each bidder or offeror's name	Total bid amount	The name(s) of the certified BEP firm(s) identified in the bidder's or offeror's submitted utilization plan	The bid's <u>Amount</u> awarded to certified BEP firms identified in the utilization plan	The <u>Percentage</u> of the bid's amount awarded to certified BEP firms identified in the utilization plan
Gasaway Distributors, Inc	\$3,861,038	711 GEO LLC	\$154,441.52	4%

*NA indicates that the offeror's pricing remained sealed.

Add Row	Delete Row
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Notice of Award Form

Agency Contact

Contact Name:	Anita Oest	Telephone Number:	217.785.5155
Email Address:	anita.oest@illinois.gov	Fax Number:	
Street Address:	300 West Jefferson St.	City:	Springfield
State:	Illinois	Zip Code:	62702

SPO Written Determination for Contract Award Decision

- ☐ **General** - Applies to Split Awards, Award to Other than Lowest Responsible and Responsive Bidder. The Rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.
- ☒ **Invitation for Bid** - The contract was procured through the Invitation for Bid Process, and the contract has been awarded to the lowest priced responsive and responsible bidder.
- ☐ **Invitation for Bid award with Domestic Products preference** - The contract was procured through the Invitation for Bid Process, and the contract has been awarded to the lowest priced responsive and responsible bidder by applying the Procurement of Domestic Products preference.
- ☐ **Request for Proposal** - Based on factors set forth in the Request for Proposal, the contract has been awarded to the offeror whose proposal is most advantageous to the State.
- ☐ **Renewal** - The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency's justification.

Other: Per JCAR Sect. 1.2005 g) award to the single bidder as the agency determined the contract price to be fair and reasonable. Bid was published from 10/27/23 to 11/20/23 allowing ample time for vendors to submit bids.

Signature Field: John H Demien
Digitally signed by John H Demien
Date: 2024.03.27 15:34:18 -05'00'

Date: Mar 27, 2024



Notice of Award Form

Agency and Awarded Vendor Information

Description:	JPMC Ice Compounds - a joint purchase master contract for all governmental units and qualified not-for-profit agencies to Ice Removal Compounds on an as needed basis for the life of the contract. This is an indefinite quantity master contract with an estimated award amount.		
Bid Number:	24-416CMS-BOSS4-B-39065	Agency:	Central Management Services
Vendor Selected for Award:	Gasaway Distributors Inc.		
Line Item Description:	All line items will be awarded except lines 85-168 due to no bid. Unawarded line items may be re-bid at a later date.		
Total Award Amount	\$3,861,038	Number of unsuccessful bidders/offerors	0

<u>Terms (Add Renewal Terms as appropriate)</u>	<u>Length</u>	<u>Value</u>
Initial Term	4 years	\$3,861,038
Renewal Options	N/A	N/A
Add Renewal Term 1,2,3	Delete Renewal Term	

Farm Leases and Concessions

Value to the State:	N/A
<i>Estimated Financial Return to the State for the Life of the Contract (Includes Renewals)</i>	
Value to the Vendor:	N/A
<i>Estimated Gross Revenue to the Vendor for the Life of the Contract (Includes Renewals)</i>	

Business Enterprise Program/Veterans Business Program

Awarded bidder/offeree BEP/VBP Utilization Plan Goals 30 ILCS 575/7 (6)

% of VBP Per Utilization Plan:	0%	% of BEP Per Utilization Plan:	4%
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List each bidder or offeror's name	Total bid amount	The name(s) of the certified BEP firm(s) identified in the bidder's or offeror's submitted utilization plan	The bid's <u>Amount</u> awarded to certified BEP firms identified in the utilization plan	The <u>Percentage</u> of the bid's amount awarded to certified BEP firms identified in the utilization plan
Gasaway Distributors, Inc	\$3,861,038	711 GEO LLC	\$154,441.52	4%

*NA indicates that the offeror's pricing remained sealed.

Add Row	Delete Row
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Notice of Award Form

Agency Contact

Contact Name:	Anita Oest	Telephone Number:	217.785.5155
Email Address:	anita.oest@illinois.gov	Fax Number:	
Street Address:	300 West Jefferson St.	City:	Springfield
State:	Illinois	Zip Code:	62702

SPO Written Determination for Contract Award Decision

- ☐ **General** - Applies to Split Awards, Award to Other than Lowest Responsible and Responsive Bidder. The Rationale described by the purchasing agency in the recommendation to award seems reasonable, and serves as the basis for the contract decision.
- ☒ **Invitation for Bid** - The contract was procured through the Invitation for Bid Process, and the contract has been awarded to the lowest priced responsive and responsible bidder.
- ☐ **Invitation for Bid award with Domestic Products preference** - The contract was procured through the Invitation for Bid Process, and the contract has been awarded to the lowest priced responsive and responsible bidder by applying the Procurement of Domestic Products preference.
- ☐ **Request for Proposal** - Based on factors set forth in the Request for Proposal, the contract has been awarded to the offeror whose proposal is most advantageous to the State.
- ☐ **Renewal** - The contract is a renewal in accordance with the terms of the existing contract. The award decision is based on justification presented by the purchasing agency's justification.

Other: Per JCAR Sect. 1.2005 g) award to the single bidder as the agency determined the contract price to be fair and reasonable. Bid was published from 10/27/23 to 11/20/23 allowing ample time for vendors to submit bids.

Signature Field: John H Demien
Digitally signed by John H Demien
Date: 2024.03.27 15:34:18 -05'00'

Date: Mar 27, 2024

QUOTE



Phone: 630.985.1600
Oak Brook, IL 60522

Prepared For:

DuPage County - DOT
PO# 119398
421 N. County Farm Road
Wheaton, IL 60187

Ship To

DuPage County - DOT
140 N. County Farm Road
Wheaton, IL

DATE	ESTIMATE NO.
7/18/2025	12485

Customer Contact	Customer Phone	TERMS	FOB	PRICE EFFECTIVE THROUGH		
Roula Eikosidekas	630-407-6906	Net 30	GASAWAY	10/01/25 - 09/30/26		
DESCRIPTION				QTY	COST/UNIT	TOTAL
32% Calcium Chloride - Industrial Grade #24-416CMS-BOSS4-P-39065 State Bid Pricing				4,300	0.78	3,354.00
Customer E-mail	roula.eikosidekas@dupagecounty.gov					

Prices are quoted delivered, full load, to one location.
Loads are billed actual gallons delivered.
One hour is allowed for unloading. Demurrage is billed after the first hour.

This quote supersedes all prior quotes for similar item and quantity
Quotation is subject to the Standard Terms & Conditions Sale
PRODUCT & PRICE BASED ON AVAILABILITY

Gasaway Distributors, Inc

P: 630-985-1600 x215 F: 630-343-2260 kristina@gasawayco.com

Distributors of Liquid and Dry Chemicals for Deicing and Dust Control
Sodium Chloride, Calcium Chloride, Magnesium Chloride and Blends

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Ice Removal Compounds
24-416CMS-BOSS4-P-65257

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☒ No

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD ILLINOIS CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)
9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

STATE OF ILLINOIS CONTRACT

Central Management Services
JPMC Ice Removal Compounds
24-416CMS-BOSS4-P- 65257

VENDOR

Vendor Name: Gasaway Distributors Inc	Address (City/State/Zip): Romeoville, IL 60446
Signature:	Phone: 630-985-1600
Printed Name: David A Gasaway	630-343-2260
Title: President	dag@gasawayco.com
Date: 11/17/23	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson St.	
City, State ZIP: Springfield, IL 62702	
Official Signature:	6/26/24
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement	
Officer	

AGENCY USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 24-416CMS-BOSS4-R-180926
- Project Title: JPMC Ice Removal Compounds
- Contract #: 24-416CMS-BOSS4-P-65257
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 24-416CMS-BOSS4-B-39065
- BidBuy / Bulletin Publication Date: 10/27/23
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No Percentage:
- Minority Owned Business? ☐ Yes ☒ No Percentage:
- Women Owned Business? ☐ Yes ☒ No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** To establish a Joint Purchase Master Contract (JPMC) for ice removal compounds requested to be purchased on an as needed basis during the contract period.

This JPMC may be utilized by all governmental units and qualified not-for-profit agencies as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide Ice Removal Compounds required on an as-needed basis.

- A. Salt Brine Solution (Enhanced): Enhanced salt brine shall be 75% salt brine (22-23%) Sodium Chloride, 8-10% Calcium Chloride (32%), and 15% Beet organic additive, or an approved equivalent blend. The organic additive shall have a freeze point of at least -35/F and shall not include magnesium chloride.
- B. Sodium Chloride (22-23%): The liquid salt 22-23% solution product to include a suitable type and concentration of green dye for identification purposes, and solutions may be tested by IDOT upon delivery for specification compliance.
- C. Calcium Chloride (32%): Shall meet all the requirements of AASHTO M-144, Type-L, 32% as stated within Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction, adopted on April 01, 2016 Section 1013.01 Calcium Chloride" which is made available on the IDOT internet home page (www.idot.illinois.gov). Go to: Doing Business/ Construction Quick-Links / Standard Specifications, / Standard Specifications For Road And Bridge Construction - Manual Adopted April 1, 2016.
- D. Calcium Chloride (90% Pellets): Shall meet all of the requirements of AASHTO M-144, Type S, Grade-2, Class B.
- E. Ice Melt Reference Specifications: Chemical Formulations approved for the State of Illinois or approved equivalent formulations:

Potassium Chloride (KCl) or CAS No. 7447-40-7

Sodium Chloride (NaCl) or CAS No. 7647-14-5

Urea (NH₂CONH₂) or CAS No. 57-13-6

Methyl α-D-glucoside (C₇H₁₄O₆) or CAS No. 97-30-3

Calcium Chloride (CaCl₂) or CAS No. 10043-52-4

Calcium Carbonate (CaCO₃) or CAS No. 471-34-1

Limestone CAS No. 1317-65-3

Zinc Sulfate (O4SZN) or CAS No. 7446-20-2

Application Rate: Spread rate of 1-cup (1/4 LB) per sq/yd USDA authorized not harmful to grass, concrete, shrubs, carpet, shoes, and non-toxic to children and/ or pets. Odorless and colorless, and melts ice and snow at subzero temperatures.

- F. Liquid Runway Deicer Specifications: Must meet Federal Aviation Administration (FAA) requirements and approved Aerospace Material Specification (AMS) 1435D.

Aqueous potassium acetate and propylene glycol plus corrosion inhibitors, non-hazardous

- G. Bagged Rock Salt Specifications: Chemical Formulations approved for the State of Illinois or approved equivalent formulations:

Potassium Chloride (KCl) or CAS No. 7447-40-7

Sodium Chloride (NaCl) or CAS No. 7647-14-5

Urea (NH₂CONH₂) or CAS No. 57-13-6

Methyl α-D-glucoside (C₇ O₆ H₁₄) or CAS No. 97-30-3

Calcium Chloride (CaCl₂) or CAS No. 10043-52-4

Calcium Carbonate (CaCO₃) or CAS No. 471-34-1

Limestone CAS No. 1317-65-3

Zinc Sulfate (O4SZN) or CAS No. 7446-20-2

Application Rate: Spread rate of 1-cup (1/4 LB) per sq/yd USDA authorized not harmful to grass, concrete, shrubs, carpet, shoes, and non-toxic to children and/ or pets. Odorless and colorless, and melts ice and snow at subzero temperatures.

- H. Pellets: shall meet all the requirements of AASHTO M-144, Type S, Grade-2, Class B.
- I. Flakes: shall meet all the requirements of AASHTO M-144, Type S, Grade-2, Class B.
- J. Packaging: Ice Melt shall be packaged in a 50 lb. moisture proof bag with 49 bags/pallet.
- K. Liquid Deicer shall be packaged in a 265 gal. tote.
- L. Solid Deicer shall be packaged in a 55 lb. moisture proof bag with 40 bags/pallet.

M. Rock Salt shall be packaged in a 50 lb. moisture proof bag with 49 bags/pallet.

N. Solid Deicer Specifications: Must meet Federal Aviation Administration (FAA) requirements and approved Aerospace Material Specification (AMS) 1431E 97% Anhydrous sodium acetate, non-hazardous

1.2.2. All ice removal compounds shall be subject to inspection and tests by the end user for compliance with the specifications, and the State reserves the right to make such inspection and tests at the place of manufacturer, delivery destination, or both; and the State reserves the right to reject any materials it deems unsuitable.

1.2.3. ORDERING INSTRUCTIONS: Orders may be placed with the Vendor via email or telephone to enable prompt shipment and delivery. However, all State entities shall submit a formal BidBuy order to follow. Shipments made in response to an order shall be for the exact order quantity and items not shipped may not be backordered.

