



DU PAGE COUNTY

Transportation Committee

Final Meeting Minutes 2

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

Tuesday, October 3, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

PRESENT	Chaplin, Covert, Evans, Tornatore, and Zay
ABSENT	Ozog

3. CHAIR'S REMARKS - VICE CHAIR TORNATORE

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday September 19, 2023.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

6. PROCUREMENT REQUISITIONS

6.A. [23-3088](#)

Recommendation for the approval of a contract purchase order to Fleet Safety Supply, to furnish and deliver Whelen lighting products, as-needed for the Division of Transportation, for the period of October 4, 2023 through October 3, 2024, for a contract not to exceed \$20,000; per Sourcewell contract # 90122-WHL.

Attachments: [Fleet Safety Checklist](#)
 [Fleet Safety Sourcewell Letter](#)
 [Fleet Safety Vendor Ethics](#)

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

6.B. [DT-P-0098-23](#)

Recommendation for the approval of an agreement to Leech Tishman Fuscaldo & Lampl, LLC, to provide Professional Legal Services to negotiate Highway Authority Benefit Agreement Applications, as needed for the Division of Transportation, for the period December 1, 2023 through November 30, 2025, for an agreement total not to exceed \$80,000. Appointed as a Special Assistant State’s Attorney by the DuPage County State’s Attorney pursuant to DuPage County Procurement Ordinance 2-356. (County to be reimbursed 100% of incurred fees).

- Attachments:** [Leech Tishman HABA Checklist](#)
 [Fee Agreement](#)
 [Leech Tishman Vendor Ethics](#)

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Liz Chaplin
SECONDER: Lucy Evans

6.C. [DT-P-0099-23](#)

Recommendation for the approval of an agreement to Leech Tishman Fuscaldo & Lampl, LLC, to provide Professional Legal Services to assist with environmental issues, as needed for the Division of Transportation, for the period December 1, 2023 through November 30, 2025, for an agreement total not to exceed \$80,000. Appointed as a Special Assistant State’s Attorney by the DuPage County State’s Attorney pursuant to DuPage County Procurement Ordinance 2-356.

- Attachments:** [Leech Tishman Checklist](#)
 [Fee Agreement](#)
 [Leech Tishman Vendor Ethics](#)

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Liz Chaplin
SECONDER: Lucy Evans

6.D. [DT-P-0100-23](#)

Recommendation for the approval of a contract to K-Tech Specialty Coatings, Inc., to furnish and deliver de-icing liquids, as needed for the Division of Transportation, for the period November 1, 2023 through October 31, 2025, for a contract total not to exceed \$215,000. Exempt from bidding per 55 ILCS 5/5-1022(c) not suitable for competitive bids - Sole Source (proprietary).

Attachments: [K-Tech Checklist](#)
 [K-Tech Proposal](#)
 [K-Tech Sole Source](#)
 [K-Tech Vendor Ethics](#)

RESULT: APPROVED AND SENT TO FINANCE
MOVER: Liz Chaplin
SECONDER: Jim Zay

7. CHANGE ORDERS

7.A. [23-3150](#)

STV Incorporated- P.O. # 5751-1-SERV-for Professional Construction Engineering Services for 87th Street at Woodward Avenue intersection improvements, revised exhibit C for sub-consultant Millennia Professional Services, no change in contract encumbrance.

Attachments: [STV Change Order](#)
 [STV Revised Exhibit C](#)

RESULT: APPROVED
MOVER: Jim Zay
SECONDER: Liz Chaplin

7.B. [23-3114](#)

Amendment to Purchase Order # 6490-SERV, issued to Elmhurst Chicago Stone, to dispose of clean construction demolition debris and uncontaminated soil, as needed, for the Division of Transportation, to increase the encumbrance in the amount of \$5,140, resulting in an amended contract total amount of \$20,140, an increase of 34.27%.

Attachments: [Elmhurst Chicago Stone Change Order](#)
 [Elmhurst Chicago Stone Decision Memo](#)
 [Elmhurst Chicago Stone Vendor Ethics](#)

RESULT: APPROVED
MOVER: Liz Chaplin
SECONDER: Lucy Evans

7.C. [23-3059](#)

TE-P-0418A-21 - Amendment to Resolution TE-P-0418-21 issued to AT&T Mobility for cellular and wireless services for the various departments of the County of DuPage, to increase the encumbrance in the amount of \$60,000, for the Division of Transportation,

resulting in an amended contract amount of \$1,127,950, an increase of 5.62%.

Attachments: [AT&T Change Order](#)
 [AT&T Decision Memo](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

8. GENERAL RESOLUTIONS

8.A. [DT-R-0084-23](#)

Willowbrook Corners Safe Routes to School grant application assuring DuPage County's financial commitment.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

9. INTERGOVERNMENTAL AGREEMENTS

9.A. [DT-R-0085-23](#)

Intergovernmental Agreement between the County of DuPage and the City of Darien for improvements on Lemont Road, from 83rd Street to 87th Street, and on 87th Street, from Havens Drive to Lemont Road to establish the jurisdictional, maintenance and energy responsibilities and costs with respect to the traffic signals and street lighting improvements.

Attachments: [Darien Agreement](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

10. AMENDING RESOLUTIONS

10.A. [23-3164](#)

DT-R-0298A-21 Amendment to DT-R-0298-21 Agreement between the County of DuPage, State of Illinois Department of Transportation, and Chicago, St. Paul and Pacific Railroad LLC. d/b/a Progressive Rail Incorporated, for railroad crossing improvements along York Road, between Sievert Court and Foster Avenue, Section 20-00171-08-FP, to increase Federal/State and Railroad cost participation.

Attachments: [C-91-059-21 Addendum 1 to Agreement](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

11. INFORMATIONAL

11.A. [DC-P-0017-23](#)

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Velosimo software integration between Accela on-line permitting software and Bluebeam plan review software, for the period of December 1, 2023 through November 30, 2024, for a contract total amount not to exceed \$30,618 (Building & Zoning - \$7,654.50, Division of Transportation - \$7,654.50, Public Works - \$7,654.50, Stormwater - \$7,654.50). Per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under \$35,000.

Attachments: [PRCC Accela - Velosimo FY24.pdf](#)
[Accela - Velosimo Renewal Form FY24](#)
[Vendor Ethics Placeholder.pdf](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Liz Chaplin

12. DISCUSSION

[23-3231](#)

Trails Plan Update Presentation.

Attachments: [2023 Trails Plan Update](#)

RESULT: PRESENTED

13. OLD BUSINESS

14. NEW BUSINESS

15. ADJOURNMENT

RESULT: ADJOURNED
MOVER: Jim Zay
SECONDER: Liz Chaplin



Transportation Requisition under \$30,000

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

File #: 23-3088

Agenda Date: 10/3/2023

Agenda #: 6.A.



Procurement Review Comprehensive Checklist

Procurement Services Division

This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #090122-WHL	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$20,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/03/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$20,000.00
	CURRENT TERM TOTAL COST: \$20,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: The Terramar Group d/b/a Fleet Safety Supply	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brian Fucilla	VENDOR CONTACT PHONE: 630-527-1341	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: brian@fleetsafetysupply.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-72	

<i>Overview</i>
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to Fleet Safety Supply, to furnish and deliver Whelen products on as-needed basis. Effective October 4, 2023 through October 3, 2024, for a contract total not to exceed \$20,000.00, per Sourcewell Contract #090122-WHL.
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To install and repair emergency lighting which will improve the overall safety of the County's fleet of vehicles.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Sourcewell Contract #090122-WHL.
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. Taking no action will result in lack of parts needed to preform essential County operations.

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: The Terramar Group d/b/a Fleet Safety Supply	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brian Fucilla	Email: brian@fleetsafetysupply.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 127A S. Washington St.	City: Naperville	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-527-1341	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: The Terramar Group d/b/a Fleet Safety Supply	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 127A S. Washington St.	City: Naperville	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60540	State: IL	Zip: 60187
Phone: 630-527-1341	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 4, 2023	Contract End Date (PO25): Oct 3, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Whelen Products	FY23	1500	3520	52250		10,000.00	10,000.00
2	1	EA		Whelen Products	FY24	1500	3520	52250		10,000.00	10,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 20,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Whelen Products on 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 Brian Fucilla, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

FLEET SAFETY Supply

www.fleetsafetysupply.com

*P.O. Box 649
Naperville, Illinois 60566-0649
(630) 527-1341*

FAX (630) 527-1342

September 7,2023

Roula Eikosidekas
Highway Maintenance Coordinator
DuPage County Division of Transportation
140 N. County Farm Rd.
Wheaton, IL 60187

Hi Roula,

Fleet Safety is a Whelen Master Distributor. We can offer you pricing under Sourcewell Whelen Contract #090122-WHL offering you pricing at 41% off of list.

Sincerely,

Signature on File

Brian S. Fucilla
Fleet Safety Supply
127A S. Washington St.
Naperville, IL 60566-0649



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Whelen Engineering Company, Inc., 51 Winthrop Road, Chester, CT 06412 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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



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: 9-11-2023

Bid/Contract/PO #: 3182

Company Name: <u>Fleet Safety Supply</u>	Company Contact: <u>Brian S. Fucilla</u>
Contact Phone: <u>630-527-1341</u>	Contact Email: <u>brian@fleetsafetysupply.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name Brian S. Fucilla

Title President

Date 9-11-2023

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0098-23

Agenda Date: 10/3/2023

Agenda #: 21.C.

**AWARDING RESOLUTION
ISSUED TO LEECH TISHMAN FUSCALDO & LAMPL, LLC
PROFESSIONAL LEGAL SERVICES
TO NEGOTIATE HIGHWAY AUTHORITY APPLICATIONS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL \$80,000.00; COUNTY TO BE REIMBURSED 100%)**

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") by virtue of its power set forth in the "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and 2-356 of the DuPage County Procurement Code is authorized to contract for legal services when the attorney has been appointed as Special Assistant State's Attorney by the DuPage County State's Attorney through a countersigned engagement agreement; and

WHEREAS, the COUNTY requires professional legal services to negotiate Highway Authority applications applied for by property owners adjacent to County Highways; and

WHEREAS, the COUNTY will be reimbursed for 100% of the incurred professional legal fees by the applicants for Highway Authority Agreements; and

WHEREAS, Leech Tishman Fuscaldo & Lampl, LLC staff, Jennifer S. Pohlenz, has experience and expertise in this area and whom the DuPage County States Attorney has appointed as Special Assistant States Attorney, a copy of said appointment has been attached hereto and made a part hereof; and

WHEREAS, the Transportation Committee of the DuPage County Board has reviewed and recommends approval at the specified amount.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that approval of payments for legal services to Leech Tishman Fuscaldo & Lampl, LLC, 2215 York Road, Suite 310, Oak Brook, Illinois, 60532, is hereby accepted and approved for a total not to exceed \$80,000.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

**DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD**

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3009	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$80,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/03/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$160,000.00
	CURRENT TERM TOTAL COST: \$80,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Leech Tishman Fuscaldo & Lampl, LLC	VENDOR #: 32242	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Jennifer Pohlenz	VENDOR CONTACT PHONE: 630-817-3319	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: jpohlenz@leechtishman.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Legal Services to negotiate Highway Authority Benefit Agreement Applications, as needed for the Division of Transportation.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation requires professional environmental legal services to negotiate Highway Authority Agreements applied for by the property owners adjacent to County Highways and will be reimbursed for 100% of the incurred professional legal fees by the applicants.			

