



DU PAGE COUNTY

Transportation Committee

Final Meeting Minutes 2

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

Tuesday, September 19, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

MOTION TO ALLOW REMOTE PARTICIPATION

2. ROLL CALL

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

3. CHAIR'S REMARKS - VICE CHAIR TORNATORE

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-2983](#)

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

Attachments: [Draft Summary of Transportation Committee Minutes of 9.5.23](#)

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

5.B. [23-2975](#)

DuPage County Transportation Committee Semi-Annual Review Minutes from Tuesday, September 5, 2023, where all prior executive session minutes were released.

Attachments: [Executive Session Minutes Sept. 5. 2023](#)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Liz Chaplin

6. BUDGET TRANSFERS

6.A. [23-3022](#)

Budget Transfer of \$183,325 from Land/Right-of-Way 1500-3644-54000 to Refunds and Forfeitures 1500-3644-53818, funds needed for Impact Fee refund based on an individual assessment agreement in FY2023.

Attachments: [Budget Transfer 01](#)

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Liz Chaplin

6.B. [23-3023](#)

Budget Transfer of \$3,700,000 from Transportation Infrastructure 1500-3550-54050 to Building Construction 1500-3550-54020, additional funds are needed in FY2023 to cover the majority of the FY2022 carry-over work, which was delayed due to start-up and permitting delays.

Attachments: [Budget Transfer 02](#)

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Sadia Covert

7. PROCUREMENT REQUISITIONS

7.A. [DT-P-0097-23](#)

Recommendation for the approval of a contract to HBK Engineering, LLC, to provide Professional Surveying, Underground Locating and Marking Services and Subsurface Utility Engineering Services, Section 23-PULMS-04-MS, for a contract total not to exceed \$500,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

Attachments: [HBK Checklist](#)
 [HBK Agreement](#)
 [HBK Vendor Ethics](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Sadia Covert

8. CHANGE ORDERS**8.A. [23-2903](#)**

Verizon Connect NWF P.O. #4311-SERV-for Fleet GPS-Decrease remaining encumbrance in the amount of \$74,278.50. Contract expired on 5/31/2023.

Attachments: [Change Order](#)

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Sadia Covert

8.B. [23-3007](#)

DT-P-0001B-21 - Amendment to Resolution DT-P-0001A-21, issued to Lakeside International, LLC, to increase the funding in the amount of \$30,000, resulting in an amended contract total amount of \$210,000, an increase of 16.67%.

Attachments: [Lakeside Change Order](#)
 [Lakeside Decision Memo](#)
 [Lakeside Vendor Ethics](#)

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

8.C. [DT-CO-0045-23](#)

Amendment to Purchase Order # 6279-SERV, issued to Peterbilt Illinois -Joliet Inc. dba JX Truck Center, to furnish and deliver Cummins engine repair and parts, as needed for the Division of Transportation, to increase the encumbrance in the amount of \$30,000.00, resulting in an amended contract total amount of \$59,900.00, an increase of 100.33%.

Attachments: [Peterbilt Change Order](#)
 [Peterbilt Decision Memo](#)
 [Peterbilt Vendor Ethics](#)

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

9. AWARDING RESOLUTIONS**9.A. [DT-R-0081-23](#)**

Awarding Resolution to Meade, Inc., for the 2024-2025 Traffic Signal and Street Light Maintenance at various locations within DuPage County, Section 24-TSMTTC-04-GM, for an estimated County cost of \$4,985,225.41; Per lowest responsible bid.

Attachments: [Meade Requisition](#)
 [Meade Vendor Ethics](#)

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

10. INTERGOVERNMENTAL AGREEMENTS

10.A. [DT-R-0082-23](#)

Intergovernmental Agreement between the County of DuPage and the City of Darien, to replace the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road, from Cass Avenue to Linden Avenue; (Estimated County cost \$187,500).

Attachments: [Darien Agreement](#)
 [Darien Requisition](#)
 [Exhibit A](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Sadia Covert

10.B. [DT-R-0083-23](#)

Intergovernmental Agreement between the County of DuPage and the Illinois Department of Transportation, for improvements along Illinois 56/ 22nd Street, from Illinois 59 to York Road; with a total estimated cost of engineering and construction of \$16,044,966, and an estimated County cost of \$187,402.