1.2.4. All Governmental Units and Qualified Not-For-Profit Agencies reserve the right to return or not to return empty totes and pallets. During the term of the contract and 3 months after the contract has expired, the Vendor shall agree to pick up the empty totes or pallets when making subsequent deliveries if requested.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address:

CMS.BOSS.Sourcing@illinois.gov.

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS:

Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

1.5. TRANSPORTATION AND DELIVERY:

- 1.5.1. Orders may be placed with the Vendor via email or telephone to enable prompt shipment and delivery. However, all State Agencies shall submit a formal BidBuy order to follow. Shipments made in response to an order shall be for the exact order quantity and items not shipped may not be backordered.
- 1.5.2. Each Line Item in BidBuy has a minimum order. If a Governmental Unit or Qualified Not-For-Profit Agency requests to order less than the minimum, they must first receive permission from the Vendor to proceed with the order. For orders less than the minimum, the Vendor shall prepay the freight charges and add the differences of such freight charges to the invoice as a separate line item. The delivery charge for any orders less than the minimum order will be capped at 10% of the total order. Vendor will be required to submit a copy of the freight charges with the invoice.
- 1.5.3. Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any Governmental Unit or Qualified Not-For-Profit Agency location within the State of Illinois. Delivery locations will be identified on individual orders. Vendor shall coordinate delivery location requirements with the ordering entity prior to shipment. The minimum order is stated on the Line Items in BidBuy to qualify for F.O.B. Destination.
- 1.5.4. Packing lists showing order number provided to Vendor must be furnished with each shipment and must be shown on the outside of each shipping container along with the Vendor name.
- 1.5.5. Packing lists showing order number provided to Vendor must be furnished with each shipment and must be shown on the outside of each shipping container along with the Vendor name.
- 1.5.6. Deliveries made to State Agencies will be delivered between 9:00 AM and 3:00 PM (Monday through Friday), excluding State holidays, unless pre-approved by the ordering entity.
- 1.5.7. Deliveries made to non-State Agencies will be arranged between the ordering entity and the Vendor.

- 1.5.8. There is no guarantee of quantities for actual orders or usage. Vendor shall furnish all requirements for the Contract period.
- 1.5.9. If Vendor is unable, or anticipates that it will not be able, to fulfill an order in accordance with the requirements of the Contract, Vendor will submit a request to delay order fulfillment to the ordering entity in writing within 72 hours of receipt of the applicable order and will include in such request its best estimate of the duration of the delay and the reasons for the delay. At the ordering entity's discretion, the entity may choose to approve the delay or be relieved from its obligations to purchase any quantities of supplies or equipment in such order and may cancel such quantities effective upon notice to the Vendor. The ordering entity may elect to pursue alternative sources to fulfill the obligations of the canceled order. Vendor shall, at its own cost, use commercially reasonable efforts to remedy any shortage of supply and resume meeting the requirements of the Contract as soon as possible.
- 1.5.10. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.11. Weights and Measures: Governmental units and qualified not-for-profit agencies reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The State reserves the right to take action to remedy Vendors failure to provide accurate weights and measures.
- 1.5.12. State reserves the right to take action to remedy Vendors failure to provide accurate weights and measures.
- 1.5.13. Foreign Materials: Truck loads containing any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc., may be rejected at the delivery site. In the event the agency discovers foreign material in any order stored at its maintenance locations, the product with foreign matter will be reloaded onto the cartage haulers-truck and returned for either a credit, replacement conforming load, or a refund credit consistent with the amount indicated in the contract.

1.6. SUBCONTRACTING

Subcontractors are allowed.

- 1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity

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provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

- 1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: 711 GEO LLC

Amount to Be Paid: dependent on items awarded and ordered

Address: 2206 N Main Street, Suite 190, Wheaton, IL 60187

Description of Work: supply material- sodium Chloride

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

- 1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: 1290 Lakeside Drive, Romeoville, IL 60446

Value of services performed at this location: ~~dependent on~~ items awarded and ordered 100% 5/30/24

- Location where services will be performed: Click here to enter text

Value of services performed at this location: Click here to enter text

2. PRICING

2.1 FORMAT OF PRICING:

2.5.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.5.1 Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2. TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3. EXPENSES ALLOWED: Expenses are not allowed..

2.4. DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5. VENDOR'S PRICING: Pricing is in the Items Tab in BidBuy.

Economic Adjustment Clause

2.5.1. The prices in this Contract must remain firm for the first year after the execution date of the Contract. Thereafter, one upward price adjustment may be applied no more frequently than once during any given twelve (12) month period.

2.5.2. All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Department of Central Management Services Bureau of Strategic Sourcing (BOSS).

2.5.3. In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given twelve (12) month period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.5.4. Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) item number:

WP060613 Basic Inorganic Chemicals

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.

The published PPI Index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BOSS regardless of whether it is a preliminary or final index publication.

- 2.5.5 No further adjustments will be made once the maximum allowable adjustment has been calculated for the given 12 months.

The maximum allowable adjustment shall be calculated as follows:

$$\text{Maximum Allowable Price} = A / B * C$$

A = Bid Price

B = Base PPI index (defined by time of bid opening)

C = Published PPI index at time of requested adjustment

The U.S. Bureau of Labor Statistics web site can be located at [HTTP://WWW.BLS.GOV/PPI](http://www.bls.gov/ppi).

- 2.5.6 Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by CMS and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.
- 2.5.7 Requested adjustments shall include the contract number, item number, line number, bid price and requested price adjustment.
- 2.5.8 In all cases, the contractor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.
- 2.5.9 If the contractor has unresolved complaints filed against it for non-delivery of or poor-quality service, its request may be denied until such time as all past complaints are resolved to the satisfaction of the State.
- 2.5.10 For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

- 2.6 **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of three (3) years and six (6) months commencing upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

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the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor will be required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.
- 5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

- 5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.
- 5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.
- 5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.
- 5.8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.
- 5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

5.11 Regions are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

A map of Illinois divided into 102 counties. Major cities are marked with dots and labeled: Schaumburg, Dixon, Peoria, Springfield, Effingham, Collinsville, St. Clair, Carbondale, and Paris. The map is divided into nine numbered regions: D2, D3, D4, D5, D6, D7, D8, D9, and D. Counties are labeled with their names, and some are grouped into larger regions like D2, D3, D4, D5, D6, D7, D8, and D9. The map also shows the state's borders with neighboring states: Indiana to the east, Kentucky to the south, Missouri to the west, and Wisconsin to the north.



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-416CMS-BOSS4-B-39065
COMPANY NAME:	GASWAY DISTRIBUTORS CO INC
CONTACT PERSON:	DAVID A. GASWAY
CONTACT EMAIL:	KRISTINA@GASWAYCO.COM

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: DAVID GASQUARDY

Signature: **Signature on file**

Title: PRES.

Date: July 16th 2025



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0041-25

Agenda Date: 8/19/2025

Agenda #: 6.B.

AWARDING RESOLUTION
ISSUED TO PRIORITY PRODUCTS, INC.
TO FURNISH AND DELIVER
WEATHERHEAD HYDRAULIC FITTINGS, HOSES AND CONNECTORS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$45,000.00)

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

WHEREAS, the lowest responsible bidder has been designated, and the Transportation Committee recommends County Board approval for the issuance of a contract to Priority Products, Inc., to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2025 through October 31, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Weatherhead hydraulic fittings, hoses and connectors, as needed for the Division of Transportation, for the period November 1, 2025 through October 31, 2026, is hereby approved for issuance to Priority Products, Inc., 320 North 6th Street, St. Charles, Illinois 60174, for a contract total not to exceed \$45,000.00.

Enacted and approved this 26th day of August, 2025 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#: 25-1893	RFP, BID, QUOTE OR RENEWAL #: #23-089-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$35,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 09/02/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$160,000.00
	CURRENT TERM TOTAL COST: \$45,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Priority Products, Inc.	VENDOR #: 10363	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Wendy Dorris	VENDOR CONTACT PHONE: 630-584-7908	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: sales@priorityproductsinc.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-63	

Overview

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

Recommendation for the approval of a contract to Priority Products Inc., to furnish and deliver weather-head brands, hydraulic fittings, hoses and connection on an as-needed basis for the DOT Fleet, for the period November 1, 2025 through October 31, 2026, for a contract total not to exceed \$45,000.00, per low bid #23-089-DOT, this will be the second of three renewals upon mutual agreement.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished

To provide hydraulic fittings, hoses and connectors for County owned vehicles and equipment.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Priority Products, Inc.	Vendor#: 10363	Dept: Division of Transportation	Division: Accounts Payable
Attn: Wendy Dorris	Email: wendy@priorityproducts.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 320 N. 6th St.	City: St. Charles	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60174	State: IL	Zip: 60187
Phone: 630-584-7908	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Priority Products, Inc.	Vendor#: 10363	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 1, 2025	Contract End Date (PO25): Oct 31, 2026

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		Weather-head Brand Hydraulic Fittings, Hoses & Connectors	FY25	1500	3520	52250		15,000.00	15,000.00
2	1	EA		Weather-head Brand Hydraulic Fittings, Hoses & Connectors	FY26	1500	3520	52250		30,000.00	30,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 45,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver weather-head brand hydraulic fittings, hoses & connectors for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Wendy Dorris, Shannon Hollis, William Bell, Roula Eikosidekas 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 COUNTY OF DUPAGE
FINANCE - PROCUREMENT
WEATHERHEAD BRAND & HYDRAULIC FITTINGS FOR HOSES 23-089-DOT
BID TABULATION



NO.	ITEM	VALUE	PRIORITY PRODUCTS, INC		LAWSON PRODUCTS, INC	
			MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE	MARKUP / DISCOUNT ADJUSTMENT	EXTENDED PRICE
1	Weatherhead Fittings and Hoses	\$40,000	-70%	\$ 12,000.00	-66%	\$ 13,600.00
GRAND TOTAL				\$ 12,000.00		\$ 13,600.00

NOTES

1. Priority Products, Inc. extended price when multiplied out resulted in an adjusted Price with an increase of \$2,000.00 - (\$40,000.00 – 70%).
2. Lawson Products, Inc provided no extended price when multiplied out \$40,000.00 - 66% resulted in an extended price of \$13,600.00.

Bid Opening 8/29/2023 @ 2:30 PM	NE, DW, RJ
Invitations Sent	28
Total Vendors Requesting Documents	1
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

The value shown is an approximate and intended to establish pricing.

All goods shall be F.O.B. Destination.

The percentage discount or percentage mark-up submitted by the contractor shall remain firm for the contract period.

NO.	ITEM	VALUE	MARKUP/DISCOUNT OF ADJUSTMENT (-, +) %	EXTENDED PRICE
1	Weatherhead Fittings and Hoses	\$40,000.00	70 %	\$ 10,000
GRAND TOTAL				\$ 10,000
GRAND TOTAL (In words) <i>TEN THOUSAND DOLLARS</i>				

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on file

(Signature and Title) Vice President, Sales

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 22nd day of August AD, 2023

Signature on file
(Notary Public) _____ My Commission Expires: 3/17/2025



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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Priority Products Inc	NAME	SAME
CONTACT	SHANNON Hollis	CONTACT	
ADDRESS	320 N. 6th Street	ADDRESS	
CITY ST ZIP	ST. CHARLES IL 60174	CITY ST ZIP	
TX	630-584-7908	TX	
FX	630-377-6887	FX	
EMAIL	sales@priorityproductsinc.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892		DuPage County Division of Transportation Attn: William Bell 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6927	

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



The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Priority Products, Inc. located at 320 N. 6th Street, St. Charles, IL 60174 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-089-DOT which became effective on 11/1/2023 and which will expire 10/31/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 10/31/2026.

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

THE COUNTY OF DUPAGE

SIGNATURE

Sara Rogers

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

CONTRACTOR

Signature on file

SIGNATURE

Wendy Dorris

PRINTED NAME

CEO

PRINTED TITLE

DATE

7/22/2025



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	#23-089-DOT
COMPANY NAME:	Priority Products, Inc.
CONTACT PERSON:	Shannon Hollis
CONTACT EMAIL:	sales@priorityproductsinc.com

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: WENDY DORRIS

Signature: Signature on file

Title: CEO

Date: 7/21/25



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0042-25

Agenda Date: 8/19/2025

Agenda #: 6.C.

AWARDING RESOLUTION
ISSUED TO LAKESHORE RECYCLING SYSTEMS
FOR DISPOSAL OF SOLID WASTE
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$55,000.00)

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

WHEREAS, the lowest responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Lakeshore Recycling Systems, for disposal of solid waste, as needed for the Division of Transportation, for the period October 1, 2025 through September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract for disposal of solid waste, as needed for the Division of Transportation, for the period October 1, 2025 through September 30, 2026, is hereby approved for issuance to Lakeshore Recycling Systems, 5500 Pearl Street, Rosemont, Illinois 60018, for a contract total not to exceed \$55,000.00, first of three renewals.