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.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The DuPage County State's Attorney has the sole authority to appoint outside counsel as Special Assistant State's Attorneys to act on behalf of the County. Jennifer Pohlenz has been appointed as Special Assistant State's Attorney to provide legal expertise and advice on matters dealing with Highway Authority Benefit Agreements for the DOT and is employed by the law firm of Leech Tishman Fuscaldo & Lampl, LLC
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) Do not approve this contract and negotiate Highway Authority Benefit Agreement Applications with in-house State's Attorney staff. 2) Approve the contract with Leech Tishman Fuscaldo & Lampl, LLC Option 1 is not recommended because the DuPage County State's Attorney does not have in-house staff attorneys with the necessary expertise and background to negotiate such agreements for the DOT. Option 2 is recommended. We have reviewed this matter with the DuPage County State's Attorney's Office. Leech Tishman Fuscaldo & Lampl, LLC has the essential legal expertise through Jennifer Pohlenz and is intimately familiar with open, active Highway Authority Benefit Agreements and has fairly and justly represented the County's interest on past agreements.

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: Leech Tishman Fuscaldo & Lampl, LLC	Vendor#: 32242	Dept: Division of Transportation	Division: Finance
Attn: Jennifer Pohlenz	Email: jpohlenz@leechtishman.com	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address: 2215 York Road Suite 310	City: Oak Brook	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-817-3319	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Leech Tishman Fuscaldo & Lampl, LLC	Vendor#: 32242	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: P.O. Box 419797	City: Boston	Address:	City:
State: MA	Zip: 02241-9797	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Kathleen Black Curcio			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		HABA Applications - FY24	FY24	1500	3500	53030		40,000.00	40,000.00
2	1	EA		HABA Applications - FY25	FY25	1500	3500	53030		40,000.00	40,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 80,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Legal Services to negotiate Highway Authority Benefit Agreement Applications, as needed for the Division of Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email PO to DOTFinance@dupageco.org & Joan.McAvoy2@dupageco.org
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



ROBERT B. BERLIN
STATE'S ATTORNEY
DU PAGE COUNTY, ILLINOIS

July 11, 2023

Jennifer Pohlenz
LEECHTISHMAN
LEECH TISHMAN FUSCALDO & LAMPL, LLC
600 W. Jackson Blvd, Suite 100
Chicago, IL 60661

Re: **Appointment as an Assistant State's Attorney**

Dear Ms. Pohlenz:

This letter updates the terms of your previous appointment as a Special Assistant State's Attorney for the special and limited purpose of consulting and reviewing environmental legal issues for the DuPage County Division of Transportation.

The hourly rate for Special Assistant State's Attorney's has increased to \$200 for services, and the attached Outside Counsel Billing and Case Progress Procedure has been updated to reflect that rate. Beginning 12/1/23 the new rate of \$200 should be used. Payment of fees will be paid for and processed through the DuPage County Division of Transportation. To confirm this agreement, please sign a copy of this letter and return to my office in care of Barbara Q. Reynolds, Deputy Chief of the Civil Bureau.

Please contact Ms. Reynolds for any further information you may need. Ms. Reynolds will serve as your contact within my office. She may be reached at (630) 407-8272. I also would ask that you keep her advised of all matters pertaining to your representation of DuPage County.

Sincerely,

Signature on File

Robert B. Berlin
DuPage County State's Attorney

Signature on File

Agreed:

Jennifer Pohlenz ✓

Date: July 12, 2023

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ROBERT BERLIN
DuPAGE COUNTY STATE'S ATTORNEY

OUTSIDE COUNSEL BILLING PROCEDURES

1. The office of the DuPage County State's Attorney is supported by public funds. Likewise, payment for outside services including those of special assistant state's attorneys is funded by tax dollars appropriated by the DuPage County Board. It is the policy of the DuPage County State's Attorney to insure that during the term of this appointment, special assistant state's attorneys will not continue with nor accept cases on matters in which he/she represents a plaintiff(s) and the County of DuPage or County officials are actual or potential defendants. Exceptions to this policy are only made under circumstances wherein the County's or the Official's interests are nominal, or where such matters or cases seek no affirmative relief against such defendants.
2. Billing for your services should be done on a monthly basis. All bills will be reviewed and approved by a Civil Bureau Supervisor.
3. The hourly rate shall not exceed the rate of \$200 for services.
4. Billed time should be shown in **1/10 hour** increments.
5. Expenses and time charges should be shown separately. In this regard, it is the policy of the office to reject expenses and/or charges for the following:
 - a. Car rentals or taxi fares for traveling;
 - b. Separate word processing or secretarial charges;
 - c. Fax services;
 - d. Personal delivery services;
 - e. U.S. Mail and postage services;
 - f. Internal Photocopy charges;
 - g. Multiple attorney attendance in court or depositions;
 - h. Charging separately for each attorney's time at intra-office meetings; and
 - i. Charging for attorney's time in responding to Auditor's letters of inquiry.

Exception to the foregoing can be made, but only in extraordinary circumstances and with the prior approval or request of the State's Attorney's Office.

6. Billing statements should include identification of matters worked on, the dates that services were rendered and identification of attorneys who rendered such services. A description of the services rendered is required for each date entry.
7. All statements should be sent to Barbara Q. Reynolds, Deputy Chief Civil Bureau, for processing. A **voucher must accompany each statement and must only show the **current charges**.**



Required Vendor Ethics Disclosure Statement

Date: September 6, 2023

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

Bid/Contract/PO #: _____

Company Name: Leech Tishman Fuscald & Lampl, LLC	Company Contact: Jennifer J. Sackett Pohlenz
Contact Phone: 630-817-3319	Contact Email: jpohlenz@leechtishman.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Jennifer J. Sackett Pohlenz

Title Counsel

Date September 6, 2023

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0099-23

Agenda Date: 10/3/2023

Agenda #: 21.D.

AWARDING RESOLUTION
ISSUED TO LEECH TISHMAN FUSCALDO & LAMPL, LLC
PROFESSIONAL LEGAL SERVICES
TO ASSIST WITH ENVIRONMENTAL ISSUES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$80,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in the "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and 2-356 of the DuPage County Procurement Code is authorized to contract for legal services when the attorney has been appointed as Special Assistant State's Attorney by the DuPage County State's Attorney through a countersigned engagement agreement; and

WHEREAS, the COUNTY requires professional legal services to assist with environmental issues that may be encountered by the Division of Transportation in the maintenance, repair, improvement and/or operation of our transportation system; and

WHEREAS, Leech Tishman Fuscaldo & Lampl, LLC staff, Jennifer S. Pohlenz, has experience and expertise in this area and whom the DuPage County States Attorney's Office has appointed as Special Assistant States Attorney, a copy of said appointment has been attached hereto and made a part hereof; and

WHEREAS, the Transportation Committee of the DuPage County Board has reviewed and recommends approval at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that approval of payments for legal services to Leech Tishman Fuscaldo & Lampl, LLC, 2215 York Road, Suite 310, Oak Brook, Illinois 60523 be hereby accepted and approved for a total not to exceed \$80,000.00.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3010	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$80,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/03/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$160,000.00
	CURRENT TERM TOTAL COST: \$80,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Leech Tishman Fuscaldo & Lampl, LLC	VENDOR #: 32242	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Jennifer Pohlenz	VENDOR CONTACT PHONE: 630-817-3319	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: jpohlenz@leechtishman.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Legal Services to assist with environmental issues, as needed for the Division of Transportation.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation requires professional legal services to assist with environmental issues.			

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.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The DuPage County State's Attorney has the sole authority to appoint outside counsel as Special Assistant State's Attorneys to act on behalf of the County. Jennifer Pohlenz has been appointed as Special Assistant State's Attorney to provide legal expertise and advice on environmental issues for the Division of Transportation and is employed by the law firm of Leech Tishman Fuscaldo & Lampl, LLC.
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) Do not approve this contract and review environmental legal issues with in-house State's Attorney staff. 2) Approve the contract with Leech Tishman Fuscaldo & Lampl, LLC. Option 1 is not recommended because the DuPage County State's Attorney does not have in-house staff attorneys with the necessary expertise to review and advise the Division of Transportation on environmental issues. Option 2 is recommended since it is critical to the County to have ongoing legal expertise related to review of environmental issues for the Division of Transportation. We have reviewed this matter with the DuPage County State's Attorney's office. Leech Tishman Fuscaldo & Lampl, LLC has the essential legal expertise through Jennifer Pohlenz and is familiar with ongoing environmental legal matters.

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: Leech Tishman Fuscaldo & Lampl, LLC	Vendor#: 32242	Dept: Division of Transportation	Division: Finance
Attn: Jennifer Pohlenz	Email: jpohlenz@leechtishman.com	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address: 2215 York Road Suite 310	City: Oak Brook	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-817-3319	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Leech Tishman Fuscaldo & Lampl, LLC	Vendor#: 32242	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: P.O. Box 419797	City: Boston	Address:	City:
State: MA	Zip: 02241-9797	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Kathleen Black Curcio			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Environmental Issues - FY24	FY24	1500	3500	53030		40,000.00	40,000.00
2	1	EA		Environmental Issues - FY25	FY25	1500	3500	53030		40,000.00	40,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 80,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Legal Services to assist with environmental issues, as needed for the Division of Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email PO to DOTFinance@dupageco.org & Joan.McAvoy2@dupageco.org
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



ROBERT B. BERLIN
STATE'S ATTORNEY
DU PAGE COUNTY, ILLINOIS

July 11, 2023

Jennifer Pohlenz
LEECHTISHMAN
LEECH TISHMAN FUSCALDO & LAMPL, LLC
600 W. Jackson Blvd, Suite 100
Chicago, IL 60661

Re: **Appointment as an Assistant State's Attorney**

Dear Ms. Pohlenz:

This letter updates the terms of your previous appointment as a Special Assistant State's Attorney for the special and limited purpose of consulting and reviewing environmental legal issues for the DuPage County Division of Transportation.

The hourly rate for Special Assistant State's Attorney's has increased to \$200 for services, and the attached Outside Counsel Billing and Case Progress Procedure has been updated to reflect that rate. Beginning 12/1/23 the new rate of \$200 should be used. Payment of fees will be paid for and processed through the DuPage County Division of Transportation. To confirm this agreement, please sign a copy of this letter and return to my office in care of Barbara Q. Reynolds, Deputy Chief of the Civil Bureau.