Attachments: [IDOT Agreement](#)
 [IDOT Requisition](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Sadia Covert

11. INFORMATIONAL

11.A. [FM-P-0081-23](#)

Recommendation for the approval of a contract to United Door & Dock LLC, to provide preventative maintenance, service, and repairs for overhead doors, roll-up shutters, gate operators, dock levelers, and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period of November 1, 2023 through October 31, 2025, for a total contract amount not to exceed \$209,000, per lowest responsible bid #23-091-FM. (\$140,000 for Facilities Management, \$30,000 for the Division of Transportation and \$39,000 for Public Works)

Attachments: [United Door & Dock LLC - Comprehensive Checklist.pdf](#)
[#23-091-FM BID TAB](#)
[United Door and Dock LLC - Pricing Pages_Redacted](#)
[United Door and Dock LLC - VE_Redacted](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Liz Chaplin
SECONDER:	Sadia Covert

- 12. **DISCUSSION**
- 13. **OLD BUSINESS**
- 14. **NEW BUSINESS**
- 15. **ADJOURNMENT**

RESULT:	ADJOURNED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans



Minutes

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

File #: 23-2983

Agenda Date: 9/19/2023

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, September 5, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT	Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
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3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog advised the Committee that we would have Executive Session for the Semi-annual review of Executive Session Minutes.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-2826](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday August 15th, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. BUDGET TRANSFERS

6.A. [23-2877](#)

Budget Transfer of \$60,000 from Automotive Equipment 1500-3510-54120 to Construction and Other Motor Equipment 1500-3510-54130, funds needed due to Atlas Bobcat being delivered in FY2022 but invoice payment was made in FY 2023, after FY 2022 cut off.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [23-2915](#)

Budget Transfer of \$30,000 from Contingencies 1500-3500-53828 to Overtime 1500-3510-50010, funds needed for the employees that traveled to Macomb, IL by request from the Illinois Public Works Mutual Aid Network to assist with weather-related events. (To be 100% reimbursed.)

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Liz Chaplin

7. PROCUREMENT REQUISITIONS**MOTION TO COMBINE ITEMS 7.A. THROUGH 7.B. AND 7.D. THROUGH 7.G.**

A motion was made by Chair Ozog and seconded by Member Chaplin to Combine items 7.A., 7.B. and 7.D. through 7. G. The motion carried on a roll call vote, all "Ayes".

7.A. [23-2862](#)

Recommendation for approval of a contract purchase order to Logicalis, Inc., to furnish and deliver computers, for the Division of Transportation, for a contract total amount not to exceed \$17,739.29; per low quote #21-039-DOT. (Re-issue contract to pay first and final invoice.)

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Liz Chaplin

7.B. [23-2760](#)

Recommendation for the approval of a contract to Al Warren Oil Company Inc., to furnish and deliver automotive lubricants, as needed for the Division of Transportation, for the period October 12, 2023 through April 11, 2024, for a contract total not to exceed \$29,900; per lowest responsible bid 23-040-DOT.

RESULT: APPROVED

MOVER: Mary Ozog

SECONDER: Liz Chaplin

7.C. [DT-P-0092-23](#)

Recommendation for the approval of a contract to ML Utilities, to furnish and deliver one (1) 2022 Ford F-550 4x4 Super Cab for the Division of Transportation, for a contract total not to exceed \$236,426.

MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

MOTION TO AMEND ITEM 7.C.

Chair Ozog made a motion to amend item 7.C.'s resolution, which adds more detail and adds the words "Mechanic Service Truck" to the description of what is being purchased, in the title and the final paragraph of the resolution. Member Chaplin seconded. Amendment voted on and approved.

MOTION TO APPROVE ITEM 7.C. AS AMENDED

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

7.D. [DT-P-0093-23](#)

Recommendation for the approval of a contract to Mackie Consultants, LLC, for Professional Surveying Services upon request of the Division of Transportation, Section 23-RSUV-09-EG, for a contract total not to exceed \$100,000.00 (\$87,500-Division of Transportation, \$12,500-Public Works); Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et. seq.

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

7.E. [DT-P-0094-23](#)

Recommendation for the approval of a contract to Thomas Engineering Group, LLC, for Professional Surveying Services upon request of the Division of Transportation, Section 23-RSURV-10-EG, for a contract total not to exceed \$100,000; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog

SECONDER: Liz Chaplin

7.F. [DT-P-0095-23](#)

Recommendation for the approval of a contract to GSG Consultants, Inc., for Professional Geotechnical and Materials Engineering Services, upon request of the Division of Transportation, Section 23-GEOTEK-08-EG, for a contract total not to exceed \$200,000; Professional Services (Architects, Engineers & Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

7.G. [DT-P-0096-23](#)

Recommendation for the approval of a contract to Sutton Ford, Inc., to furnish and deliver two (2) Ford F-550 4x4 Crew Cab Chassis, for the Division of Transportation, for a contract total not to exceed \$139,342. Contract pursuant to 30 ILCS 525/2 "Governmental Joint Purchasing Act" (Suburban Purchasing Cooperative Contract #227).