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1896	RFP, BID, QUOTE OR RENEWAL #: #24-097-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$55,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/19/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$220,000.00
	CURRENT TERM TOTAL COST: \$55,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Lakeshore Recycling Systems	VENDOR #: 26705	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Wallace "Sonny" Ellen III	VENDOR CONTACT PHONE: 320-426-0581	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: wellen@lrsrecycles.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-61	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).			
Recommendation for the approval of a contract to Lakeshore Recycling, for the haul-off and dumpster service of solid waste disposal on an as-needed basis for the DOT Fleet, for the period October 1, 2025 through September 30, 2026, for a contract total not to exceed \$55,000.00, per low bid #24-097-DOT, this will be the first of three renewals upon mutual agreement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
To properly dispose of solid waste generated by the DOT, as a result of normal highway maintenance and or construction.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Lakeshore Recycling Systems	Vendor#: 26705	Dept: Division of Transportation	Division: Accounts Payable
Attn: Wallace "Sonny" Ellen III	Email: wellen@lrsrecycles.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 5500 Pearl Street	City: Rosemont	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60018	State: IL	Zip: 60187
Phone: 320-426-0581	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Lakeshore Recycling Systems	Vendor#: 26705	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Sep 30, 2026

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		Solid Waste Disposal	FY25	1500	3510	53810		54,000.00	54,000.00
2	1	EA		Solid Waste Disposal	FY26	1500	3510	53810		1,000.00	1,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 55,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To haul-off and dumpster service of solid waste disposal on an as-needed basis for the DOT Fleet,
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Wallace "Sonny" Ellen III, Jason Walsh, Dominic Novak, David Koehler, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
SOLID WASTE DISPOSAL 24-097-DOT
BID TABULATION



NO.	LOCATIONS	UOM	QTY	Lakeshore Recycling Systems		Utility Transport Services, Inc.	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Stockpile Testing and Analysis 1900 Arthur Dr. West Chicago, IL 60185	EA	10	NO BID		\$ 4,400.00	\$ 44,000.00
2	Stockpile Testing and Analysis 7900 S. Rt. 53 Woodridge, IL 60517	EA	10	NO BID		\$ 4,400.00	\$ 44,000.00
3	Dumpster Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ 65.00	\$ 13,000.00	\$ 119.00	\$ 23,800.00
4	Dumpster Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ 65.00	\$ 13,000.00	\$ 119.00	\$ 23,800.00
5	Haul-off Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ 65.00	\$ 13,000.00	\$ 89.00	\$ 17,800.00
6	Haul-off Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ 65.00	\$ 13,000.00	\$ 89.00	\$ 17,800.00
GRAND TOTAL				\$ 52,000.00			\$ 171,200.00

NOTES

Bid Opening 8/29/2024 @ 2:30 PM	HK, BR
Invitations Sent	12
Total Vendors Requesting Documents	1
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

Quantities listed are canvassing quantities and intended to establish pricing. Pricing submitted in the table below shall include all dumpster fees, testing, documentation, labor, materials, and incidentals, including but not limited to tarps, liners, trucking costs, landfill tipping fees, permits, etc., F.O.B. Destination.

NO	LOCATIONS	UOM	QTY	PRICE	EXTENDED PRICE
1	Stockpile Testing and Analysis 1900 Arthur Dr. West Chicago, IL 60185	EA	10	\$	\$
2	Stockpile Testing and Analysis 7900 S. Rt. 53 Woodridge, IL 60517	EA	10	\$	\$
3	Dumpster Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ 13,000	\$ 65 A TON
4	Dumpster Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ 13,000	\$ 65 A TON
5	Haul-off Service 1900 Arthur Dr. West Chicago, IL 60185	TONS	200	\$ 13,000	\$ 65 A TON
6	Haul-off Service 7900 S. Rt. 53 Woodridge, IL 60517	TONS	200	\$ 13,000	\$ 65 A TON
GRAND TOTAL					\$ 52,000 FOR 800 TONS
GRAND TOTAL (In words) FIFTY TWO THOUSAND DOLLARS FOR 800 TONS & \$65 EA TON OVER					

SECTION 8 - BID FORM SIGNATURE PAGE

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

X

DocuSigned by:

Signature on file

UEUA1C8UAFB414...

Major Account Executive

(Signature and Title)

CORPORATE SEAL
(If available)

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

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

(Notary Public)

My Commission Expires: _____

SEAL

**SECTION 9 - MANDATORY FORM
SOLID WASTE DISPOSAL 24-097-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	LAKESHORE RECYCLING SYSTEMS		
Main Business Address	5500 Pearl Street		
City, State, Zip Code	Rosemont	IL	60018
Telephone Number	320-426-0581	Email Address	wellen@lrsrecycles.com
Bid Contact Person	Wallace "Sonny" Ellen III		

The undersigned certifies that he is:

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

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

SIGNATURE ON FILE

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	LAKESHORE RECYCLING SYSTEMS	NAME	LAKESHORE RECYCLING SYSTEMS
CONTACT	Wallace "Sonny" Ellen III	CONTACT	VENDOR # 26705
ADDRESS	5500 Pearl Street	ADDRESS	5500 Pearl Street
CITY ST ZIP	Rosemont IL 60018	CITY ST ZIP	Rosemont IL 60018
TX	320-426-0581	TX	847-779-7500 x 362
FX		FX	
EMAIL	wellen@lrsrecycles.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6892 Email : DOTFinance@dupagecounty.gov		DuPage County Attn: Roula Eikosidekas 180 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6906 EMAIL : roula.eikosidekas@dupagecounty.gov	

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



The County of DuPage
Finance Department
Procurement Division, Room 3-400
421 North County Farm Road
Wheaton, Illinois 60187

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Lakeshore Recycling Systems, LLC located at 5500 Pearl St., Suite 300, Rosemont, IL 60018, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-097-DOT which became effective on 10/1/2024 and which will expire 9/30/2025. The contract is subject to the first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 9/30/2026.

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

THE COUNTY OF DUPAGE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

CONTRACTOR

Signature on file

SIGNATURE

Wallace "Sonny" Ellen III

PRINTED NAME

Sales Executive - Regional

PRINTED TITLE

07/17/2025

DATE



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Bid #24-097-DOT
COMPANY NAME:	LAKESHORE RECYCLING SYSTEMS
CONTACT PERSON:	Wallace "Sonny" Ellen III
CONTACT EMAIL:	wellen@lrsrecycles.com

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

[Ethics | DuPage Co. IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Wallace "Sonny" Ellen III

Signature Signature on file

Title: Sales Executive - Regional

Date: 07/17/2025



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0043-25

Agenda Date: 8/19/2025

Agenda #: 6.D.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND R.M. CHIN & ASSOCIATES, INC.

PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE DIVISION OF TRANSPORTATION
HIGHWAY MAINTENANCE GARAGE AND YARD FACILITIES WHEATON, IL. 60187 SECTION 25-00179-36-MG
(CONTRACT TOTAL NOT TO EXCEED \$4,661,460.00)

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 the Division of Transportation Highway Maintenance Garage and Yard Facilities, located at the DuPage County Campus, County Farm Road, Wheaton, IL 60187, Section 25-00179-36-MG (hereinafter referred to as "PROJECT"); and

WHEREAS, R.M. Chin & Associates, Inc. (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Services, and is willing to perform the required services for an amount not to exceed \$4,661,460.00; 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.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and R.M. Chin & Associates, Inc. be hereby accepted and approved for a contract total not to exceed \$4,661,460.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to R.M. Chin & Associates, Inc., 500 West 18th Street, Suite 200, Chicago, Illinois 60616, by and through the Division of Transportation.

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1872	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$4,661,460.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/19/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$4,661,460.00
	CURRENT TERM TOTAL COST: \$4,661,460.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: RM Chin & Associates, Inc.	VENDOR #: 12870	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Eileen Chin	VENDOR CONTACT PHONE: 312.595.2000	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: eileenC@rmchin.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Construction Engineering Services for the Highway Maintenance Garage and yard facilities, section number 25-00179-36-MG. Not to exceed \$4,661,460.00 through May 31, 2029.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation (DOT) is in need of Professional Construction Engineering Services for the construction of a new Highway Maintenance Garage and yard facilities located at the County's Government Center in Wheaton, Illinois.			

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

SOURCE SELECTION	Describe method used to select source. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 14 firms. Based on the review of the Statements of Interest, 4 firms were shortlisted and requested to submit a Statement of Qualification. The DOT staff reviewed each submittal taking into consideration the firm's technical approach and key considerations, staff organization and key staff capabilities, strategies to ensure timely completion and the firm's approach to communicating & coordinating with project stakeholders. Based on a comprehensive review of the submittals, the DOT staff determined that the project team assembled by RM Chin and Associates, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to RM Chin and Associates, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that RM Chin and Associates, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: DO NOT SEND COPY TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: DOT Finance
Attn:	Email:	Attn: Accounts Payable	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:
Send Payments To:		Ship to:	
Vendor: RM Chin & Associates, Inc.	Vendor#: 12870	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 500 W. 18th St. Ste 200	City: Chicago	Address:	City:
State: IL	Zip: 60616	State:	Zip:
Phone: 312.595.2000	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 26, 2025	Contract End Date (PO25): May 31, 2029

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		FY25-25-00179-36-MG	FY25	1500	3500	54040	DOTHWYM NTC_BLDG	200,000.00	200,000.00
2	1	EA		FY26-25-00179-36-MG	FY26	1500	3500	54040	DOTHWYM NTC_BLDG	300,000.00	300,000.00
3	1	EA		FY27-25-00179-36-MG	FY27	1500	3500	54040	DOTHWYM NTC_BLDG	2,000,000.00	2,000,000.00
4	1	EA		FY28-25-00179-36-MG	FY28	1500	3500	54040	DOTHWYM NTC_BLDG	1,000,000.00	1,000,000.00
5	1	EA		FY29-25-00179-36-MG	FY29	1500	3500	54040	DOTHWYM NTC_BLDG	1,161,460.00	1,161,460.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 4,661,460.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Engineering Services for the Highway Maintenance Garage and yard facilities, section number 25-00179-36-MG.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DO NOT SEND PO TO VENDOR. DOT TO ISSUE FORMAL NTP.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Forward copy of PO to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND R.M. CHIN & ASSOCIATES, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR THE DIVISION OF TRANSPORTATION
HIGHWAY MAINTENANCE GARAGE AND YARD FACILITIES
WHEATON, ILLINOIS 60187
SECTION NO. 25-00179-36-MG**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and R.M. Chin & Associates, Inc., licensed to do business in the State of Illinois, with offices at 500 West 18th Street, Suite 200, Chicago, Illinois; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional construction engineering services for the Division of Transportation Highway Maintenance Garage and Yard Facilities, located at the DuPage County Campus, County Farm Road, Wheaton, IL, 60187, Section No. 25-00179-36-MG (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed \$4,661,460.00; and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.4 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.5 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.
- 3.2 Authorization to proceed with various tasks described in Exhibit A may be given to the CONSULTANT by representatives of the Division of Transportation.
- 3.3 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed.

The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2029 unless the term of this AGREEMENT is extended in conformity with Article 15 below.

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

6.0 DELIVERABLES

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

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$4,661,460.00, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated

herein. The multiplier shall include the cost of overhead and profit. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(a) below.

The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C and as such the maximum rate allowed (per Exhibit C) at the time of execution of this AGREEMENT shall not increase for the duration of this AGREEMENT.

It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

7.3.a If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT:

i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year;

ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change;

iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.

- 7.5 If Overtime/weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel on the PROJECT. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.
- 7.6 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.7 The CONSULTANT shall submit invoices for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted on IDOT'S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the

Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

- 7.8 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.9 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.10 Upon acceptance of all deliverables specified in paragraph 6.1 of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage, c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the

required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) 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 includes in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from

and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 Either party's failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on May 31, 2029, or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 31, 2029.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the

requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

- 20.0 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.1 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

- 21.1 Any required notice shall be sent to the following addresses and parties:

R.M. Chin & Associates, Inc.

500 West 18th Street, Suite 200,
Chicago, IL 60616
ATTN: Eileen Chin
President
PHONE: 312-595-2000
EMAIL: EileenC@rmchin.com

DuPage County Division of Transportation

421 N. County Farm Road
Wheaton, IL 60187
ATTN: Stephen M. Travia
Director of Transportation
PHONE: 630.407.6900
EMAIL: Stephen.Travia@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

- 26.1.a The CONSULTANT agrees that the Resident Engineer working on this PROJECT has completed all necessary courses to meet all prequalification requirements from the Illinois Department of Transportation for a Resident Engineer.
- 26.1.b The CONSULTANT agrees that all Inspectors assigned to the PROJECT have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT Mr. Ryan Pavlik, Senior Project Manager, shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

(Remainder of page left intentionally blank)

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

COUNTY OF DUPAGE

R.M. CHIN & ASSOCIATES, INC.