Please contact Ms. Reynolds for any further information you may need. Ms. Reynolds will serve as your contact within my office. She may be reached at (630) 407-8272. I also would ask that you keep her advised of all matters pertaining to your representation of DuPage County.

Sincerely,

Signature on File

Robert B. Berlin
DuPage County State's Attorney

Signature on File

Agreed:

Jennifer Pohlenz ✓

Date: July 12, 2023

8

ROBERT BERLIN
DuPAGE COUNTY STATE'S ATTORNEY

OUTSIDE COUNSEL BILLING PROCEDURES

1. The office of the DuPage County State's Attorney is supported by public funds. Likewise, payment for outside services including those of special assistant state's attorneys is funded by tax dollars appropriated by the DuPage County Board. It is the policy of the DuPage County State's Attorney to insure that during the term of this appointment, special assistant state's attorneys will not continue with nor accept cases on matters in which he/she represents a plaintiff(s) and the County of DuPage or County officials are actual or potential defendants. Exceptions to this policy are only made under circumstances wherein the County's or the Official's interests are nominal, or where such matters or cases seek no affirmative relief against such defendants.
2. Billing for your services should be done on a monthly basis. All bills will be reviewed and approved by a Civil Bureau Supervisor.
3. The hourly rate shall not exceed the rate of \$200 for services.
4. Billed time should be shown in **1/10 hour** increments.
5. Expenses and time charges should be shown separately. In this regard, it is the policy of the office to reject expenses and/or charges for the following:
 - a. Car rentals or taxi fares for traveling;
 - b. Separate word processing or secretarial charges;
 - c. Fax services;
 - d. Personal delivery services;
 - e. U.S. Mail and postage services;
 - f. Internal Photocopy charges;
 - g. Multiple attorney attendance in court or depositions;
 - h. Charging separately for each attorney's time at intra-office meetings; and
 - i. Charging for attorney's time in responding to Auditor's letters of inquiry.

Exception to the foregoing can be made, but only in extraordinary circumstances and with the prior approval or request of the State's Attorney's Office.

6. Billing statements should include identification of matters worked on, the dates that services were rendered and identification of attorneys who rendered such services. A description of the services rendered is required for each date entry.
7. All statements should be sent to Barbara Q. Reynolds, Deputy Chief Civil Bureau, for processing. A **voucher must accompany each statement and must only show the **current charges**.**



Required Vendor Ethics Disclosure Statement

Date: September 6, 2023

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

Bid/Contract/PO #: _____

Company Name: Leech Tishman Fuscaldto & Lampl, LLC	Company Contact: Jennifer J. Sackett Pohlenz
Contact Phone: 630-817-3319	Contact Email: jpohlenz@leechtishman.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Jennifer J. Sackett Pohlenz

Title Counsel

Date September 6, 2023

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0100-23

Agenda Date: 10/3/2023

Agenda #: 21.E.

AWARDING RESOLUTION
ISSUED TO K-TECH SPECIALTY COATINGS, INC.
TO FURNISH AND DELIVER DE-ICING LIQUIDS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$215,000.00)

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

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to K-Tech Specialty Coatings Inc., to furnish and deliver de-icing liquids, as needed for the Division of Transportation, for the period November 1, 2023 through October 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver de-icing liquids, as needed for the Division of Transportation, for the period November 1, 2023 through October 31, 2025, is hereby approved for issuance to K-Tech Specialty Coatings, Inc., PO Box 428, Ashley, Indiana 46705, for a contract total not to exceed \$215,000.00.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$215,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 10/03/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$215,000.00
	CURRENT TERM TOTAL COST: \$215,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: K-Tech Specialty Coatings, LLC	VENDOR #: 27558	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Denver Preston	VENDOR CONTACT PHONE: 260-587-9113	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: dpreston@ktechcoatings.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-71	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT is requesting a purchase order to K-Tech Specialty Coatings, to furnish and deliver Deicing Liquids on as-needed basis. Effective 11/01/2023 through 10/31/2025, for a contract total not to exceed \$215,000.00, per 55ILCS 5/5-1022(c) competitive bids not suitable for competitive bids (sole source) - two year contract with no renewals. - \$1.85 @ 4,600 gallons (full load).			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished These products are used by the highway maintenance to treat bulk rock salt, to aide in our winter operations.			

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

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
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. Beet Heet is an organic based, corrosion inhibited liquid deicer containing a highly refined carbohydrate concentrate, two exothermic chlorides and two non-exothermic chlorides. Beet Heet is a ready to use salt pre-wetting agent and can also be blended with Salt brine to create a lower cost, high performance, salt pre-wetting agent or direct application deicer/anti-icer.
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. DuPage County DOT issued an RFI for alternative deicing products. Vendors were requested to provide detailed specifications and lab results on items they would like considered for use/testing. Beet Heet was selected and DuPage County has been satisfied with it's performance. Beet Heet Concentrate is a proprietary product that is protected and licensed under Patent No. 6,582,622 owned by Sears Ecological Applications Co., LLC.
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. Attached is the letter that K-Tech Specialty Coatings, is the sole developer, manufacture and distributor of Beet Heet Concentrate.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: K-Tech Specialty Coatings, LLC	Vendor#: 27558	Dept: Division of Transportation	Division: Accounts Payable
Attn: Denver Preston	Email: dpreston@ktechcoatings.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: PO Box 428	City: Ashley	Address: 421 N. County Farm Road	City: Wheaton
State: IN	Zip: 46705	State: IL	Zip: 60187
Phone: 260-587-9113	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: K-Tech Specialty Coatings, LLC	Vendor#: 27558	Dept: Division of Transportation	Division: Highway Maintenance
Attn:	Email:	Attn: David Koehler	Email: david.koehler@dupageco.org
Address: PO Box 428	City: Ashley	Address: 140 N. County Farm Road	City: Wheaton
State: IN	Zip: 46705	State: IL	Zip: 60187
Phone: 260-587-9113	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 1, 2023	Contract End Date (PO25): Oct 31, 2025
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Deicing Liquids	FY23	1500	5310	52270		5,000.00	5,000.00
2	1	EA		Deicing Liquids	FY24	1500	3510	52270		105,000.00	105,000.00
3	1	EA		Deicing Liquids	FY25	1500	3510	52270		105,000.00	105,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 215,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Deicing Liquids for the winter seasons 2023, 2024 and 2025 on 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: Denver Preston, David Koehler, Jason Walsh and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. See above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Date: 8-24-23

To: Mr. Michael Figuray
Manager of Highway Operations
DuPage County Division of Transportation
421 North County Farm Road
Wheaton, IL 60187
Office: (630) 407-6924
Email: michael.figuray@dupageco.org

From: Denver Preston
Sales Manager – Winter Products
K-Tech Specialty Coatings, Inc.
P.O.B. 428
Ashley, IN 46705
Office: (260) 587-3888
Fax: (260) 587-3889
Cell: (260) 585-0332
Email: dpreston@ktechcoatings.com

Re: Sole Source Proprietary Product

Mr. Figuray:

BEET HEET® Concentrate is a sole source product solely developed, manufactured and distributed by K-Tech Specialty Coatings, Inc.

Sincerely,
Signature on File

Denver L. Preston



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: 8/24/2023

Bid/Contract/PO #: 18-190-DOT

Company Name: K-Tech Specialty Coatings	Company Contact: Kimberly Smith
Contact Phone: 260-587-9113	Contact Email: ksmith@ktechcoatings.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on File** _____
 Printed Name Kimberly Smith _____
 Title COO _____
 Date 8/24/2023 _____

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



Change Order

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

File #: 23-3150

Agenda Date: 10/3/2023

Agenda #: 7.A.

Consent
DOT 10/3
CB 10/10



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 26, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 5751-1-SERV	Original Purchase Order Date: Apr 12, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: STV Incorporated		Vendor #: 11016	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services, CH 31/87th St at Woodward Ave Intersection Improvements. Section Number #13-00253-01-CH. Revised Exhibit C for sub-consultant Millennia Professional Services. No change in contract encumbrance.		
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	\$675,937.50
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$675,937.50
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$675,937.50
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

NE

DECISION MEMO NOT REQUIRED

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

Change budget code from: _____ to: _____

Increase/Decrease quantity from: _____ to: _____

Price shows: _____ should be: _____

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

DECISION MEMO REQUIRED

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

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount
 Funding Source _____

OTHER - explain below: _____

Prepared By (Initials)	6892	Sep 26, 2023	Recommended for Approval (Initials)	Phone Ext	Date
kbc			LLS		9/26/23
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
				9/27/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		

EXHIBIT C - Revised

DUPAGE COUNTY DIVISION OF TRANSPORTATION
 Consultant Employee Rate Listing

CONSULTANT: **Millennia Professional Services of Illinois, Ltd.**
 PROJECT: **87th Street at Woodward Ave (13-00253-01-CH)**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Project Manager	61.00	78.00	
Project Manager	37.00	60.00	
Senior Project Engineer	45.00	78.00	
Project Engineer	35.00	50.00	
Engineer III	34.00	45.00	
Engineer II	25.00	40.00	
Engineer I	20.00	35.00	
Geologist II	25.00	30.00	
Technician V	35.00	55.00	
Technician IV	30.00	45.00	
Technician III	25.00	40.00	
Technician II	20.00	35.00	
Technician I	15.00	25.00	
Union Technician	30.00	50.00	Adjustment for changes in Union agreement
Administrator II	25.00	65.00	
Administrator I	15.00	35.00	

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

Signature of Authorized Agent
 for CONSULTANT:

Signature on File

Signature

V

Date: August 30, 2023

Ramon Dela Cruz
 Print Name

Signature on File

RDC

Approved By COUNTY:

Date: 9/7/2023



Change Order

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

File #: 23-3114

Agenda Date: 10/3/2023

Agenda #: 7.B.

DOT Only 10/3
10/3/23 7 c



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 1, 2023

MinuteTraQ (IQM2) ID #: _____

Purchase Order #: 6490-SERV	Original Purchase Order Date: May 26, 2023	Change Order #: 2	Department: Division of Transportation
Vendor Name: Elmhurst Chicago Stone	Vendor #: 10031		Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	To dispose of clean construction demolition debris and uncontaminated soil for DOT for the period 06/21/23 - 03/31/24. Increase FY23 - LN1\$5,140.00 to pay off the final invoice.		
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	\$15,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$15,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$5,140.00
E	New contract amount (C + D)	\$20,140.00
F	Percent of current contract value this Change Order represents (D / C)	34.27%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	34.27%
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 checked="" type="checkbox"/> Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input checked="" type="checkbox"/> Funding Source <u>100-1500-3510-53810</u>	
<input type="checkbox"/> OTHER - explain below:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

yla	6911	Sep 1, 2023	<i>LWS</i>	9/21/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
REVIEWED BY (Initials Only)				
Buyer	Date	<i>ACW</i>	Procurement Officer	Date
				9/25/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Decision Memo

Procurement Services Division

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

Date: Sep 14, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: 6490-1-SERV

Requesting Department: Division of Transportation	Department Contact: Mary Erwin
Contact Email: maryann.erwin@dupageco.org	Contact Phone: 630-407-6888
Vendor Name: Elmhurst Chicago Stone	Vendor #: 10031

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

Requesting approval to increase contract 6490-1-SERV to dispose of clean construction demolition debris and uncontaminated soil (South).