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

8. CHANGE ORDERS

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

A motion was made by Chair Ozog and seconded by Member Chaplin to Combine items 8.A. through 8. L. The motion carried on a roll call vote, all "Ayes".

8.A. [23-2784](#)

Vulcan Inc. P.O. # 5849-SERV-for sign faces-Decrease remaining encumbrance in the amount of \$10,766.00. Contract expired on 5/31/2023.

RESULT: APPROVED
MOVER: Mary Ozog
SECONDER: Liz Chaplin

8.B. [23-2819](#)

Interra, Inc. P. O. # 5095-SERV-for geotechnical services-Decrease remaining encumbrance in the amount of \$11,235.51. Contract expired on 11/30/2022.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.C. [23-2789](#)

MD Solutions Inc. P.O. # 5945-SERV-for rolled goods for signs-Decrease remaining encumbrance in the amount of \$12,301.50. Contract expired on 5/31/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.D. [23-2820](#)

Interstate Power Systems P.O.# 5804-SERV-for transmission lubricants, parts and repairs-Decrease remaining encumbrance in the amount of \$13,339.82. Contract expired on 5/31/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.E. [23-2824](#)

LRS Holdings P.O. # 5969-SERV-for solid waste disposal of street sweepings-Decrease remaining encumbrance in the amount of \$17,925.60. Contract expired on 3/31/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.F. [23-2821](#)

West Side Tractor Sales P.O. # 5851-SERV-for John Deere replacement parts-Decrease remaining encumbrance in the amount of \$22,024.11. Contract expired on 5/31/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.G. [23-2822](#)

Lightle Enterprises of Ohio P.O.# 5857-SERV-for roll-up signs-Decrease remaining encumbrance in the amount of \$25,065.00. Contract expired on 5/31/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.H. [23-2787](#)

Superior Asphalt Materials, LLC. P.O. # 5878-SERV-for asphalt patching-Decrease remaining encumbrance in the amount of \$41,512.80. Contract expired on 7/13/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.I. [23-2823](#)

Mac's Body Shop P.O. # 5863-SERV-for automotive body repair services-Decrease remaining encumbrance in the amount of \$58,642.37. Contract expired on 5/31/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.J. [23-2785](#)

MD Solutions P.O. # 5856-SERV-for sign posts-Decrease remaining encumbrance in the amount of \$77,655.00. Contract expired on 5/31/2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.K. [23-2783](#)

DT-P-0085A-21 – Amendment to Resolution DT-P-0085-21 issued to ESI Consultants, Ltd., for professional engineering services for the 2021 Pavement Maintenance (South) Program, Section 21-PVMTC-16-GM, to decrease the funding in the amount of \$9,766.19 and close, resulting in a final County cost of \$426,429.05, a decrease of 2.24%.

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

8.L. [23-2863](#)

DT-P-0136B-22 - Amendment to resolution DT-P-0136A-22 issued to Pacific Construction Services, LLC, for the removal and replacement of the Division of Transportation's offsite maintenance facility, Section 19-0179-32-GM (an accounting adjustment).

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

9. AMENDING RESOLUTIONS

9.A. [23-2842](#)

DT-R-0173A-18 – Amendment to Resolution DT-R-0173-18, issued to the Illinois State Toll Highway Authority, for Roadway and Bridge Rehabilitation along the Veterans Memorial Tollway (I-355), from Butterfield Road to Army Trail Road (County Bridges: Great Western Trail Bridge over I-355, St. Charles Road Bridge over I-355 and Illinois Prairie Path Bridge over I-355), Section 18-00170-03-BR, to increase the funding in the amount of \$80,826.88, resulting in a final County cost of \$329,388.36, an increase of 32.52%.

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

10. INTERGOVERNMENTAL AGREEMENTS

10.A. [DT-R-0080-23](#)

Resolution authorizing the execution of an Intergovernmental Agreement between the County of DuPage and the City of Wheaton for land transfers and future maintenance of the Illinois Prairie Path.

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

11. GRANT PROPOSAL NOTIFICATIONS**11.A. [23-2880](#)**

GPN 051-23: Oak Ecosystem Conservation program-Morton Arboretum/Nicor Gas - \$10,000. (Division of Transportation). Funding will be used toward eradication of invasive species and planting of native oak trees along the Illinois Prairie Path.