Signature on file

Deborah A. Conroy
Chair, DuPage County Board

Eileen Chin
President

ATTEST BY:

ATTEST BY:

Signature on file

Jean Kaczmarek
County Clerk

BY _____

NAME: JANICE SCOTT

TITLE: OFFICE MANAGER

R.M. Chin & Associates, Inc. Scope of Work

DOT Highway Maintenance Garage and Yard Facilities Professional Construction Engineering Services Section Number: 25-00179-36-MG

The scope of work for the DOT Highway Maintenance Garage and Yard Facilities project shall include but not be limited to the following:

Pre-Bid/Pre Construction Phase

- Attend periodic design meetings.
- Attend any municipal or public meetings associated with the project.
- Review architect's cost estimate and perform a comparative evaluation of the budget.
- Develop master project schedule and time requirements for inclusion in the specifications with the architect.
- Monitor Design schedules to assure on time delivery.
- Develop a site logistics plan and work area constraints to be included in bid documents with the architect.
- Provide permitting assistance as needed, to be coordinated with the General Contractor.
- Value engineering and technical support should issues arise with projected costs and project budget.
- Peer review Plans and Specifications, including review of existing site conditions.
- Develop Material Testing Guidelines and assist County in procurement.
- Assist the County in developing and soliciting Contractor RFP.
- Perform review of Contractor bids and make recommendations.
- Assist the County in execution of General Contractor contract.
- Attend pre-bid meeting(s).
- Identify Long Lead Items.
- Provide stakeholders and community outreach.
- Review initial baseline construction schedule(s) submitted by contractor.
- Prepare monthly reports.

Project/Construction Management

- Perform all typical Resident Engineer tasks.
- Attend Pre-construction meetings.
- Keep a daily record of construction activities.
- Review shop drawing/submittals and provide feedback.

- Review and monitor RFI's.
- Advise on the best means of proceeding when technical issues arise.
- Review pay requests, resolve discrepancies, and recommend payment.
- Project schedule monitoring.
- Review and processing of change order requests.
- Monitor contractor safety compliance for the construction site.
- Conduct contractor progress meetings and prepare meeting minutes.
- Assist County and contractor in obtaining occupancy certificate.
- Ensure work is being performed in accordance with the plans and specifications, including issuance of Non-Conformance Report if needed.
- Coordinate issuance of punch list, including Architect Certificate of Substantial Completion.
- Provide stakeholders and community outreach.
- Prepare monthly reports.

Post Construction/Close-out

- Monitoring all punch list work.
- Coordinate equipment training for County staff.
- Monitor commissioning by contractor or third party.
- Compile and transmit all warranties/guarantees.
- Coordinate final inspection walk thru, including Architect Certificate of Final Completion.
- Compile and submit final documentation.
- Prepare monthly reports.

Vehicle Days	
Prime	2890
	<hr/>
	2890



Payroll Escalation Table
Anniversary Raises
DLM 2.80

FIRM NAME
PRIME/SUPPLEMENT

R.M. Chin & Associates, Inc.
Prime

DATE 07/18/25
PTB NO. _____

CONTRACT TERM 45 MONTHS
START DATE 9/1/2025
RAISE DATE 1/1/2026

OVERHEAD RATE 2.80%
COMPLEXITY FACTOR 0
% OF RAISE 4.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

22.5

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

7.50%

The total escalation for this project would be:

7.50%



Payroll Rates

FIRM NAME R.M. Chin & Associates, Inc. DATE 07/18/25
PRIME/SUPPLEMENT Prime
PTB NO. _____

ESCALATION FACTOR 7.50%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Project Executive	\$90.00	\$90.00
Director - Construction	\$89.00	\$90.00
Senior Project Manager - Construction	\$75.00	\$80.63
Project Manager III - Construction	\$70.00	\$75.25
Project Manager II - Construction	\$62.50	\$67.19
Project Manager I - Construction	\$52.00	\$55.90
Assistant Project Manager - Construction	\$48.00	\$51.60
Estimator	\$64.00	\$68.80
Scheduler	\$52.00	\$55.90
Administrative Assistant	\$36.00	\$38.70
Director - Civil Engineering	\$90.00	\$90.00
Senior Project Manager - Civil Engineering	\$85.00	\$86.00
Design Engineer II	\$46.00	\$49.45
Design Engineer I	\$43.00	\$46.23
Engineer II	\$50.00	\$53.75
Technician II	\$42.00	\$45.15
Director - Marketing & Communications	\$90.00	\$90.00
Communications Specialist	\$32.00	\$34.40
Director - Public Involvement	\$78.00	\$83.85
Senior Project Manager - Public Involvement	\$51.00	\$54.83
Project Manager III - Public Involvement	\$44.00	\$47.30
Project Manager II - Public Involvement	\$41.00	\$44.08
Project Manager I - Public Involvement	\$35.00	\$37.63
Graduate Assistant Project Manager - PI	\$23.00	\$24.73
Creative Director - Public Involvement	\$66.00	\$70.95
Creative Assistant - Public Involvement	\$32.00	\$34.40
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Firm	R.M. Chin & Associates, Inc.
Route	
Section	
County	DuPage
Job No.	25-00179-36-MG
PTB & Item	

Date	07/18/25
Overhead Rate	2.80%
Complexity Factor	0

[illegible]

98



Average Hourly Project Rates

Route	
Section	
County	DuPage
Job No.	25-00179-36-MG
PTB/Item	

Consultant R.M. Chin & Associates, Inc.

Date 07/28/25

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Pre-Bid/Preconstruction Phase			Construction Phase			Post Construction Phase								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Executive	\$90.00	2800	12.11%	10.90	420	21.19%	19.07	2170	11.23%	10.10	210	11.60%	10.44						
Director - Construction	\$90.00	0			0			0			0								
Senior Project Manager - Construction	\$80.63	6590	28.50%	22.98	700	35.32%	28.48	5363	27.75%	22.37	527	29.10%	23.46						
Project Manager III - Construction	\$75.25	0			0			0			0								
Project Manager II - Construction	\$67.19	6063	26.22%	17.62	173	8.73%	5.86	5363	27.75%	18.64	527	29.10%	19.55						
Project Manager I - Construction	\$55.90	0			0			0			0								
Assistant Project Manager - Construction	\$51.60	6063	26.22%	13.53	173	8.73%	4.50	5363	27.75%	14.32	527	29.10%	15.02						
Estimator	\$68.80	80	0.35%	0.24	80	4.04%	2.78	0			0								
Scheduler	\$55.90	360	1.56%	0.87	80	4.04%	2.26	280	1.45%	0.81	0								
Administrative Assistant	\$38.70	164	0.71%	0.27	20	1.01%	0.39	124	0.64%	0.25	20	1.10%	0.43						
Director - Civil Engineering	\$90.00	0			0			0			0								
Senior Project Manager - Civil Engineering	\$86.00	48	0.21%	0.18	48	2.42%	2.08	0			0								
Design Engineer II	\$49.45	0			0			0			0								
Design Engineer I	\$46.23	0			0			0			0								
Engineer II	\$53.75	48	0.21%	0.11	48	2.42%	1.30	0			0								
Technician II	\$45.15	0			0			0			0								
Director - Marketing & Communications	\$90.00	244	1.06%	0.95	120	6.05%	5.45	124	0.64%	0.58	0								
Communications Specialist	\$34.40	134	0.58%	0.20	72	3.63%	1.25	62	0.32%	0.11	0								
Director - Public Involvement	\$83.85	88	0.38%	0.32	8	0.40%	0.34	80	0.41%	0.35	0								
Senior Project Manager - Public Involvement	\$54.83	0			0			0			0								
Project Manager III - Public Involvement	\$47.30	0			0			0			0								
Project Manager II - Public Involvement	\$44.08	0			0			0			0								
Project Manager I - Public Involvement	\$37.63	176	0.76%	0.29	16	0.81%	0.30	160	0.83%	0.31	0								
Graduate Assitant Project Manager	\$24.73	0			0			0			0								
Creative Director - Public Involvement	\$70.95	88	0.38%	0.27	8	0.40%	0.29	80	0.41%	0.29	0								
Creative Assistant - Public Involvement	\$34.40	176	0.76%	0.26	16	0.81%	0.28	160	0.83%	0.28	0								
TOTALS		23122	100%	\$68.99	1982	100%	\$74.63	19329	100%	\$68.42	1811	100%	\$68.89	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

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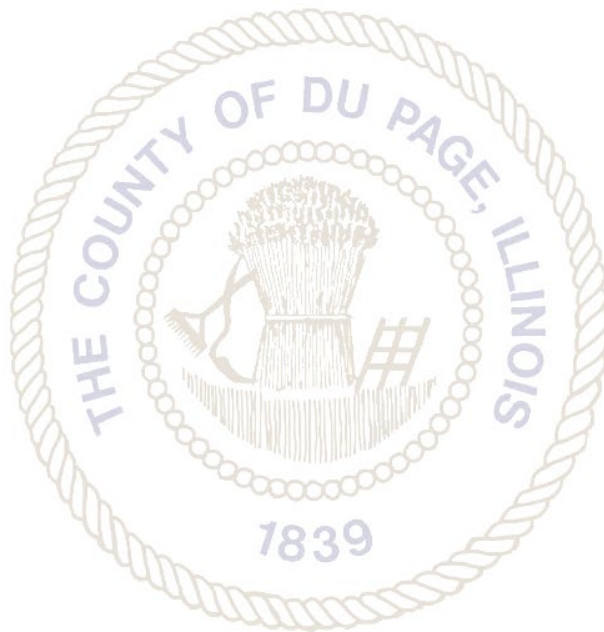


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: R.M. Chin & Associates, Inc

PROJECT: DOT Highway Maintenance Garage & Yard Facilities, 25-00179-36-MG

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Executive	\$90.00	\$90.00	
Director - Construction	\$87.00	\$90.00	
Senior Project Manager - Construction	\$75.00	\$87.00	
Project Manager III - Construction	\$70.00	\$81.00	
Project Manager II - Construction	\$60.00	\$70.00	
Project Manager I - Construction	\$52.00	\$60.00	
Assistant Project Manager - Construction	\$45.00	\$52.00	
Estimator	\$63.00	\$73.00	
Scheduler	\$51.00	\$59.00	
Administrative Assistant	\$36.00	\$42.00	
Director – Civil Engineering	\$90.00	\$90.00	
Senior Project Manager – Civil Engineering	\$75.00	\$87.00	
Design Engineer II	\$46.00	\$53.00	
Design Engineer I	\$43.00	\$50.00	
Engineer II	\$49.00	\$56.00	
Technician II	\$42.00	\$49.00	
Director – Marketing & Communications	\$90.00	\$90.00	
Communications Specialist	\$31.00	\$36.00	
Director – Public Involvement	\$74.00	\$86.00	
Senior Project Manager – Public Involvement	\$50.00	\$58.00	
Project Manager III – Public Involvement	\$43.00	\$50.00	
Project Manager II – Public Involvement	\$37.00	\$43.00	
Project Manager I – Public Involvement	\$32.00	\$37.00	
Graduate Assistant Project Manager – Public Involvement	\$23.00	\$27.00	
Creative Director – Public Involvement	\$62.00	\$72.00	
Creative Assistant – Public Involvement	\$30.00	\$35.00	

Note: Maximum rate shall not exceed \$90.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Signature

Eileen Chin

Print Name

Signature on file

Yifang Lu, Chief Highway Engineer

Date: 7/23/2025

Date: 7/24/2025

Approved By COUNTY:

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

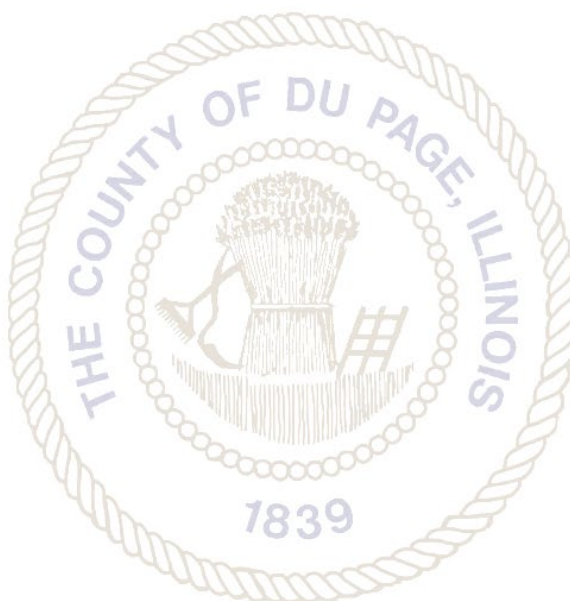


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION

CONSULTANT STAFF CHANGE NOTIFICATION

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

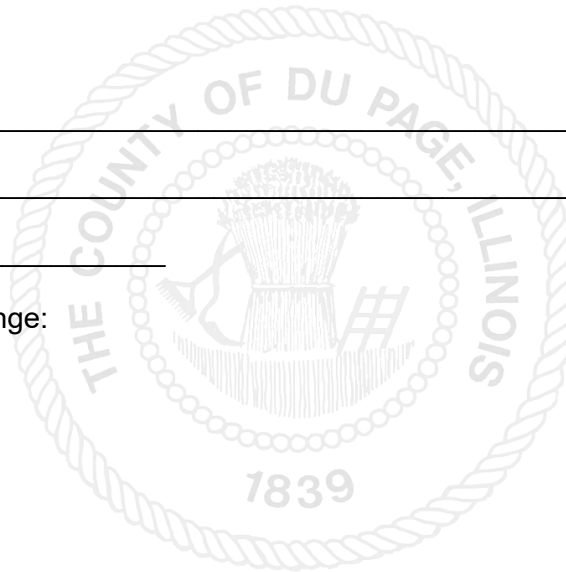
Section No. _____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change: _____