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

DuPage County annually contracts with Elmhurst Chicago Stone to dispose of Clean Construction and demolition debris (CCDD) in the south region of DuPage county on an as needed bases. Properly disposing of CCDD (Clean Construction and Demolition Debris) and Uncontaminated soil generated by DOT as a result of normal highway maintenance and construction. This change order is required to properly dispose of remaining stockpiles of tested and confirmed to be CCDD generated by DOT maintenance operations.

Strategic Impact

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

The Illinois EPA requires materials to be tested and certified before being properly disposed of at a licensed facility regulated by the State of Illinois. Materials generated by DOT maintenance operations are stockpiled and then tested to determine if they can be disposed of at a CCDD facility or if they are required to be sent to a landfill.

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

Contract was awarded to low bidder #23-047-DOT

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

Division of Transportation staff recommends an increase to the contract. The contract was competitively bid and awarded to the lowest responsive bidder for the South Region.

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

There is sufficient funds in the FY2023 Budget for this increase



Required Vendor Ethics Disclosure Statement

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

Date: Sep 1, 2023

Bid/Contract/PO #: 6490-1-SERV

Company Name: <u>Elmhurst Chicago Stone</u>	Company Contact: <u>Gary Hofmann</u>
Contact Phone: <u>630-832-4000 x1223</u>	Contact Email: <u>ghofmann@ecstone.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

I hereby acknowledge that **Signature on File** understand these requirements.

Authorized Signature

Printed Name

Gary Hofmann

Title

Credit Manager

Date

09/01/23

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



Transportation Change Order with Resolution

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

File #: 23-3059

Agenda Date: 10/3/2023

Agenda #: 21.F.

TE-P-0418A-21

AMENDING RESOLUTION TO AT&T MOBILITY II LLC D/B/A AT&T MOBILITY
FOR CELLULAR AND WIRELESS SERVICES FOR DU PAGE COUNTY DEPARTMENTS
(INCREASE DOT SHARE \$60,000.00, + 5.62%)

WHEREAS, the DuPage County Board has heretofore awarded a contract with AT&T Mobility II LLC d/b/a AT&T Mobility on October 9, 2021, pursuant to the Intergovernmental Agreement between the County of DuPage and National Association of State Procurement Officers (NASPO-Master Agreement #149) for wireless services and devices; and

WHEREAS, the Division of Transportation is requesting approval to increase the contract total by \$60,000.00 to cover cellular and wireless charges for the duration of the contract term (July 24, 2024) due to the conversion and addition of mobile devices to provide higher functionality; and

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

WHEREAS, it is in the best interest of the County to increase the contract and said change is authorized by law.

NOW, THEREFORE BE IT RESOLVED, that the DuPage County Board adopt this amendment to TE-P-0418-21, issued to AT&T Mobility, to increase the encumbrance in the amount of \$60,000.00, resulting in an amended contract amount of \$1,127,950.00, an increase of 5.62%.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DOT 10/3
FI+CB 10/10



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

Date: Sep 22, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5541-1-SERV	Original Purchase Order Date: Dec 1, 2021	Change Order #: 3	Department: Division of Transportation
Vendor Name: A T & T MOBILITY II LLC DBA AT&T MOBILITY-NATIONAL ACT	Vendor #: 10009	Dept Contact: Kathleen Black Curcio	
Background and/or Reason for Change Order Request:	Contract to provide cellular devices/service for the Division of Transportation. 12/01/2021-07/24/2024 Increase LN3 (3500-53260) \$9,000.00 and increase LN4 (3510-53260) \$51,000.00.		
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	\$1,067,950.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,067,950.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$60,000.00
E	New contract amount (C + D)	\$1,127,950.00
F	Percent of current contract value this Change Order represents (D / C)	5.62%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	5.62%

WR

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 3500-9k/3510-51k

OTHER - explain below:

Prepared By (Initials)	6892	Sep 22, 2023	<i>WGS</i>	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)						
Buyer	Date	<i>mecl</i>	Procurement Officer	Date	9/27/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date			

9/26/23



Decision Memo

Procurement Services Division

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

Date: Sep 26, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kathleen Black Curcio
Contact Email: kathy.black@dupagecounty.gov	Contact Phone: 6892
Vendor Name: A T & T Mobility	Vendor #: 10009

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

Increase DOT lines for the AT&T service agreement to provide cellular devices off of the FirstNet network.

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

The DOT Highway Operations pays for 103 phone lines. The DOT migrated from feature phones (flip phones) to smart phones after the contract start. The contract totals were based on \$20.00 per phone, per month (flip phone). With the switch over to smart phones the new totals were \$30.00 per phone, per month. The DOT Administration pays for 28 phone lines. The contract was set up with totals based on \$43.00 per phone, per month and with the upgraded phones the new totals are \$50.00 per phone, per month.

Strategic Impact

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

Our first responder departments will be able to communicate over AT&T's private band 14 network in case of emergencies when normal commercial cellular networks are overburdened.

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

AT&T has the only Federal Government private band network for first responders. The pricing is additionally part of a NASPO cooperative contract.

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

1. Increase DOT lines of this service agreement. This is the recommended option.
2. Pay DOT portion of pending invoices non-encumbered. Not recommended as the County has entered into a service agreement through fiscal year 2024.
3. Do not pay DOT portion of pending invoices. Not recommended as the invoice covers all of the Countys service and not paying a portion of the invoice could stop service to all of the County.

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

There is sufficient DOT funding for this increase.



Transportation Resolution

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

File #: DT-R-0084-23

Agenda Date: 10/3/2023

Agenda #: 21.A.

WILLOWBROOK CORNERS SAFE ROUTES TO SCHOOL
GRANT APPLICATION
ASSURING DUPAGE COUNTY FINANCIAL COMMITMENT

WHEREAS, the County of DuPage (hereinafter "COUNTY") is pursuing a SAFE ROUTES TO SCHOOL grant on behalf of Community Consolidated School District 180 (Anne M. Jeans School, hereinafter "SCHOOL") located in the Willowbrook Corners neighborhood of Unincorporated DuPage County; and

WHEREAS, the COUNTY recognizes that said neighborhood is determined to be a Disadvantaged Neighborhood by local, state and national entities and lacks sufficient infrastructure for non-motorized safe passage to the SCHOOL; and

WHEREAS, the COUNTY proposes to construct sidewalk, ADA ramps and lighting for the purpose of safe access and egress to and from the SCHOOL as part of the SAFE ROUTES TO SCHOOL grant program; and

WHEREAS, the SAFE ROUTES TO SCHOOL program, if awarded, will finance one hundred (100) percent of construction up to a maximum of \$250,000; and

WHEREAS, the COUNTY has estimated a total construction cost of \$750,000.00, necessitating COUNTY funding; and

WHEREAS, SAFE ROUTES TO SCHOOL requires the applicant to assure the local government's commitment to funding the remainder of the project cost pending award; and

WHEREAS, the proposed FY 2024 Budget includes \$500,000 toward the County's share of the project costs; and

WHEREAS, in the interest of the safety, security, health and welfare of children and parents attending and using the SCHOOL, the COUNTY assures its commitment to fund the remainder of the project cost pending award.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board hereby assures its commitment to funding project costs not covered by a grant award.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



File #: DT-R-0085-23

Agenda Date: 10/3/2023

Agenda #: 21.B.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF DARIEN
FOR TRAFFIC SIGNAL AND STREET LIGHTING IMPROVEMENTS
AND FUTURE MAINTENANCE/ENERGY RESPONSIBILITIES
CH9/LEMONT ROAD AT CH31/83RD STREET AND
CH/9LEMONT ROAD AT CH31/87TH STREET
SECTION 16-00232-00-CH

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the City of Darien (hereinafter referred to as CITY) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

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

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/5-1001 *et seq.*) and “Illinois Highway Code” (605 ILCS 5/5-101 *et seq.*) and the CITY by virtue of its power set forth in the “Illinois Municipal Code” (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY and CITY, in order to facilitate the free flow of traffic and to ensure the safety of the public, desire to improve Lemont Road from 83rd Street to 87th Street and 87th Street from Havens Drive to Lemont Road, to include intersection improvements at 83rd Street and at 87th Street, resurfacing, curb and gutter and drainage repairs, ADA ramps, and other appurtenant work (hereinafter referred to as “PROJECT”); and

WHEREAS, the PROJECT also includes traffic signal and street lighting improvements (hereinafter “TRAFFIC SIGNALS and STREET LIGHTING”); and

WHEREAS, an Intergovernmental Agreement has been prepared to establish the jurisdictional, maintenance and energy responsibilities and costs with respect to the TRAFFIC SIGNALS and STREET LIGHTING.

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

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

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
THE CITY OF DARIEN
FOR TRAFFIC SIGNAL AND STREET LIGHTING IMPROVEMENTS
CH 9/LEMONT ROAD at CH 31/83rd STREET
and CH 9/LEMONT ROAD at CH 31/87th STREET
INCLUDING FUTURE MAINTENANCE/ENERGY RESPONSIBILITIES
SECTION NO. 16-00232-00-CH**

This Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, 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 the City of Darien (hereinafter referred to as "CITY"), a home rule municipal corporation, with offices at 1702 Plainfield Road, Darien, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "PARTY" or collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES, in order to facilitate the free flow of traffic and to ensure the safety of the public, desire to improve CH 9/Lemont Road from CH 31/83rd Street to CH 31/87th Street and CH 31/87th Street from Havens Drive to Lemont Road, to include intersection improvements at CH 31/83rd Street and at CH 31/87th Street, resurfacing, curb and gutter and drainage repairs, ADA ramps, and other appurtenance work (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT also includes traffic signal and street lighting improvements (hereinafter "TRAFFIC SIGNALS and STREET LIGHTING"); 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

WHEREAS, the CITY, by virtue of their home rule powers and as set forth in the "Municipal Code" (65 ILCS 1/1-1-1 *et seq.*), are authorized to enter into this AGREEMENT; and

WHEREAS, the PARTIES desire to establish their jurisdictional, maintenance, and energy responsibilities and costs with respect to the TRAFFIC SIGNALS and STREET LIGHTING.