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

12. TRAVEL REQUESTS**12.A. [23-2790](#)**

Director of Transportation/County Engineer to travel to Moline, Illinois to attend the 2023 Fall Meeting of the Illinois Association of County Engineers from October 4, 2023 to October 6, 2023. Expenses to include registration, lodging, transportation and meals, for an estimated County cost of \$802.50

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

12.B. [23-2881](#)

Assistant County Engineer to travel to Champaign-Urbana, IL to attend the 2023 Illinois Traffic Engineering and Safety Conference from October 17, 2023 through October 20, 2023. Expenses to include registration, lodging, transportation and meals for an estimated County cost of \$662.97.

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

13. OLD BUSINESS

No old business was discussed.

14. NEW BUSINESS

Director Snyder advised the Committee that the Division of Transportation was awarded a \$72,000 planning grant, from the Illinois Department of Transportation to do a comprehensive trail count. He thanked John Loper, Chief Transportation Planner, and Sidney Kenyon, Senior Transportation Planner for all their work on this grant application.

15. EXECUTIVE SESSION

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

RESULT:	ENTER INTO EXECUTIVE SESSION
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

16. MATTERS REFERRED FROM EXECUTIVE SESSION

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

Member Chaplin-Present

Member Covert-Present

Member Evans-Present

Chair Ozog-Present

Vice Chair Tornatore-Present

Member Zay-Present

A motion was made by Chair Ozog and seconded by Member Chaplin to release the Executive Session Minutes of March 21, 2023, July 21, 2022 and October 4, 2022, as the need for confidentiality no longer exists. The motion carried on a roll call vote, all "ayes".

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

17. ADJOURNMENT

With no further business, the meeting was adjourned at 10:17 AM.

RESULT:	ADJOURNED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin



Minutes

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

File #: 23-2975

Agenda Date: 9/19/2023

Agenda #: 5.B.

EXECUTIVE SESSION

Minutes

**DuPage County Division of Transportation
Tuesday, September 5th, 2023, Room 3500-B
10:15 a.m.**

ROLL CALL:

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

ABSENT:

Staff present: Chris Snyder, Director/County Engineer, William Eidson, Assistant County Engineer and Yifang Lu, Chief Highway Engineer.

Assistant State's Attorney Barbara Reynolds advised the Committee that she had reviewed the Executive Session minutes of March 21, 2023, July 21, 2022, and October 4, 2022, which have not yet been publicly released.

ASA Reynolds stated the minutes of the July 21, 2022, and the October 4, 2022, were related to the sale of property which has now been completed; therefore, the need for confidentiality no longer exists. The March 21, 2023, minutes relate to the semi-annual review of closed session minutes and the need for confidentiality does not exist. Based on this review, Ms. Reynolds recommended the full release of the minutes dated July 21, 2022, October 4, 2022, and March 21, 2023, as the need for confidentiality no longer exists; the Committee concurred and had no questions.

Motion by Chair Ozog, Seconded by Member Chaplin to return to open session at 10:16 a.m. *Upon roll call vote, Chaplin, Covert, Evans, Ozog, Tornatore, and Zay motion carried.*



Budget Transfer

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

File #: 23-3022

Agenda Date: 9/19/2023

Agenda #: 6.A.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022**

From: 1500
Company #

Impact Fee Service Area 4
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3644	54000		LAND/RIGHT OF WAY	\$ 183,325.00	1,009,000.00	816,675.00	9/8/23
Total				\$ 183,325.00			

To: 1500
Company #

Impact Fee Service Area 4
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3644	53818		REFUNDS & FORFEITURES	\$ 183,325.00	5,000.00	188,325.00	9/8/23
Total				\$ 183,325.00			

Reason for Request:

Funds needed for impact fee refund based on an individual assessment agreement in FY2023.

Signature on File

Department Head _____
Signature on File _____

9/17/23
Date
9/16/23
Date

Activity _____
(optional)

Chief Financial Officer _____

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

DOT - 9/19/23
FIN/CB - 9/26/23



Budget Transfer

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

File #: 23-3023

Agenda Date: 9/19/2023

Agenda #: 6.B.