Proposed Replacement: _____ (attach resume)

Transition Plan (provide an outline of the steps that the CONSULTANT will take to assure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
R.M. Chin & Associates, Inc		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>07/24/25</u>		

Consultant
R.M. Chin & Associates, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	2,900	\$65.00	\$188,500.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	10	\$50.00	\$500.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	2,400	\$0.10	\$240.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>	1,200	\$5.00	\$6,000.00
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
				Total Direct Cost	\$195,240.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Required Vendor Ethics Disclosure Statement

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

Date: 7/14/25

Bid/Contract/PO #: _____

Company Name: RM Chin & Associates	Company Contact: Michael Witte
Contact Phone: (312) 617-4934	Contact Email: mwitte@rmchin.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 Eileen Chin

Title President

Date 7/14/2025

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



Change Order

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

File #: 25-1777

Agenda Date: 8/19/2025

Agenda #: 7.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/19
CB 8/26

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1777

Purchase Order #: 6543-1-SERV	Original Purchase Order Date: Jul 19, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: DOT - Lightle Enterprises		Vendor #: 39597	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Portable roll up signs for construction projects Decrease remaining encumbrance & close contract <i>expired 11/30/24</i>		
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	\$40,020.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$40,020.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$26,790.00)
E	New contract amount (C + D)	\$13,230.00
F	Percent of current contract value this Change Order represents (D / C)	-66.94%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-66.94%

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:

--

PM	6911	Jul 21, 2025	<i>SM7</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer _____ Date _____			Procurement Officer <i>[Signature]</i> Date <i>8/6/2025</i>		
Chief Financial Officer _____ Date _____			Chairman's Office _____ Date _____		
(Decision Memos Over \$25,000)			(Decision Memos Over \$25,000)		



Change Order

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

File #: 25-1778

Agenda Date: 8/19/2025

Agenda #: 7.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/19
CB 8/26

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1778

Purchase Order #: 6544-1-SERV	Original Purchase Order Date: Jul 19, 2023	Change Order #: 3	Department: Division of Transportation
Vendor Name: DOT - Lightle Enterprises		Vendor #: 39597	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Pre-made Faces for signage along county highways Decrease remaining encumbrance & close contract Expired 11/30/24		
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	\$65,107.67
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$65,107.67
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$25,412.17)
E	New contract amount (C + D)	\$39,695.50
F	Percent of current contract value this Change Order represents (D / C)	-39.03%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-39.03%

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: _____

PM	6911	Jul 21, 2025	<i>SMT</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	<i>8/6/2025</i>	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-1779

Agenda Date: 8/19/2025

Agenda #: 7.C.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/19
CB 8/26

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1779

Purchase Order #: 6545-1-SERV	Original Purchase Order Date: Jul 19, 2023	Change Order #: 2	Department: Division of Transportation
Vendor Name: DOT - Lightle Enterprises		Vendor #: 39597	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Reflective Sheeting Rolled Goods Decrease remaining encumbrance & close contract <u>Expired 11/30/24</u>		
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	\$90,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$90,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$67,256.61)
E	New contract amount (C + D)	\$22,743.39
F	Percent of current contract value this Change Order represents (D / C)	-74.73%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-74.73%
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	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below: _____	

PM	6911	Jul 21, 2025	<u>5257</u>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-1780

Agenda Date: 8/19/2025

Agenda #: 7.D.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/19
CB 8/26

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1780

Purchase Order #: 6492-1-SERV	Original Purchase Order Date: Jun 14, 2023	Change Order #: 2	Department: Division of Transportation
Vendor Name: DOT - Mac's Body Shop		Vendor #: 10197	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Auto Body Repairs Decrease remaining encumbrance & close contract <i>expired 6/30/24</i>		
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	\$79,900.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$79,900.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$18,316.99)
E	New contract amount (C + D)	\$61,583.01
F	Percent of current contract value this Change Order represents (D / C)	-22.92%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-22.92%

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: _____

PM	6911	Jul 21, 2025	<i>SMIT</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	<i>8/6/2025</i>	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-1781

Agenda Date: 8/19/2025

Agenda #: 7.E.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/19
CB 8/26

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1781

Purchase Order #: 6553-1-SERV	Original Purchase Order Date: Jul 19, 2023	Change Order #: 3	Department: Division of Transportation
Vendor Name: DOT - MDSolutions		Vendor #: 26307	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Furnish & Deliver Sign-Posts & Materials for the Sign Shop Decrease remaining encumbrance & close contract Expired 11/30/24		
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	\$75,461.20
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$75,461.20
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$71,861.20)
E	New contract amount (C + D)	\$3,600.00
F	Percent of current contract value this Change Order represents (D / C)	-95.23%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-95.23%

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: _____

PM	6911	Jul 21, 2025	<i>SM</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-1782

Agenda Date: 8/19/2025

Agenda #: 7.F.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 8/19
CB 8/26

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25-1782

Purchase Order #: 6773-1-SERV	Original Purchase Order Date: Dec 1, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: DOT-Navistar Inc.		Vendor #: 43081	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	International Repair & Replacement parts Decrease remaining encumbrance & close contract <i>Expired 11/30/24</i>		
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	\$130,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$130,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$110,209.30)
E	New contract amount (C + D)	\$19,790.70
F	Percent of current contract value this Change Order represents (D / C)	-84.78%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-84.78%

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: _____

PM	6911	Jul 21, 2025	<i>SM7</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	<i>8/6/2025</i>	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-1783

Agenda Date: 8/19/2025

Agenda #: 7.G.



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

Consent
DOT 8119
CB 8/26

Date: Jul 21, 2025

MinuteTraq (IQM2) ID #: 25 - 1783

Purchase Order #: 4648-1-SERV	Original Purchase Order Date: Jul 1, 2020	Change Order #: 1	Department: Division of Transportation
Vendor Name: DOT - Snap-On Inc		Vendor #: 10045	Dept Contact: Patricia Miller
Background and/or Reason for Change Order Request:	Snap-On Tools & Diagnostic Equipment Decrease remaining encumbrance & close contract <i>Expired 6/30/24</i>		
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	\$100,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$100,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$21,616.91)
E	New contract amount (C + D)	\$78,383.09
F	Percent of current contract value this Change Order represents (D / C)	-21.62%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-21.62%

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: _____

PM	6911	Jul 21, 2025	<i>SM 7</i>	6910	7/22/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-1936

Agenda Date: 8/19/2025

Agenda #: 7.H.

DT-R-0081A-23

AMENDMENT TO RESOLUTION DT-R-0081-23
ISSUED TO MEADE, INC.
2024-2025 TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE
SECTION 24-TSMTC-04-GM
(INCREASE \$219,745.69; +4.50%)

WHEREAS, a contract was awarded by County Board Resolution DT-R-0081-23 on September 26, 2023, to Meade, Inc., for the 2024-2025 Traffic Signal and Street Light Maintenance Program, Section 24-TSMTC-04-GM; and

WHEREAS, the current cost of the project to the County of DuPage, by and through the Division of Transportation, is \$4,895,225.41; and

WHEREAS, the contract includes preventative maintenance, non-routine improvements, and repairs and replacement of third party and motorist caused damage; and

WHEREAS, the cost to repair third party and motorist caused damage under the current contract has exceeded the budgeted amount; and

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

WHEREAS, additional funds are necessary for Meade, Inc., to complete the necessary repairs and ensure adequate monies to fund the remainder of the work required under the contract; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$219,745.69.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-R-0081-23 is hereby amended to reflect a cost of \$5,114,971.10 instead of and in place of a cost of \$4,985,225.41; an increase of 4.50%.

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

28
abc

6652-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0081-23

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

08/11/2025

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						11042		11/30/2025				Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
LN1-FY24-1500-3500-53330						2024-2025 Traffic Signal and Street Maintenance						2,432,612.71	
LN2-FY25-1500-3500-53330						Section 24-TSMTC-04-GM						2,432,612.70	
LN3-FY24-1500-3630-53330												15,000.00	
LN4-FY25-1500-3630-53330												15,000.00	
						Amendment - DT-R-0081A-23							
LN2-FY25-1500-3550-54040						Increase 4.50%						219,745.69	
											TOTAL	\$5,114,971.10	

REMIT TO:

Meade, Inc. 625 Willowbrook Center Parkway, Willowbrook, IL 60527

COMMITTEE APPROVAL

DATE

Transportation

08/19/25

County Board

08/26/25

Signature on file

8/11/25

SUPPORTING DATA FOR
 AMENDMENT TO RESOLUTION DT-R-0081-23
 TO MEADE, INC.
 2024-2025 TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE
 SECTION 24-TSMTC-04-GM
 (TO INCREASE CONTRACT BY: \$219,745.69; +4.5%)

<u>NAME</u>	<u>BID AMOUNT</u>
Meade, Inc.	\$4,895,225.41
Current Contract Amount:	\$4,895,225.41
Increase this Resolution:	\$219,745.69
Percent of Change:	+4.5%
 Increase to Date:	 \$219,745.69
Percent of Change:	+4.5%

Reason for Change:

75TH Street & Plainfield-Naperville Road Knockdown **\$144,745.69**

Motorist caused damage (knockdown) far exceeding the typical cost anticipated under this contract. The one knockdown represented 20% of the total budgeted amount for the entire two-year contract.

Additional Unplanned Work

\$75,000.00
(3 Months at \$25,000 each)

Additional funds needed to ensure DOT's ability to respond to various unplanned work orders such as those resulting from third-party damage, unexpected traffic control situations, coordination with municipalities, Tollway, or IDOT, and requests for accessible traffic control equipment meeting ADA needs of system users. The contract has no available monies to perform this type of work due to other knockdowns that have occurred throughout the contract in excess of the budgeted amount. These funds will not be used to pay for discretionary work under the contract, but instead will be used as needed to make repairs and improvements for urgent work of the type described herein, or to pay for repairs for any additional knockdowns in excess of budgeted amounts through the end of the contract on November 30, 2025.

Net Addition:	\$ 219,745.69
New Contract Total Amount:	\$ 5,114,971.10



Transportation Resolution

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

File #: DT-R-0026-25

Agenda Date: 8/19/2025

Agenda #: 8.A.

AWARDING RESOLUTION
TO H & H ELECTRIC COMPANY
LED TRAFFIC SIGNAL HEAD REPLACEMENT
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY
SECTION 25-TSUPG-09-GM
(COUNTY COST: \$485,292.85)

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

WHEREAS, the County of DuPage has published a contract proposal for 2025 LED Traffic Signal Head Replacements at various intersections within DuPage County, Section 25-TSUPG-09-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2025 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

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

<u>NAME</u>	<u>BID AMOUNT-Base + A, B & C</u>
H&H Electric Company	\$485,292.85
Home Towne Electric	\$844,327.00 ; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to H & H Electric Company for its submission of the lowest, responsible bid in the amount of \$485,292.85, for the Base Bid work along with Alternates A, B and C.

NOW, THEREFORE, BE IT RESOLVED that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to
H & H Electric Company, 2830 Commerce Street, Franklin Park, Illinois 60131; and

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

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

BE IT FURTHER RESOLVED that the Chair of the DuPage County Board is hereby authorized and directed to execute, and the Clerk of the DuPage County Board is authorized to attest to the aforesaid contract with H & H Electric Company.