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

1.0 INCORPORATION

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

2.0 RESPONSIBILITIES OF THE COUNTY

- 2.1. The COUNTY shall prepare plans and specifications, furnish engineering inspection during construction, and cause the PROJECT, including TRAFFIC SIGNALS and STREET LIGHTING, to be built in accordance with the plans and specifications, incorporated herein by reference.
- 2.2. The COUNTY shall have the CITY named as additional insured for the Commercial General Liability in the Special Provisions section of the contract between the Illinois Department of Transportation and the Contractor.
- 2.3. Upon completion, inspection and approval by the COUNTY, the COUNTY shall own, operate and maintain the PROJECT improvements, except as herein defined as CITY ownership, operation and maintenance responsibilities, including the TRAFFIC SIGNALS at CH 9/Lemont Road and CH 31/83rd Street and at CH 9/Lemont Road and CH 31/87th Street and shall provide and pay for all costs associated with the future maintenance and repair of the TRAFFIC SIGNALS including pre-emption equipment and combination lighting with reimbursement from the CITY as referenced hereinafter.
- 2.4. The COUNTY retains the right to control and regulate the sequence and all other aspects of phasing and timing of the TRAFFIC SIGNALS.
- 2.5. The COUNTY shall establish the energy supply with the local power company to furnish the electrical energy for the operation of the TRAFFIC SIGNALS.
- 2.6. The COUNTY shall pay one hundred percent (100%) of all future energy costs of the TRAFFIC SIGNAL at CH 9/Lemont Road and CH 31/83rd Street and one hundred percent (100%) of all future energy costs for the TRAFFIC SIGNAL at CH 9/Lemont Road and CH 31/87th Street.

- 2.7. The COUNTY will be responsible for future maintenance, as required, of all pavement markings on CH 9/Lemont Road on CH 31/83rd Street (east leg), and on CH 31/87th Street (west leg).
- 2.8 The COUNTY will be responsible for future maintenance of the STREET LIGHTING system located within the county rights-of-way on CH 9/Lemont Road, on CH 31/83rd Street (east leg), as well as the two streetlights on the west leg of 83rd Street immediately west of the county's right-of-way, one (1) on the north and one (1) on the south side of 83rd Street. The COUNTY's maintenance responsibility will be limited to only those lights, controller equipment, and cables that are connected to the COUNTY's STREET LIGHTING system, as indicated on EXHIBIT A (Street Lighting County Maintenance Exhibit).
- 2.9 The COUNTY shall establish the energy supply with the local power company to furnish the electrical energy for the operation of STREET LIGHTING.
- 2.10 The COUNTY shall pay one hundred percent (100%) of all future energy costs of the STREET LIGHTING at CH 9/Lemont Road and CH 31/83rd Street and one hundred percent (100%) of all future energy costs for the STREET LIGHTING at CH 9/Lemont Road and CH 31/87th Street.

3.0 RESPONSIBILITIES OF THE CITY

- 3.1. The CITY shall reimburse the COUNTY twenty-five percent (25%) of all future routine maintenance costs for the TRAFFIC SIGNAL at CH 9/Lemont Road & CH 31/83rd Street, and at CH 9/Lemont Road & CH 31/87th Street, including traffic signal equipment and combination lights, by annual invoice from the COUNTY. Routine maintenance shall be invoiced to the CITY at the same unit price paid by the COUNTY for the COUNTY traffic signal maintenance contract in place at the time of the annual invoice.
- 3.2. The CITY agrees that the COUNTY shall repair damages to the TRAFFIC SIGNAL at CH 9/Lemont Road and CH 31/83rd Street, and at CH 9/Lemont Road & CH 31/87th Street, caused by motor vehicles or construction activities by others and shall invoice the CITY for twenty-five percent (25%) of said costs not recovered by the COUNTY. The COUNTY agrees to execute any necessary documentation subrogating the COUNTY's rights to the CITY for recovery of said cost, and the CITY agrees to execute any necessary documentation subrogating the CITY's rights to the COUNTY for recovery of said cost.

3.3. The CITY will be responsible for maintenance of all pavement markings on the west leg of the CH 9/Lemont Road and CH 31/83rd Street intersection and on the east leg of the CH 9/Lemont Road and CH 31/87th Street intersection.

4.0 MAINTENANCE RESPONSIBILITIES

4.1. It is understood and agreed by the PARTIES hereto that, other than the maintenance responsibilities specified in this AGREEMENT, all other maintenance responsibilities of the PARTIES are not changed or modified by this AGREEMENT. Specifically, the responsibility for maintenance of the streetlights on 83rd Street west of CH 9/Lemont Road that are not connected to the COUNTY'S STREET LIGHTING system, will remain as they were prior to this AGREEMENT.

5.0 FUTURE MODERNIZATION/RECONSTRUCTION

5.1. If, in the future, it is determined by the COUNTY that the TRAFFIC SIGNALS require modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 9/Lemont Road at CH 31/83rd Street or CH 9/Lemont Road at CH 31/87th Street which results in the need to modernize or reconstruct the TRAFFIC SIGNALS, the PARTIES hereby agree to share the cost of the improvement to the TRAFFIC SIGNALS, including engineering, construction, construction engineering and/or land acquisition, in proportion to the number of approaches to the intersection maintained by the respective PARTIES at the time of future improvements.

5.2. For the purposes of this AGREEMENT:

(a) the east leg of the CH 9/Lemont Road and CH 31/83rd Street intersection and the west leg of the CH 9/Lemont Road and CH 31/87th Street intersection shall be considered as COUNTY maintained.

(b) the west leg of the CH 9/Lemont Road and CH 31/83rd Street intersection and the east leg of the CH 9/Lemont Road and CH 31/87th Street intersection shall be considered as CITY maintained.

6.0 INDEMNIFICATION

6.1. The COUNTY shall indemnify, hold harmless and defend the CITY, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense,

arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

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

6.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

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

- 6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3- 9008. The COUNTY's participation in its defense shall not remove the CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 6.4. Nothing contained herein shall be construed as prohibiting the CITY, 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. The CITY's participation in its defense shall not remove COUNTY's duty to indemnify, defend, and hold the CITY harmless, as set forth above.
- 6.5. The parties do not waive, by these indemnity requirements, any defenses or protections available to them under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or any other applicable law, by virtue of the provisions set forth in this Section or any other Section of this AGREEMENT. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The PARTIES' indemnification under Section 6.0 hereof shall terminate when the TRAFFIC SIGNAL work is completed, and the CITY assumes their maintenance responsibilities as set forth above.

7.0 ENTIRE AGREEMENT

- 7.1. This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the TRAFFIC SIGNALS and STREET LIGHTING and supersedes all previous communications or understandings whether oral or written.

8.0 NOTICES

- 8.1. Any notice required hereunder shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt

requested, postage prepaid, to the PARTY's address or sent by confirmed facsimile or email, to the PARTY's address. The address of each PARTY is as specified below; either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For CITY:

Joseph A. Marchese, Mayor
City of Darien
1702 Plainfield Road
Darien, IL 60561
Phone: 630.852.5000
Email: jmarchese@darienil.gov

For COUNTY:

Director of Transportation
DuPage County Division of Transportation
421 N. County Farm Rd.
Wheaton, IL 60187
Phone: 630.407.6900
Email: dot@dupageco.org

9.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

10.0 NON-ASSIGNMENT

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

11.0 AUTHORITY TO EXECUTE/RELATIONSHIP

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

11.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

11.3. This AGREEMENT shall not be deemed or construed to create any rights or benefits in or to any third parties.

12.0 GOVERNING LAW

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

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

13.0 SEVERABILITY

13.1. 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.

14.0 FORCE MAJEURE

14.1. The PARTIES shall not 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 and natural disasters.

15.0 COUNTERPARTS

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

(remainder of this page left intentionally blank)

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

COUNTY OF DU PAGE

CITY OF DARIEN

Deborah A. Conroy, Chair
DuPage County Board

Joseph A. Marchese
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

JoAnne Ragona
City Clerk

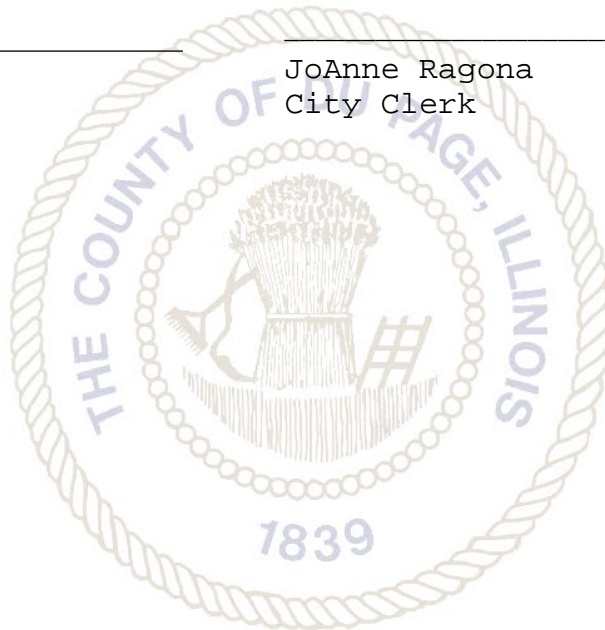
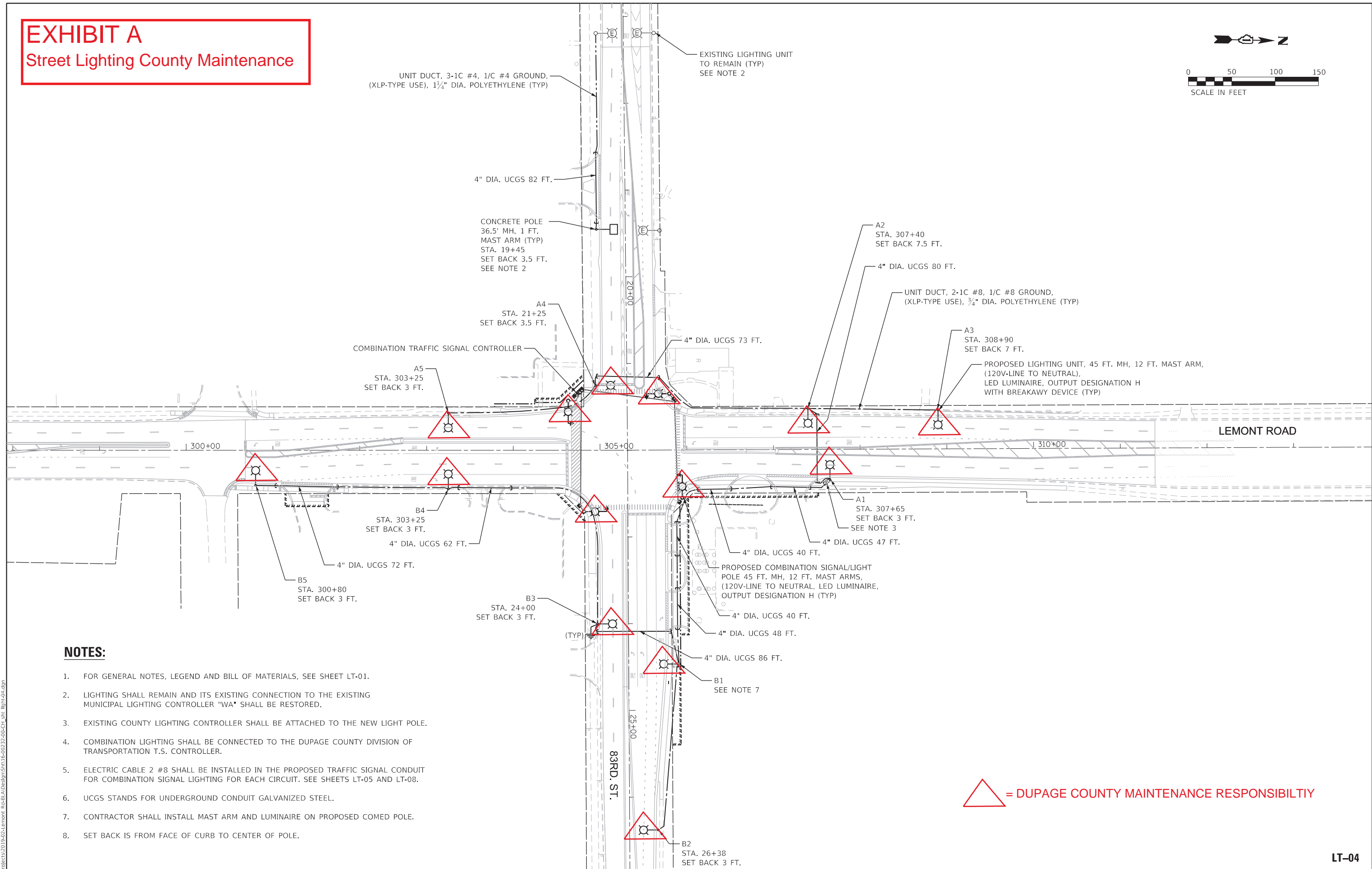
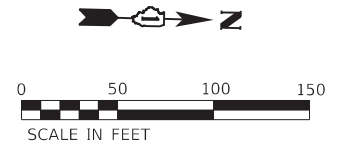


EXHIBIT A

Street Lighting County Maintenance



NOTES:

- FOR GENERAL NOTES, LEGEND AND BILL OF MATERIALS, SEE SHEET LT-01.
- LIGHTING SHALL REMAIN AND ITS EXISTING CONNECTION TO THE EXISTING MUNICIPAL LIGHTING CONTROLLER "WA" SHALL BE RESTORED.
- EXISTING COUNTY LIGHTING CONTROLLER SHALL BE ATTACHED TO THE NEW LIGHT POLE.
- COMBINATION LIGHTING SHALL BE CONNECTED TO THE DUPAGE COUNTY DIVISION OF TRANSPORTATION T.S. CONTROLLER.
- ELECTRIC CABLE 2 #8 SHALL BE INSTALLED IN THE PROPOSED TRAFFIC SIGNAL CONDUIT FOR COMBINATION SIGNAL LIGHTING FOR EACH CIRCUIT. SEE SHEETS LT-05 AND LT-08.
- UCGS STANDS FOR UNDERGROUND CONDUIT GALVANIZED STEEL.
- CONTRACTOR SHALL INSTALL MAST ARM AND LUMINAIRE ON PROPOSED COMED POLE.
- SET BACK IS FROM FACE OF CURB TO CENTER OF POLE.

= DUPAGE COUNTY MAINTENANCE RESPONSIBILTIIY

MODEL: D:\p\16-002322-00-CH-01.dwg
 FILE NAME: 16-002322-00-CH-01.dwg
 PLOT DATE: 8/1/2023

AMES Engineering, Inc.
 CONSULTING ENGINEERS
 6330 Belmont Road, Unit 4B
 Downers Grove, IL 60516

USER NAME = mdeitche	DESIGNED - BL	REVISED -
PLOT SCALE = 100.0000' / in.	DRAWN - MD	REVISED -
PLOT DATE = 8/1/2023	CHECKED - MB	REVISED -
	DATE - 06-01-23	REVISED -

**DUPAGE COUNTY
 DIVISION OF TRANSPORTATION**

**PROPOSED LIGHTING PLAN
 LEMONT ROAD AT 83RD STREET**

SCALE: 1"=50' SHEET 1 OF 1 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2612	16-00232-00-CH	DuPage	246	200
CONTRACT NO.			59	
ILLINOIS FED. AID PROJECT				

LT-04



Transportation Resolution

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

File #: 23-3164

Agenda Date: 10/3/2023

Agenda #: 21.G.

DT-R-0298A-21

AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF DU PAGE,
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
AND CHICAGO, ST. PAUL AND PACIFIC RAILROAD, LLC. D/B/A
PROGRESSIVE RAIL INCORPORATED
CH 8/YORK ROAD, BETWEEN SIEVERT COURT AND FOSTER AVENUE
RAILROAD CROSSING IMPROVEMENTS
SECTION 20-00171-08-FP

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0298-21 on June 8, 2021, wherein the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) entered into a Local Public Agency Agreement (hereafter AGREEMENT), with Chicago, St. Paul and Pacific Railroad LLC. d/b/a Progressive Rail Incorporated (hereinafter "RAILROAD"), for the removal and reconstruction of the existing at-grade railroad crossing surface and modernization of crossing warning devices on CH 8/York Road, between Sievert Court and Foster Avenue, and construction of an at-grade crossing for a new (future) multi-use path on the west side of York Road (hereinafter "PROJECT"); and

WHEREAS, the RAILROAD has secured federal funds for construction of the PROJECT through the Illinois Department of Transportation; and

WHEREAS the AGREEMENT is being amended to reflect additional work and increased federal and RAILROAD cost shares; and

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0229-21 on April 13, 2021, which approved a separate agreement entered into between the RAILROAD and the COUNTY which outlined the construction, maintenance and financial responsibilities of the COUNTY and RAILROAD related to the PROJECT; and

WHEREAS, the COUNTY will bring forth an amendment to that separate agreement with the RAILROAD to increase the COUNTY's proportionate share of the PROJECT costs.

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

BE IT FURTHER RESOLVED that an original copy of the amendment will be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 10th day of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

York Road (FAP 0354A)
DuPage County
Section 20-00171-08-FP
Project JCIP(737)
Job No. C-91-059-21

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
ADDENDUM No. 1 to AGREEMENT
for
Local Agency Railway-Highway
Grade Crossing Improvements

THIS ADDENDUM made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and **DuPage County**, State of Illinois, acting by and through its County Board, hereinafter referred to as the "LPA", and the **CHICAGO, ST. PAUL, AND PACIFIC RAILROAD, LLC (CSP)**, hereinafter referred to as "COMPANY", collectively referred to as the "PARTIES" and individually referred to as "PARTY";

WITNESSETH:

WHEREAS, the PARTIES executed on July 6, 2021 an Agreement for railway-highway grade crossing improvements to include improving crossing warning signal devices and crossing surface at York Road, AAR/DOT #372161W in DuPage County, Illinois;

WHEREAS, Exhibit A of that Agreement included COMPANY's estimate consisting of seven (7) pages;

WHEREAS, the PARTIES require an additional scope of work to include additional roadway pavement and curb work for a safer roadway transition to the new crossing surface, additional signal equipment required by the Illinois Commerce Commission, and inflationary cost increases not included at the time of execution of the original Agreement but shall be added to the Agreement as Exhibit D, with an estimated additional cost of \$422,887.34; and

WHEREAS, in order to accomplish the proposed improvements, the use of Federal and/or State funds will be provided under applicable Federal or State act, law or appropriation and the PARTIES cost participation will remain as stated in the Agreement.

NOW, THEREFORE, in consideration of the forgoing recitals, which are incorporated herein as if fully restated as part of the agreed terms under the AGREEMENT and this ADDENDUM, and the covenant and agreements below, and for other good and valuable consideration, the PARTIES hereby agree as follows:

1. Exhibit D which is attached to this ADDENDUM will become part of and incorporated into the AGREEMENT;
2. The PARTIES mutually agree to the use of Federal and/or State funds which shall equal 90% participation, COMPANY's participation of 10%, LPA's participation of 0%, as originally stated in the Agreement;
3. The total estimate of cost for the proposed work described in the original AGREEMENT and this ADDENDUM is **\$1,086,410.34**. With \$ 977,769.30 apportioned to the STATE, \$ 108,641.04 apportioned to the COMPANY, and \$ 0.00 apportioned to the LPA.
4. The original AGREEMENT executed on May 4th, 2021, remains in full affect and all sections of the original AGREEMENT are applicable to this ADDENDUM; and
5. This ADDENDUM is incorporated into and shall become part of the AGREEMENT;

IN WITNESSES, WHEREOF, LPA, COMPANY, AND STATE may execute this Addendum in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the date of their signature below.

COMPANY: **Chicago, St. Paul, and Pacific**

Signature: _____

Typed name: _____

Typed title: _____

Date: _____

LPA: **DuPage County**

Signature: _____

Typed name: _Deborah A. Conroy

Typed title: _ Chair, DuPage County Board

Date: _____

STATE: **State of Illinois, Department of Transportation**

Omer Osman
Secretary

Date

Vicki L. Wilson
Chief Fiscal Officer

Date

Stephen Travia
Director, Highways Project Implementation

Date

Mike Prater
Acting Chief Counsel

Date



Exhibit D

Date: November 1, 2021
Page: 1 of 1

Company:	Progressive Rail Inc.	Change Order #001	
Attention:	Chad Nieman		
Site Name:	York Rd. Crossing	610 York Rd. Bensenville, IL.	

Summary Scope of Work

771 extra RC man hours. 1 extra week of equipment rental.
632 tons of extra asphalt. 3 days of asphalt crew to install. (SUB)
28.5 hours of extra asphalt saw cutting. Asphalt was cut and came out in 8 inch up to 24 inches in depth.
50 extra loads of cut asphalt loaded and hauled out. 5 trucks used to haul cut asphalt out. 109 hours. (SUB)
10 extra dumpsters used.

Scope of Work

Work was started on Monday September 27th. Traffic was shut down and material was unloaded. We began cutting asphalt. Asphalt was cut and it was being removed, loaded up in trucks and hauled away for disposal. Du Page County came to visit the site and immediately stopped production. We were told that the cuts for the asphalt were wrong. The meeting in April everyone decided that 20 to 25 ft from the rail would be the cut. New lengths were made by Du Page County. The distances now were 138 ft from the rail on the South West side of the track. The distance on the North East side of the track was 125 ft. Total square ft to cut was 11,500 sq.ft. The original asphalt figured was 320 ton. The total tonnage used was 952 ton. This making extra asphalt for the project at 632 ton & 3 extra days for the asphalt crew & equipment to install (SUB) The cutting of the extra asphalt took 28.5 hours to cut. 50 extra loads of cut asphalt was hauled to the asphalt plant for disposal. (Asphalt plant charges by the load) 5 trucks (SUBS) were called in to haul the extra asphalt to the plant. This was 109 hours. 10 extra dumpsters were also delivered to help dispose of all the extra asphalt. Traffic control price did not change. The curb on the west side of the track was taken out and replaced along with 75 ft. of new sidewalk. There was no charge for this as we raised the track on the west side higher than needed causing the curb not to match the concrete track panel. Thank you again Chad and William for being patient with RC through this change order. As always, thanks for the opportunity to let RC take care of your crossing needs.