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

2025 JUL 24 PM 2:00

OPENING OF PROPOSALS

Thursday, July 24, 2025
2:00 PM

LED Traffic Signal Head Replacement
Section 25-TSUPG-09-GM

Total Engineer's Estimate: \$646,924.00

Base Engineer's Estimate: \$405,382.00

Alternative A Engineer's Estimate: \$20,966.00

Alternative B Engineer's Estimate: \$40,006.00

Alternative C Engineer's Estimate: \$37,680.00

Alternative D Engineer's Estimate: \$69,858.00

Alternative E Engineer's Estimate: \$41,138.00

Alternative F Engineer's Estimate: \$31,894.00

BIDDER	√	BID AMOUNT
Meade, Inc.		Base
		Alternate A
		Alternate B
		Alternate C
		Alternate D
		Alternate E
		Alternate F
Home Towne Electric	√	Base 651,555.00
		Alternate A 52,903
		Alternate B
		Alternate C
		Alternate D
		Alternate E
		Alternate F
H & H Electric Co.	√	Base 388,421.78
		Alternate A 20,939.18
		Alternate B 39,389.90
		Alternate C 36,541.91
		Alternate D 64,761.24
		Alternate E 39,464.78
		Alternate F 30,460.98

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

28
kbc

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

08/11/2025

DATE

FUND			AGENCY			VENDOR NUMBER			EXPIRATION DATE			LAST INVOICE DATE			FOB		
						11042			5/31/2027			5/31/2028			Wheaton, IL		
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT						UNIT PRICE	EXTENSION				
LN1 (FY25)-1500-3550-54050			VWTSUPG				LED Traffic Signal Head Replacement at Various Locations							85,000.00			
LN2 (FY26)-1500-3550-54050			VWTSUPG				Section 25-99006-07-GM							400,292.85			
													TOTAL	\$485,292.85			

REMIT TO:

H&H Electric Company, 2830 Commerce Street, Franklin Park, IL 60131

COMMITTEE APPROVAL

DATE

Transportation

08/19/25

County Board

08/26/25

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-H&H ELECTRIC - 25-99006-07-GM ***

Signature on file

DEPARTMENTAL APPROVAL

DATE

FORM PR770 REV. 1193



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Section 25-TSUPG-09-GM
COMPANY NAME:	H&H Electric Co.
CONTACT PERSON:	Louie Veneziano
CONTACT EMAIL:	louie.veneziano@hh-electric.com

Section II: Procurement Ordinance Requirements

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 the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. 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.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

Contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and 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

the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

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 and supplemental disclosure is required. The Bidder agrees 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 of the County's Ethics Ordinance is available at:

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

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Signature on file

Printed Name: Louie Veneziano

Signature: _____

✓

Title: President

Date: 07/21/2025



Transportation IGA

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

File #: DT-R-0027-25

Agenda Date: 8/19/2025

Agenda #: 9.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND YORK TOWNSHIP HIGHWAY DEPARTMENT
2025 ROAD MAINTENANCE TRAFFIC SIGNAL REPAIRS
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the York Township Highway Department (hereinafter referred to as TOWNSHIP) are authorized by the 1970 Illinois Constitution, Article VII, Paragraph 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* to enter into agreements with each other; 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.*), is authorized to enter into this AGREEMENT and the MUNICIPALITY by virtue of its power set forth in the "Municipal Code" (65 ILCS 1/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY and the TOWNSHIP agreed to traffic signal repairs for in-pavement inductive loop detectors on the east legs of the intersections of Meyers Road/C.H. 25 & 14th Street and also at Meyers Road/C.H. 25 & 16th Street, (hereinafter "SIGNAL REPAIRS") as an unanticipated result of the of the 2025 Road Maintenance Resurfacing Project (DT-R-09000-01-RS); and

WHEREAS, the COUNTY and the TOWNSHIP have agreed that the total cost for the SIGNAL REPAIRS to be reimbursed to the COUNTY by the TOWNSHIP is \$5,660.00; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the project and financial responsibilities between the COUNTY and the TOWNSHIP; and

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

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution and one (1) duplicate original Agreement be sent to the York Township Highway Department Commissioner, by and through the Division of Transportation.

Enacted and approved this 26th day of August, 2025 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 YORK TOWNSHIP HIGHWAY DEPARTMENT
2025 ROAD MAINTENANCE TRAFFIC SIGNAL REPAIRS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2025, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and York Township Highway Department hereinafter referred to as the "TOWNSHIP"), a municipal corporation located at 1502 S. Meyer Road, Lombard, IL 60148. The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the TOWNSHIP are entering into this AGREEMENT based upon the Intergovernmental Cooperation provision of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and such other applicable power authority as may exist; 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.), is authorized to enter into this AGREEMENT and the MUNICIPALITY by virtue of its power set forth in the "Municipal Code" (65 ILCS 1/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY and the TOWNSHIP agreed to traffic signal repairs for in-pavement induction loop detectors at the intersections of Meyers Road (C.H. 25) & 14th Street and also at Meyers Road (C.H. 25) & 16th Street, east leg of the applicable intersections (hereinafter "SIGNAL REPAIRS") as an unanticipated result of the of the 2025 Road Maintenance Resurfacing Project (DT-R-09000-01-RS); and

WHEREAS, the COUNTY and the TOWNSHIP have agreed that the total cost for the SIGNAL REPAIRS to be reimbursed to the COUNTY by the TOWNSHIP is \$5,660.00; and

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

1. All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY has completed the SIGNAL REPAIRS which were the result of ongoing roadway resurfacing work that was not originally anticipated. The COUNTY's contractor performed the repair work with the understanding that the TOWNSHIP would reimburse the COUNTY as the resurfacing contractor had no electrical sub-contractor.
3. The total cost to the COUNTY for SIGNAL REPAIRS was \$8,160.00. The TOWNSHIP incurred fees to perform the remaining pavement removal ("REMOBILIZATION FEES") for the SIGNAL REPAIRS at a cost of \$2,500.00. The COUNTY and the TOWNSHIP agree that the TOWNSHIP will reimburse the COUNTY for the cost of the SIGNAL REPAIRS less the REMOBILIZATION FEES for total sum of \$5,660.00, by way of invoice sent to the TOWNSHIP from the COUNTY for said amount after execution of this AGREEMENT by both parties.

IN WITNESS WHEREOF, the parties hereto have each caused this AGREEMENT to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2025 at Wheaton, Illinois.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

YORK TOWNSHIP

Signed this 29th day of July, 2025 at Lombard, Illinois.

Signature on file

Mr. James Kehringer
Highway Commissioner, York Township

ATTEST:

Signature on file

Gary Kieppe, Township Clerk



Transportation Resolution

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

File #: DT-R-0028-25

Agenda Date: 8/19/2025

Agenda #: 10.A.

AUTHORIZATION TO REDESIGNATE FUNDS FOR THE
PROGRAMS IN THE HINSDALE LAKE TERRACE NEIGHBORHOOD
FROM SIDEWALK AND LIGHTING IMPROVEMENTS TO THE
PILOT RIDESHARE ACCESS PROGRAM
(ESTIMATED COUNTY COST \$500,000.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0042-24 on November 12, 2024, granting approval for the County of DuPage (hereinafter referred to as COUNTY) to enter an agreement with Pace, the Suburban Bus Division of the Regional Transportation Authority (hereinafter referred to as PACE), to implement a Pilot Rideshare Access Program (hereinafter, "RAP") for the Hinsdale Lake Terrace and adjacent neighborhoods in unincorporated DuPage County, in order to facilitate mobility, safety, and economic development ("AGREEMENT"); and

WHEREAS, since the execution of the aforementioned AGREEMENT (COUNTY Resolution DT-R-0042-24), the RAP has proven to be very successful with a large number of community members utilizing the service to travel to destinations surrounding Hinsdale Lake Terrace, and the actual cost to the COUNTY to fund the RAP has exceeded the estimated costs; and

WHEREAS, additional funds are required to continue operating this program for the fiscal year 2025 and the funds previously approved by the County Board for this service need to be paid from a General Fund source rather than a motor fuel tax source; and

WHEREAS, the County Board previously approved \$500,000.00 of General Funds to design and construct a sidewalk and lighting project along 91st Street to serve the Hinsdale Lake Terrace neighborhood, which monies would be best used to fund the RAP for fiscal year 2025; and

WHEREAS, the Division of Transportation, after receiving direction from the DuPage County Transportation Committee, is requesting that PACE renegotiate the underlying agreement for service with its rideshare service partner, Uber, according to the rates and terms recommended in the Division's memorandum (reflected in EXHIBIT A, attached hereto) for eventual review and approval by the DuPage County Board; and

WHEREAS, the County of DuPage, by and through its Division of Transportation, endeavors to continue to operate the RAP program in Fiscal Year 2026 under the new rates and terms between PACE and its rideshare service partner provided that adequate funds from an eligible source are included in the County's Fiscal Year 2026 budget.

NOW, THEREFORE, BE IT RESOLVED that the previously authorized \$500,000.00 for use on the Hinsdale Lake Terrace Sidewalk and Lighting project shall be redesignated to fund the RAP; and

BE IT FURTHER RESOLVED that DuPage County, by and through its Division of Transportation, is hereby authorized and directed to negotiate the revised rates and terms for the RAP with PACE and to bring forward the revised agreement to the County Board for review and approval.

Enacted and approved this 26th day of August, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

DIVISION OF TRANSPORTATION

630-407-6900
fax: 630-407-6901
dot@dupagecounty.gov
www.dupagecounty.gov/dot

MEMORANDUM

To: DuPage County Transportation Committee

cc: Stephen Travia, Director, DuDOT

From: John Loper, Chief Transportation Planner

Re: Hinsdale Lake Terrace Rideshare Access Pilot

Date: July 29, 2025

Signature on file

The Hinsdale Lake Terrace Rideshare Access Pilot (HLT-RAP) was created to help the community south of 91st Street and west of IL 83 in unincorporated DuPage County overcome both economic and transportation barriers to success. It was staff's belief that the Pilot would help prove need and demand in the community where other attempts have failed. Through five months, the HLT-RAP has far exceeded our estimates of ridership and, therefore, costs. The program has been very valuable to the neighborhood, and it is common to see every member of a family enrolled and using the program. DuDOT staff continue to see 5-10 new enrollees per week and expect to reach 300 by end of summer. It is the intent of DuDOT to continue the service as we evaluate other, more economical and meaningful ways to serve the community and all of their varying needs.

As you recall, DuDOT signed an agreement with Pace and Uber in November 2024 that went into effect January 1, 2025. The parameters of the service per the agreement were that the County would subsidize the rides up to \$30 per ride, four times daily, within a prescribed geographic area (an area that is roughly 5 miles in radius). As of the date of this memo, we are seeing about 2500 rides per month at an average of a little more than \$15 per ride. Invoices are coming in at about \$37,000 to \$40,000 per month but we have yet to see summer invoices. Through the first four months of service the County has been invoiced over \$107,000 with an annual budget of \$100,000. The County estimates that over the remaining 8 months, with continuing growth in the program, the invoices could reach as much as \$500,000 for the year.

DuDOT staff appreciates that this is not a sustainable number over a number of years without a dedicated fund source and that the DOT's Local Gas Tax options are not viable sources. As a consequence, DuDOT has evaluated a number of simple solutions, and we are bringing these to the Committee for your feedback.

The basic solutions include the following options:

- Reducing the per ride subsidy
- Introducing a service charge
- Reducing the number of rides per month
- A combination of the above

Proposed Changes

DuDOT staff has evaluated the effect of all of the above options. Here is a summary of the options and their effects on the neighborhood.

Option	Option Detail	Effectuated Riders	Budget Effect
Reducing Ride Subsidy	Reduce Subsidy from \$30 per ride to \$20	~20%	5-10% reduction in annual cost
Introducing Service Charge	Introduce a nominal per ride charge of \$2	100%	12-15% reduction in annual cost
Reduced number of rides per month	Reduce number of rides per month to max of 60 (2 per day)	~12-15%	10% reduction in annual cost
Combination of reduced subsidy and rides	\$2 service fee, \$20 maximum subsidy per ride and max of 60 rides per month	100%	25-30% reduction in annual cost

To offset the proposed changes in cost to the residents, we are proposing an amendment to the current agreement that will benefit the neighborhood as well. The principal change involves eliminating the geographic boundaries that the Pilot imposed. One of the common complaints that we have received is that the boundaries in the Pilot prohibit people from taking “complete” rides from the neighborhood to medical appointments at Hinsdale Hospital or Loyola Medical or Hines VA Hospital in Cook County, work in Bolingbrook, classes at College of DuPage or many other reasons. This change is likely to increase the trip length and the average cost. The resident taking the ride would pay the excess fee over the maximum subsidy.

Considering the anticipated financial impacts of the possible alternatives, staff is recommending a combination of all of the possible alternatives as follows.

- A service fee of \$2.00 per ride for all users comparable to the current discounted base fare of a Pace bus ride, a savings of 12 - 15%,
- A new cap on the maximum subsidy of \$20.00 per ride, a savings of 5 to 10%,
- Reducing the maximum number of trips per month to 60, a savings of 5 to 10%,
- And, eliminating the existing trip distance restriction of 5 miles

The approximate total savings of this combination of alternatives is anticipated at 25% or \$125,000 annually for a total program cost of \$375,000 versus the anticipated \$500,000 under the existing program agreement.

Putting any of these changes into effect will require an amendment to the agreement with Pace and Uber. This will require a month or more to process and in the interest of time and conservation of resources, staff respectfully requests your consideration.

In the meantime, staff will continue to investigate appropriate funding sources through the state and federal grant portals as well as to work with Pace to prioritize changes to existing fixed route services that may bring other options to the community.



Presentation

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

File #: 25-2001

Agenda Date: 8/19/2025

Agenda #: 11.A.

FY2026 - PROPOSED DIVISION OF TRANSPORTATION BUDGET					
	FY2026 DEPT.		TOTAL FY2026	FY2025 DEPT.	FY2026 DEPT.
	PROPOSED	2025	REQUESTED	APPROVED	
	BUDGET	CARRYOVER*	BUDGET	BUDGET	
50000 REGULAR SALARY	10,900,122	-	10,900,122	9,094,315	19.86%
50010 OVERTIME	845,000	-	845,000	680,000	24.26%
50030 PER DIEM/STIPEND	-	-	-	-	-
50040 PART-TIME HELP	65,000	-	65,000	15,000	333.33%
50050 TEMP SALARY	141,250	-	141,250	125,000	13.00%
50080 SALARY ADJUSTMENT	87,000	-	87,000	318,303	-72.67%
50099 NEW PERSONNEL	-	-	-	169,650	-100.00%
51000 BENEFIT PAYMENTS	875,000	-	875,000	1,217,886	-28.15%
51010 EMPLOYER SHARE IMRF	1,225,258	-	1,225,258	1,024,220	19.63%
51030 EMPLOYER SHARE SS	978,803	-	978,803	888,943	10.11%
51040 EMP MED & HOSPT INS	1,307,089	-	1,307,089	1,069,874	22.17%
51050 FLEX EARNINGS	9,000	-	9,000	-	-
51070 TUITON REIMBURSEMENT	-	-	-	-	-
51080 WEARING APPAREL REIMBURSEMENT	64,800	-	64,800	55,000	17.82%
51090 CAR ALLOWANCE	-	-	-	-	-
PERSONNEL	16,498,322	-	16,498,322	14,658,191	12.55%
52000 FURNISH/MACH/EQUIP	194,000	-	194,000	164,000	18.29%
52100 DATA PROCESS EQUIP	44,500	-	44,500	37,500	18.67%
52200 OPERATING SUPPLIES	253,000	-	253,000	211,000	19.91%
52210 FOOD & BEVERAGES	7,500	-	7,500	4,000	87.50%
52220 WEARING APPAREL	21,000	-	21,000	18,700	12.30%
52250 AUTO/MACH/EQUP PARTS	1,050,000	-	1,050,000	1,000,000	5.00%
52260 FUEL/LUBRICANTS	1,200,000	-	1,200,000	1,200,000	0.00%
52270 BLDG MNTC SUPPLIES	2,235,000	-	2,235,000	2,135,000	4.68%
52280 CLEANING SUPPLIES	5,100	-	5,100	5,100	0.00%
52320 MED SUPPLIES	5,000	-	5,000	5,050	-0.99%
52330 CHEMICALS	37,500	-	37,500	32,500	15.38%
COMMODITIES	5,052,600	-	5,052,600	4,812,850	4.98%
53000 AUDITING & ACCOUNTING	-	-	-	5,000	-100.00%
53010 ENG/ ARCH SVC	1,752,384	47,616	1,800,000	2,037,131	-11.64%
53020 IT SERVICES	45,000	-	45,000	34,000	32.35%
53030 LEGAL SVC	10,000	-	10,000	10,000	0.00%
53050 LOBBYIST SERVICES	31,000	-	31,000	20,000	55.00%
53060 COLLECTIVE BARGAINING	10,000	-	10,000	15,000	-33.33%
53070 MEDICAL SERVICE	1,000	-	1,000	1,000	0.00%
53090 OTHER PROFESSIONAL SERVICES	461,539	338,159	799,698	325,000	146.06%
53100 AUTO LIAB INSURANCE	15,000	-	15,000	15,000	0.00%
53110 WORK COMP INSURANCE	100,000	-	100,000	100,000	0.00%
53130 PUBLIC LIAB INSURANCE	6,000	-	6,000	6,000	0.00%
53160 UNEMP COMP INSURANCE	3,000	-	3,000	3,000	0.00%
53200 NATURAL GAS	75,500	-	75,500	74,500	1.34%
53210 ELECTRICITY	259,000	-	259,000	232,000	11.64%
53220 WATER & SEWER	23,000	-	23,000	20,000	15.00%
53240 WASTE DISPOSAL SERVICES	-	-	-	-	-
53250 WIRED COMMUNICATIONS	25,500	-	25,500	25,500	0.00%
53260 WIRELESS COMMUNICATIONS	102,000	-	102,000	75,000	36.00%
53300 MNTC BLDG & RELATED	180,000	-	180,000	90,000	100.00%
53310 REPAIR & MAINTENANCE INFRASTURE	85,000	-	85,000	14,000	507.14%
53320 REPAIR/MTC ROADS	14,265,000	626,782	14,891,782	9,671,317	53.98%
53330 REPAIR/MTC SIGNALS	3,600,000	-	3,600,000	3,117,702	15.47%
53370 RPR/MNTC MACH & EQUIP	25,000	-	25,000	24,500	2.04%
53380 RPR/MNTC AUTO EQUIP	250,000	-	250,000	200,000	25.00%
53410 RENTAL- MACH & EQUIP	16,000	-	16,000	16,000	0.00%
53500 MILEAGE	5,000	-	5,000	3,000	66.67%
53510 TRAVEL	15,000	-	15,000	10,000	50.00%
53600 DUES/MEMBERSHIPS	20,000	-	20,000	16,000	25.00%
53610 INSTRUC/SCHOOLING	32,000	-	32,000	23,000	39.13%
53700 MATCHING FUNDS/CONTRIBUTIONS	85,000	-	85,000	80,000	6.25%
53800 PRINTING	5,100	-	5,100	5,000	2.00%
53801 ADVERTISING	2,000	-	2,000	4,000	-50.00%
53803 MISC MEETING EXP	-	-	-	-	-
53804 POSTAGE/POSTAL CH	2,000	-	2,000	2,000	0.00%
53806 SOFTWARE LICENSES	235,000	-	235,000	157,500	49.21%
53807 SOFTWARE MTC AGREEMENTS	365,000	-	365,000	217,000	68.20%
53808 STATUTORY FISCAL CHARGES	4,000	-	4,000	3,500	14.29%
53810 CUSTODIAL MAINTENANCE	133,000	-	133,000	107,000	24.30%
53818 REFUNDS/FORFEITURES	-	-	-	10,000	-100.00%
53819 TOWNSHIP TRANSPORTATION INFRASTRU	-	-	-	-	-

*expenses encumbered in previous fiscal year

	FY2026 DEPT.		TOTAL FY2026	FY2025 DEPT.	FY2026 DEPT.
	PROPOSED	2025	REQUESTED	APPROVED	
	BUDGET	CARRYOVER*	BUDGET	BUDGET	
53828 CONTINGENCIES	2,800,000	-	2,800,000	3,055,500	-8.36%
53829 INDIRECT COST REIMBURS	580,000	-	580,000	525,000	10.48%
53830 CONTRACTUAL EXP	1,122,753	52,247	1,175,000	1,174,000	0.09%
CONTRACTUAL	26,746,776	1,064,804	27,811,580	21,524,150	29.21%
54000 PRPTY/BLDG ACQUISITION	1,493,750	220,000	1,713,750	1,100,000	55.80%
54010 BLDG/RELATED IMPROV	250,000	-	250,000	1,100,000	-77.27%
54020 BUILDING CONSTRUCTION	26,000,000	541,310	26,541,310	23,010,000	15.35%
54040 ENGINEERING	14,853,164	5,324,778	20,177,942	8,982,946	124.62%
54050 RD/SIGNAL&RELATED CON	33,524,748	20,483,802	54,008,550	41,072,088	31.50%
54090 FURNITURE/FURNISHING	-	-	-	-	-
54100 IT EQUIPMENT	20,000	-	20,000	5,000	300.00%
54110 EQUIP & MACHINERY	50,000	-	50,000	2,200,000	-97.73%
54120 AUTO EQUIPMENT	7,221,236	-	7,221,236	7,020,000	2.87%
54130 CONST/MOTORIZED EQUIP	1,235,000	-	1,235,000	300,000	311.67%
54199 CAPITAL CONTINGENCY	2,000,000	-	2,000,000	2,000,000	0.00%
CAPITAL	86,647,898	26,569,890	113,217,788	86,790,034	30.45%
57060-20 TRANSFER OUT Go 2010 BOND PROJ	812,500	-	812,500	750,000	8.33%
FUND TOTAL	135,758,096	27,634,694	163,392,790	128,535,225	27.12%

*expenses encumbered in previous fiscal year



DUPAGECOUNTY

DIVISION OF TRANSPORTATION

FY2026 BUDGET PRESENTATION – August 19, 2025



REVENUE

- Local Gas Tax
- Motor Fuel Tax
- Impact Fees
- Reimbursements
 - Federal/State Grants
- Infrastructure Fund (a.k.a. RTA Tax)





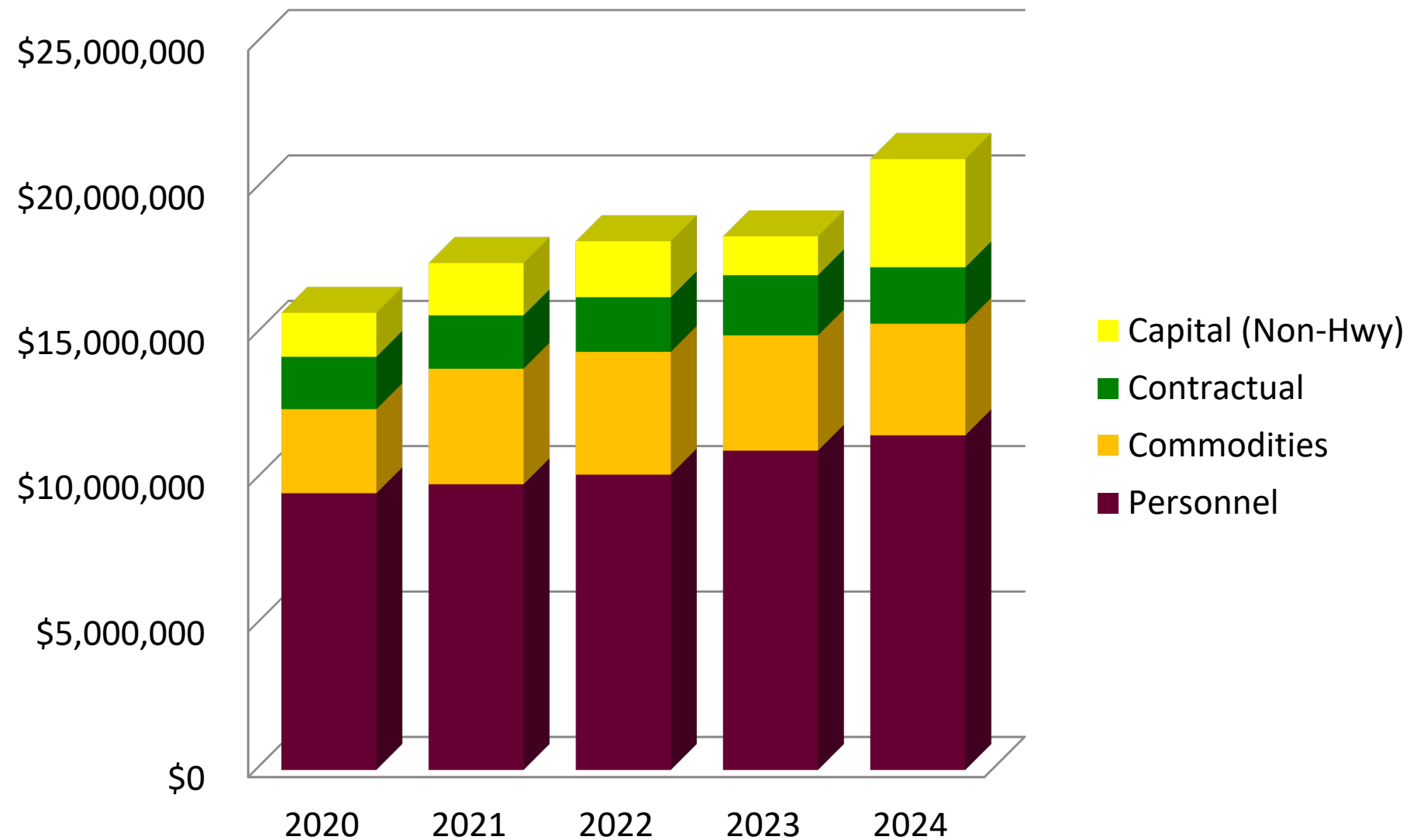
SUMMARY OF REVENUE

	Approved FY 2025	Projected FY 2026
Local Gas Tax	\$ 38,765,274	\$ 39,447,639
Motor Fuel Tax	\$ 23,685,788	\$ 25,012,438
Impact Fees	\$ 0	\$ 0
Other	\$ 8,453,206	\$ 7,910,796
Total	\$ 70,904,268	\$ 72,370,873