Price

Original Contract	\$446,955.97
Change Order Total	\$273,656.37
Subtotal:	
Sales Tax	
REVISED PROJECT TOTAL:	\$720,612.34

Billy Patterson
 VP of Construction
 X
- - - - -

CHICAGO, ST. PAUL & PACIFIC RAILROAD

Detailed Crossing Signal Project Cost Estimate

Replace existing cantilever signals and signal house with new cantilever signals w/ 12" LED 2-Way arm tip,
1-Way lane, & mast lights, crossbuck signs & bells, flashing light signal w/ 1-W 12" LED mast lights & crossbuck sign,
new signal house w/ AC/DC track circuits, foundations, conduits, cables, & AC service
Central Signal, LLC

Updated
07/12/22

ROAD NAME: **York Road**
Project No.:
NEAREST CITY: Bensenville
COUNTY: Du Page
STATE: Illinois

RAILROAD: Chicago Junction Railway
RR MILEPOST: O'Hare Ind. 500 Lead 001.00
DOT/AAR NO.: 372 161W

MATERIAL ESTIMATE

See Attached	Total Material	\$	166,159
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LABOR ESTIMATE

Field Installation	3 Signalmen @ 100 hours		11,400
		Total Labor	\$ 11,400

ADDITIVES

Lodging & Personnel Expenses	\$160.00 per day		6,240
Contractor's Overhead	170.00% of Labor		19,380
Contractor's Profit	12.00% Fixed Fee		24,381
		Total Additives	\$ 50,001

EQUIPMENT RENTAL

Backhoe / Excavator	1 @ \$ 1400 per week	2 week	2,800
		Total Equipment Rental	\$ 2,800

SUBCONTRACTORS

Install Meter Service	1 @ \$8,000 each		8,000
Directional Boring	550 feet @ \$90 per foot		49,500
Traffic Control	2 Deployments		4,000
Hydrovac	6 Day		20,039
Ground Restoration	2 Lot		2,000
Roadway & Sidewalk Repair	1 Lot		6,500
Asphalt/Concrete Removal & Disposal	2 Lots		45,400
		Total Subcontracts	\$ 135,439

TOTAL ESTIMATED EXPENDITURE

Summary	Material		\$ 166,159
	Labor		\$ 11,400
	Additives		\$ 50,001
	Equipment Rental		\$ 2,800
	Subcontracts		\$ 135,439

TOTAL PROJECT \$ 365,798

CHICAGO, ST. PAUL & PACIFIC RAILROAD

RAILROAD SIGNAL MATERIAL ESTIMATE

PROJECT DESCRIPTION: **Replace existing cantilever signals and signal house with new cantilever signals w/ 12" LED 2-Way arm tip, 1-Way lane, & mast lights, crossbuck signs & bells, flashing light signal w/ 1-W 12" LED mast lights & crossbuck sign, new signal house w/ AC/DC track circuits, foundations, conduits, cables, & AC service**

ROAD NAME: **York Road**

**Updated
7/12/2022**

NEAREST CITY: **Bensenville**
Becker Du Page
Sherburne Illinois

RAILROAD: **Chicago Junction Railway**
RR MILEPOST: **O'Hare Ind. 500 Lead 001.00**
DOT/AAR NO.: **372 161W**

Page 2 of 2

No.	Description	Unit	Qty	Cost/Unit	Extended Cost
1	Bond, Rail Head, 3/16" x 6-1/2" w/ weld material	Ea	40	5.45	218.00
2	Bootleg Kit, BN1HWBS	Ea	5	170.00	850.00
3	Cable, #6 Duplex TW	Ft	1,200	4.50	5,400.00
4	Cable, 5C#6	Ft	300	15.00	4,500.00
5	Cable, 3C#6	Ft	100	10.40	1,040.00
6	Cable, 7C#6	Ft	500	20.00	10,000.00
7	Concrete, Delivered	Yd	22	280.00	6,160.00
8	Controller, Switch Circuit w/ rods & mounting hardware	Ea	1	4,000.00	4,000.00
9	Dress Rock	Lot	1	3,000.00	3,000.00
10	Foundation, Leave-In-place, Double Mast, 5', 19" bolt spacing	Ea	1	5,400.00	5,400.00
11	Foundation, Leave-in-place, Single Mast, 5', 19" bolt spacing	Ea	1	2,900.00	2,900.00
12	Foundation, Precast Conc, 60"	Ea	1	1,000.00	1,000.00
13	House, 6'x6' Al, Custom Shop Wired (66ACDC4B1C2)	Ea	1	56,439.96	56,439.96
14	Signal, Side-of Road, 1-W 12" LED Mast lights	Ea	1	4,553.42	4,553.42
15	Signal, Cantilever, 26' Walk Out Arm, (1) 2-W Tip, (1) 1-W Lane & (1) 2-W Mast Lights	Ea	1	25,631.00	25,631.00
16	Signal, Cantilever, 36' Walk Out Arm, (1) 2-W Tip, (1) 1-W Lane, (1) 1-W Mast Lights & (1) 1-Way Mast Side Lights	Ea	1	34,680.00	34,680.00
17	Terminal, Ring, #10-12, 1/4" Stud	Ea	60	0.87	52.13
18	Wire Tag, 3/8" Tube, Polyvinyl, White	Ea	60	0.80	48.00
19	Wire, #10, STR, Okonite, Blue	Ft	260	1.10	286.00

Total Materials 166,158.51



File #: DC-P-0017-23

Agenda Date: 10/3/2023

Agenda #: 11.A.

AWARDING RESOLUTION TO
ACCELA, INC.
FOR THE RENEWAL OF ANNUAL SUBSCRIPTION FOR SOFTWARE INTEGRATION
BETWEEN ACCELA ON-LINE PERMITTING SOFTWARE
AND BLUEBEAM PLAN REVIEW SOFTWARE
FOR BUILDING AND ZONING, STORMWATER MANAGEMENT,
DIVISION OF TRANSPORTATION AND PUBLIC WORKS
(CONTRACT AMOUNT: \$30,618.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS the Development, Stormwater, Transportation and Public Works Committees recommend County Board approval for the issuance of a contract purchase order to Accela, Inc., for the renewal of annual subscription service for Velisomo software integration between Accela on-line permitting software and Bluebeam plan review software, for the Building & Zoning, the Stormwater Management, the Division of Transportation and the Public Works Departments.

NOW, THEREFORE, BE IT RESOLVED, that County contract covering said, for the renewal of the annual subscription for the software integration, for the period December 1, 2023 through November 30, 2024, for the Building & Zoning, the Stormwater Management, the Division of Transportation and the Public Works Departments, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Department to Accela, Inc., 2633 Camino Ramon, Suite 500, San Ramon, CA 94583, for a contract total amount not to exceed \$30,618.00. (Building and Zoning \$7,654.50; Stormwater Management \$7,654.50; Division of Transportation \$7,654.50; Public Works \$7,654.50.)

Enacted and approved this 10th of October, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 23-3098	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$30,618.00
COMMITTEE: DEVELOPMENT	TARGET COMMITTEE DATE: 10/03/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$30,618.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Accela Inc	VENDOR #: 23818	DEPT: Building & Zoning	DEPT CONTACT NAME: Marla Flynn
VENDOR CONTACT: Caitlin Carter	VENDOR CONTACT PHONE: 925-350-3411	DEPT CONTACT PHONE #: X6789	DEPT CONTACT EMAIL: Marla.Flynn@dupageco.org
VENDOR CONTACT EMAIL: ccarter@accela.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). One (1) year subscription service for Velosimo software integration between Accela on-line permitting software and Bluebeam plan review software.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Use of Velosimo software will provide the necessary bridge to allow plans to be submitted, reviewed and approved by applicants and County Staff, including concurrent reviews by multiple departments.			

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. PER 55 ILCS 5/5-1022 'COMPETITIVE BIDS' (D) IT/TELECOM PURCHASES UNDER \$35,000.00
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Accela Inc	Vendor#: 23818	Dept: Building & Zoning	Division:
Attn: Caitlin Carter	Email: ccarter@accela.com	Attn: Marla Flynn	Email: Marla.Flynn@dupageco.org
Address: 2633 Camino Ramon, Suite 500	City: San Ramon	Address: 421 N County Farm Rd	City: Wheaton
State: TX	Zip: 75320-8298	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Accela Inc	Vendor#: 23818-R02	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 208298	City: Dallas	Address:	City:
State: TX	Zip: 75320-8298	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Velosimo Enterprise Adapter Software Sub Svc - B&Z	FY24	1100	2810	53806		7,654.50	7,654.50
2	1	EA		Velosimo Enterprise Adapter Software Sub Svc - SWM	FY24	1600	3000	53806		7,654.50	7,654.50
3	1	EA		Velosimo Enterprise Adapter Software Sub Svc - DOT	FY24	1500	3500	53806		7,654.50	7,654.50
4	1	EA		Velosimo Enterprise Adapter Software Sub Svc - PW	FY24	2000	2665	53806		7,654.50	7,654.50
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 30,618.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. One (1) year subscription service for software integration between Accela on-line permitting software and Bluebeam plan review software.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. SW, PW, Transportation & Dev 10/3/23
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-30786
Valid Through: 10/1/2023
Currency: USD

Renewal Order Form

Address Information

Bill To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois 60187
United States

Ship To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois 60187
United States

Billing Name: Jim Stran
Billing Phone: 6304076700
Billing Email: jim.stran@dupageco.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Velosimo Connect Enterprise for Bluebeam	Year 1	12/1/2023	11/30/2024	12	\$30,618.00	1	\$30,618.00
TOTAL:							\$30,618.00

Pricing Summary

Period	Net Total
Year 1	\$ 30,618.00
Total	\$ 30,618.00

Renewal Terms/Information:

General Information	
Governing Agreement(s)	<p>1) Use of Velosimo products is subject to the applicable terms and conditions provided at https://velosimo.com/msa-1.</p> <p>2) The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access to the subscription service.</p>

Order Terms	
Order Start Date	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Software Licenses & Subscriptions start on the date of delivery by Accela; • Hosting and Support start on Accela's delivery of the software hosted and/or supported;
Order Duration	<p>Unless otherwise specified in the Special Order Terms:</p> <ul style="list-style-type: none"> • Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase. • Any Software Licenses or Hardware are one-time, non-refundable purchases. • Hosting and Support continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). • Professional Services continue for the duration as outlined in the applicable Statement of Work, Exhibit or the Governing Agreement, as applicable.
Special Order Terms	<p>This Order Form replaces all previous order forms for the terms listed above and will govern the Software, Maintenance, and/or Services items listed on this Order Form.</p> <ul style="list-style-type: none"> • In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. • For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.