OPERATING EXPENSES





SUMMARY OF OPERATING EXPENSES

	Approved FY 2025	Projected FY 2026	Variance
Personnel/Benefits	\$ 14,658,191	\$ 16,498,322	12.55%
Commodities	\$ 4,812,850	\$ 5,052,600	4.98%
Contractual (non-roadway/ Engineering)	\$ 6,814,500	\$ 7,519,798	10.35%
Capital (non-roadway)	\$ 9,225,000	\$ 7,291,236	-20.96%
Bond Payments	\$ 750,000	\$ 812,500	8.33%
Total	\$ 36,260,541	\$ 37,275,957	2.80%



CORE OPERATING BUDGET

Fund Balance:	\$ 99,355,489
Revenue:	\$ 76,616,844
Operating Expenses (Excluding Capital Projects):	
Personnel	\$ 16,498,322
Commodities	\$ 5,052,600
Contractual	\$ 26,745,776
Debt Payment	\$ 812,500
Carryover:	\$ 32,836,534
Capital: (excluding contingency)	\$ 81,446,058



FY2026 BUDGET SUMMARY

\$163.4M Recommended

- 21.3% (\$34.9M) more than FY25 Budget (\$128.5M)
- Operations \$37.3M or 22.8% of budget
- Capital \$126.1M or 77.2% of budget





PROPOSED FY2026 CAPITAL PROGRAM

- Engineering
 - Feasibility studies
 - Planning/environmental reports
 - Design/contract documents
 - Construction oversight
- Land Acquisition
- Construction Projects
- Participation Agreements





PROPOSED FY2026 ENGINEERING

31 st Street	Highland Avenue to Meyers Road	New Multi-Use Path	Design
Army Trail Road	Over West Branch DuPage River	Bridge Replacement	Construction Engineering
Bloomingtondale Road	At CN Railway	Bridge Replacement	Prelim. & Design Engineering
College Road	Maple Avenue	Intersection Improvement	Design
County Farm Road	At Geneva Road	Intersection Improvement	Design
Facility Improvements	Fueling Station	Replacement	Construction Engineering
Fabyan Parkway	Kane County Line to IL 38	Widening/Reconstruction	Construction Engineering
Naperville Road	At IL Route 38 (Roosevelt Rd)	Intersection Improvement	Design
Stearns Road	Kane County Line to Munger Road	New Multi-Use Path	Design
Hinsdale Lakes Terrace	Various Locations	Sidewalk, Lighting, and Related Improvements	Design





PROPOSED FY2026 CONSTRUCTION CONTRACTS

Army Trail Road	Over West Branch DuPage River	Bridge Replacement	\$ 9,000,000
Fabyan Parkway	DuPage/Kane Co. Line to IL 38	Reconstruction & Widening	\$18,000,000
Facility Improvements	Maintenance Building	Building Replacement	>\$73,000,000
Facility Improvements	Fueling Station	Replacement	\$ 1,000,000
LED Signal Replacements	Various Locations	Maintenance/State of Good Repair	\$ 300,000
Lemont Road	IL 53 to Janes Avenue	Repair/Reconstruction	\$ 1,500,000
Naperville Road	Ridgeland Avenue to Diehl Road	Intersection Improvements	\$ 8,100,000
Pavement Marking	Various Locations	Maintenance/State of Good Repair	\$ 500,000
Park Boulevard	Between IL 53 & IL 56	Culvert Replacement	\$ 1,400,000
Resurfacing Program	Various Locations	Maintenance/State of Good Repair	\$10,000,000
Traffic Signal Maintenance	Various Locations	Maintenance/State of Good Repair	\$ 3,600,000
Traffic Signal Modernizations	Various Locations	Maintenance/State of Good Repair	\$ 1,200,000
York Road – Phase 2	Foster Avenue to Supreme Drive	Repair/Reconstruction	\$ 9,800,000





EQUIPMENT REQUESTS FY2026

Auto Equipment

12 Plow Trucks	\$4,811,236 Partial Carryover, FY26 and FY27 lead
5 Crew Cab Trucks	\$ 360,000 2 Carryover and 3 New
2 Fleet Truck	\$ 160,000 1 Carryover and 1 New
Fleet Large Service Truck	\$ 400,000 Carryover
Tree Crew Bucket Truck	\$ 350,000 2 year lead FY28
2 Sign Shop Utility Trucks	\$ 250,000
4 Admin Vehicles	\$ 205,000 3 Carryover and 1 New
4 Debris Trucks	\$ 340,000 2 Carryover and 2 New

Construction/Other Motor Equipment

CAT Loader	\$ 500,000
Salt Dump Truck & Sprayer	\$ 230,000
3 1-Ton Dump truck	\$ 345,000 2 Carryover and 1 New
Chipper	\$ 140,000
4 Zero Tum Mowers	\$ 120,000
3 Patch Carts	\$ 120,000
Semi Dump Truck Trailer	\$ 80,000



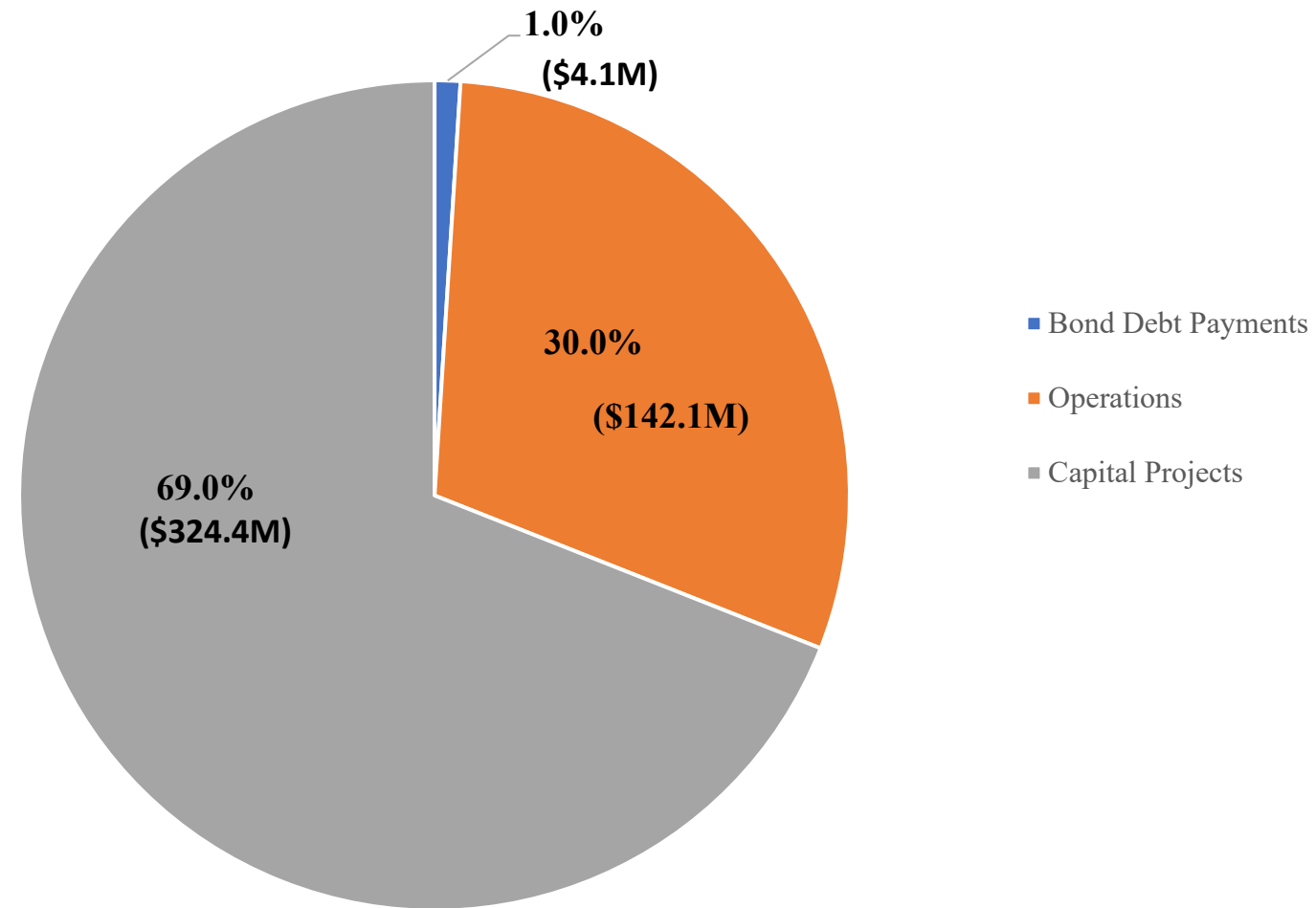


Proposed Five-Year Highway Improvement Program 2026-2030



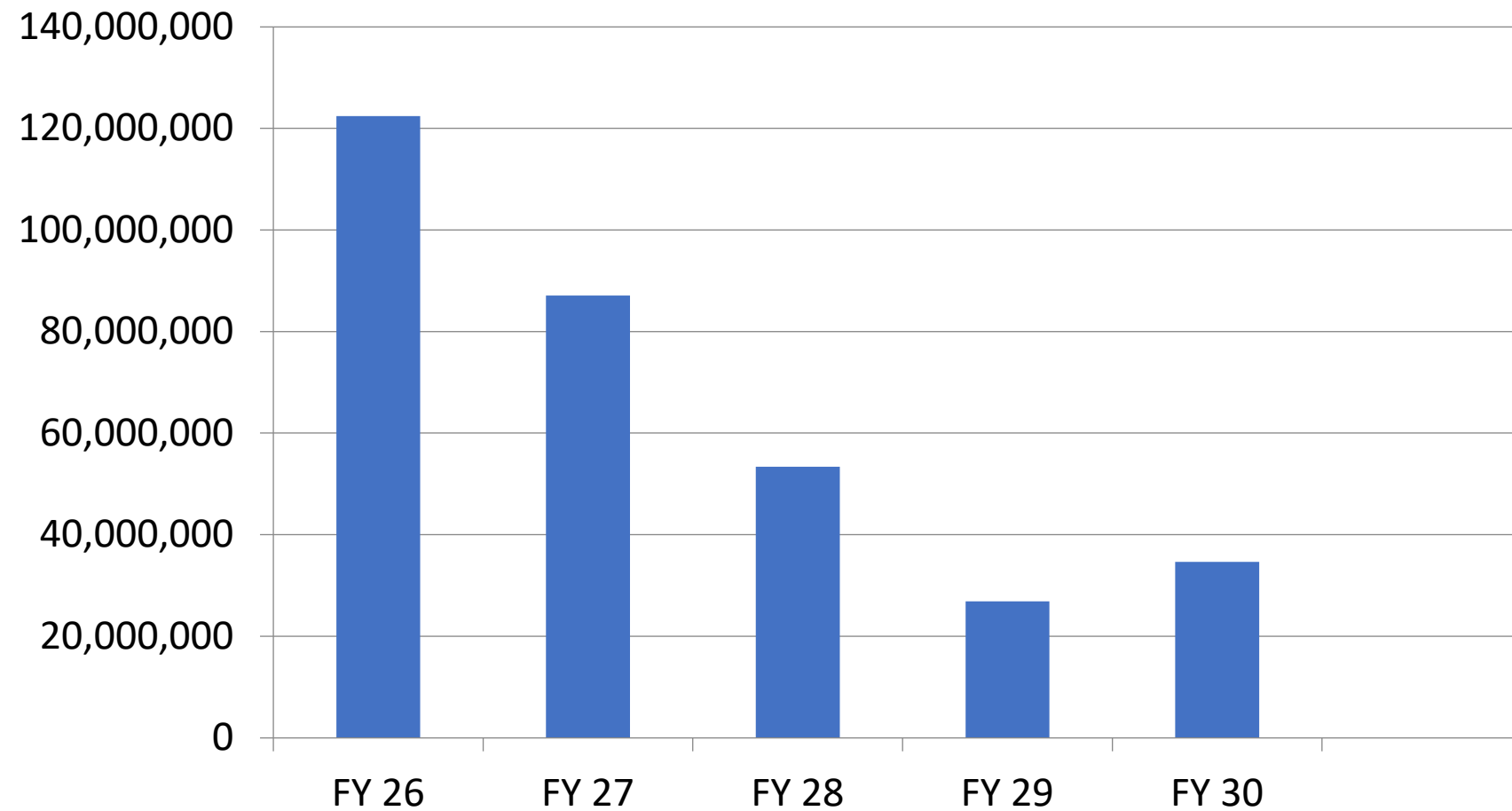


DUPAGE COUNTY FIVE-YEAR OUTLOOK \$470.6M





CAPITAL PROGRAM FY26-30





PROPOSED DOT BUDGET

Questions?