Payment Terms	
Currency	USD
Invoice Date	Unless otherwise stated in the Special Payment Terms, Invoice for the Grand Total above will be issued on the Order Start Date.
Payment Due Date	Unless otherwise stated in the Special Payment Terms or the Governing Agreement(s), all payments are due on the Invoice Date and payable net 30 days .
Service Charge	Pricing is based upon payment by ACH or check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

Special Payment Terms	None unless otherwise specified in this location.
Purchase Order	If Customer requires PO number on invoices, it must be provided below and Customer must provide a copy of the PO prior to invoice issuance. If no PO number provided prior to invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.
	PO#

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

An updated Vendor Ethics Disclosure form has been requested.



Meeting Handout

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

File #: 23-3231

Agenda Date: 10/3/2023

Agenda #:



DUPAGE COUNTY TRAILS PLAN

TRANSPORTATION COMMITTEE UPDATE
2023 DRAFT PLAN OVERVIEW

October 3, 2023

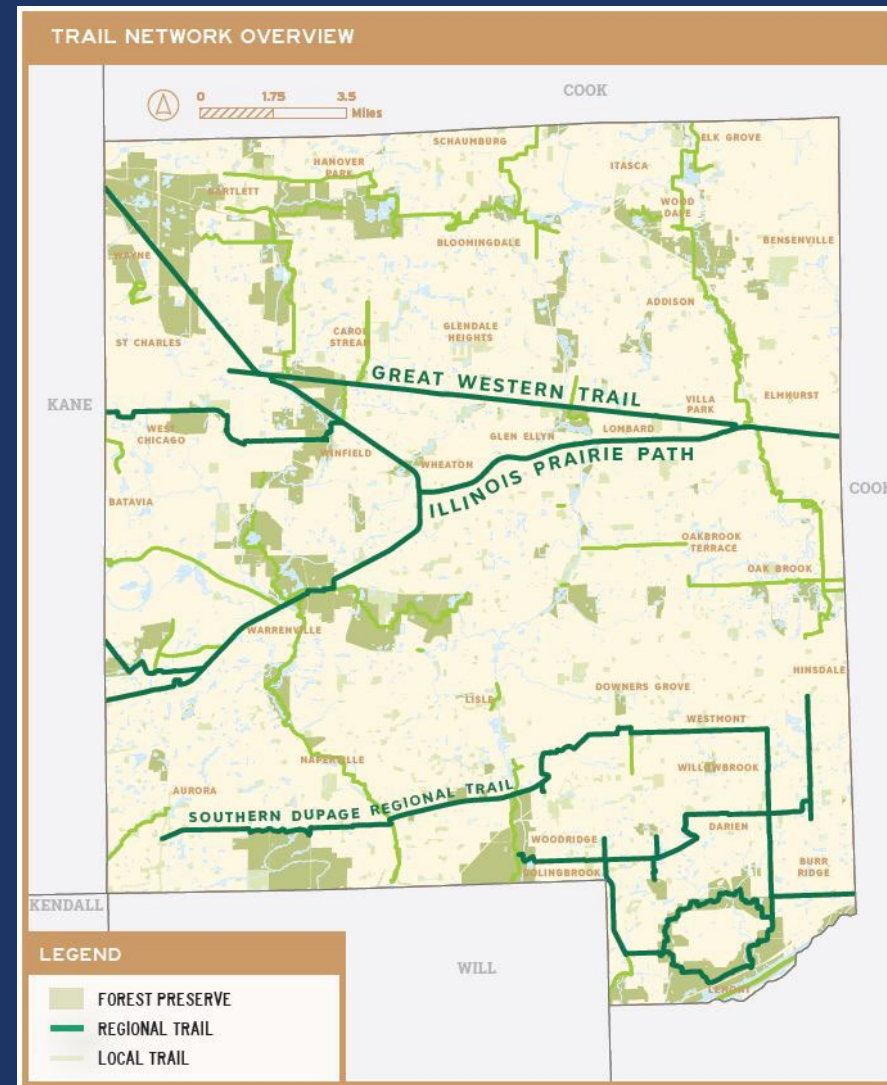
Project Timeline



Background

DuPage Trails Plan

- » What is the Trails Plan?
 - » *A plan for maintenance and operations of the existing trail network under DuPage County's responsibility.*
 - » *Establishes a framework for both current and future work.*
- » Which trails?
 - » *Illinois Prairie Path, Great Western Trail, and the Southern DuPage Regional Trail*
- » Prior Work
 - » *2003 Trails Maintenance Policy*
 - » *2008 DuPage County Bike Plan*
 - » *Work in partnership with municipalities*
- » **Today:** Discuss Draft Recommendations
 - » *Seeking Transportation Committee input*



Draft Plan

Chapters

1. Introduction
2. Characteristics of Trails
3. Trail Crossings
4. Signage & Wayfinding
5. Partnerships
6. Healthy Trails
7. Trail User Experience
8. Trail Maintenance

Healthy Trails

Planting Guidelines

- » Ordinance ODT-036C-87: Guidelines for Plantings on County Highways & Prairie Neighbor Program
- » *Establishes recommended and prohibited plantings on the County Highway network. Prohibitions also apply to trail network.*
- » *Establishes Prairie Neighbors Program, which enables adjacent property owners to plant and manage landscaping under DOT permit.*

- » Staff Recommendation: Update Ordinance
- » *Some prohibited plantings are suitable for trail environment.*
- » *Prairie Neighbors' goal is not oriented toward fighting invasive species.*

- » Committee Action: Discussion



Healthy Trails

Adaptive Management

» Invasive Plant Species

- » *Species such as buckthorn, honeysuckle, and garlic mustard have taken over the trail environment.*
- » *Invasives threaten the establishment of healthy trees, tree canopy, and a thriving ecosystem.*
- » *Constituents have expressed significant interest in fighting the spread of invasive species.*

» Staff Recommendation: Establish Adaptive Management Plan

- » *County would apply emerging strategies to fight invasive species, and learn from the results of those efforts.*
- » *Goal: over time, eradicate invasive plant species and replace them with native plantings.*

» Committee Action: Discussion



Healthy Trails

Tree Replacement

- » Tree Removals
 - » *Emerging diseases and pests such as Dutch Elm and Emerald Ash Borer have killed many trees. Their removals have thinned the tree canopy.*
 - » *Survey respondents indicated they prefer shade and native plantings.*
- » Staff Recommendation: Establish process for replacing removed trees
 - » *Work with qualified professionals to locate, plant, and manage tree replacements on an annual basis.*
 - » *Coordinate with adaptive management plan to ensure new plantings thrive and reach maturity.*
- » Committee Action: Discussion



Trail User Experience

Mode Restrictions

- » Ordinance ODT-13-93: Prohibition of Motorized Vehicles on the DuPage County Trail System
 - » *Prohibits the use of unauthorized motor vehicles on the trail network.*
 - » *Amendments make exceptions for people with disabilities who use personal mobility devices.*
- » Staff Recommendation: Update Ordinance
 - » *Update language to reflect evolving state laws governing the use of e-bikes and micromobility devices.*
 - » *Restrict the use of e-bikes and micromobility devices that could be a safety concern.*
- » Committee Action: Discussion



Maintenance

Municipal Agreements

- » Snow removal damages the limestone trail surfaces
- » *Snow plowing scrapes away the trail surface. This impacts the trail user experience and becomes a maintenance issue.*
- » *Repair of trails under agreement with municipalities is a cost to the County.*

- » Staff Recommendation: Snow removal not recommended
- » *Prevent trail surface degradation due to snow removal.*

- » Staff Recommendation: Streamline trail maintenance IGA's with municipalities
- » *Establish a set of typical conditions for new trail maintenance agreements.*
- » *Examine existing IGA's to identify gaps in maintenance responsibility.*

- » Committee Action: Discussion



Signage and Wayfinding

Branding



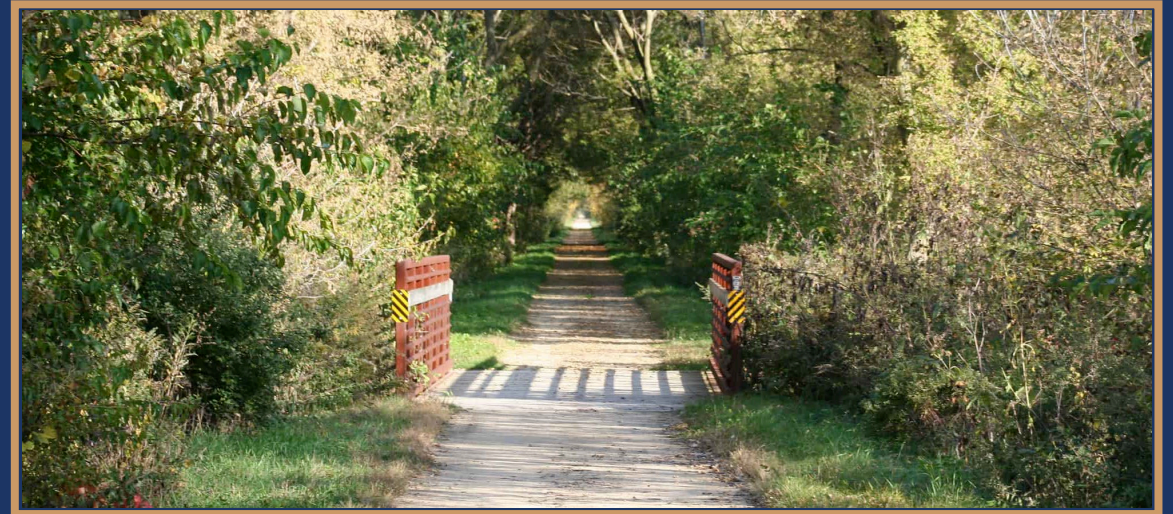
- » Trail Branding
 - » *Seeking to reflect County ownership of the trail system while respecting established symbolism tied to each regional trail.*
 - » Staff Recommendation: Streamline branding on County-owned signage
 - » *Make logos consistent shapes while reinforcing existing color schemes.*
 - » *Make Southern DuPage Regional Trail legible from the road.*
 - » Staff Recommendation: Signage and Wayfinding Plan
 - » *Determine size, type, and typical location of new signage.*
 - » *Establish standard for new trail signs.*
 - » *Determine scope of capital investment required to implement Plan.*
 - » Committee Action: Discussion



Partnerships

Encroachments

- » What is an Encroachment?
 - » *An unauthorized use or occupation of County Highway (trail) property by an adjacent land owner.*
 - » *Typical encroachments include unauthorized permanent structures, unauthorized landscaping or clearing, vehicle storage, and materials storage.*
- » Staff Recommendation: Inventory, Categorize, and Address Encroachments
 - » *Build upon previous attempts to inventory encroachments.*
 - » *Establish a process for removal, replacement, or bringing up to acceptable standard.*
- » Committee Action: Discussion



Next Steps

- » **October/November: Public Comment Period (October 17 – November 17, 2023)**
 - » *Contingent on Transportation Committee Approval*
- » **October: Re-engage Trails Plan stakeholder groups**
 - » *Concurrent with Public Comment Period*
- » **Winter 2023-2024: Final staff review and County Board approval**
 - » *Re-engage Transportation Committee and County Board*