Parent/Board

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1500
Company #

MOTOR FUEL TAX
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3550	54050		TRANSPORTATION INFRASTRUCTURE	\$ 3,700,000.00	13,752,761.89	10,052,761.89	9/1/23
Total				\$ 3,700,000.00			

To: 1500
Company #

MOTOR FUEL TAX
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3550	54020		BUILDING CONSTRUCTION	\$ 3,700,000.00	94,821.94	3,794,821.94	9/1/23
Total				\$ 3,700,000.00			

Reason for Request:

This project was awarded for construction by the County Board in April of 2022. At the time, a 2-year construction schedule was anticipated with half being built in FY2022 and the remainder in FY2023. Due to start-up and permitting delays, very little work was done in FY2022. Additional funds are needed in FY2023 to cover the majority of FY2022 carryover work.

Signature on File

Signature on File

9/31/23

9/6/23

Activity

(optional)

Chief Financial Officer

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

Finance Department Use Only		
Fiscal Year 23	Budget Journal #	Acctg Period
Entered By/Date	Released & Posted By/Date	

DOT- 9/19/23

FIN/CP - 9/26/23



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0097-23

Agenda Date: 9/19/2023

Agenda #: 20.E.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND HBK ENGINEERING, LLC
PROFESSIONAL SURVEYING, UNDERGROUND LOCATING AND MARKING SERVICES, AND
SUBSURFACE UTILITY ENGINEERING SERVICES
SECTION 23-PULMS-04-MS
(CONTRACT TOTAL NOT TO EXCEED \$500,000.00)

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

WHEREAS, the COUNTY requires Professional Surveying, Underground Locating and Marking Services and Subsurface Utility Engineering Services, Section 23-PULMS-04-MS; and

WHEREAS, HBK Engineering, LLC (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Surveying, Underground Locating and Marking Services and Subsurface Utility Engineering Services, and is willing to perform the required services for an amount not to exceed \$500,000.00 (FIVE HUNDRED THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in 2-353(1)(a) of the DuPage County Procurement Ordinance and in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.*; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and HBK Engineering, LLC be hereby accepted and approved for a contract total not to exceed \$500,000.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to HBK Engineering, LLC, 921 West Van Buren Street, Chicago, Illinois 60607, by and through the Division of Transportation.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$500,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 09/19/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,000,000.00
	CURRENT TERM TOTAL COST: \$500,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: HBK Engineering, LLC	VENDOR #: 26102	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Eric Bergstrom	VENDOR CONTACT PHONE: 312-432-0076	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: Ebergstrom@hbkengineering.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Surveying, Underground Locating and Marking Services, and Subsurface Utility Engineering Services, for various locations throughout the County, upon request of the Division of Transportation. Section 23-PULMS-04-MS, for the period December 1, 2023 through November 30, 2025. Total contract not to exceed \$500,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Division of Transportation is in need of Professional Underground Locating and Marking and Subsurface Utility Engineering (SUE) Services. The locating and marking tasks include processing and distributing tickets received from the Illinois One Call (JULIE) system and field locating county-owned facilities. The SUE services will be performed upon request and may include any quality level depending on the needs of the county. It is anticipated that there could be 12,000-15,000 locate tickets received in an annual period covering both storm sewers and traffic facilities (electrical and fiber optic).			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were solicited from qualified firms. Statements of Interest were received from 3 firms. The DOT reviewed each submittal taking into consideration the firm's GIS mapping and management experience, strategies to manage multiple simultaneous assignments, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HBK Engineering, LLC is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Award a contract to HBK Engineering, LLC. This is the recommended option. 2) Contract with another firm. Not recommended due to staff's determination that HBK Engineering, LLC is the most qualified. 3) Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: HBK Engineering, LLC	Vendor#:	Dept:	Division:
Attn: Set up for ACH	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	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		23-PULMS-04-MS FY2024	FY24	1500	3500	54040	VV23UGUT IL	250,000.00	250,000.00
2	1	EA		23-PULMS-04-MS FY2025	FY25	1500	3500	54040	VV23UGUT IL	250,000.00	250,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 500,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Surveying, Underground Locating and Marking Services, and Subsurface Utility Engineering Services, for various locations throughout the County, upon request of the Division of Transportation. Section 23-PULMS-04-MS
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. Copy of PO sent to DOTFinance@dupageco.org, Joan.McAvoy2@dupageco.org
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

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HBK ENGINEERING, LLC
FOR PROFESSIONAL SURVEYING, UNDERGROUND LOCATING AND MARKING SERVICES,
AND SUBSURFACE UTILITY ENGINEERING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 23-PULMS-04-MS**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2023, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and HBK Engineering, LLC, licensed to do business in the State of Illinois, with offices at 921 W. Van Buren Street, Chicago, Illinois 60607; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional surveying, underground locating and marking services, and subsurface utility engineering services for various locations, Section Number 23-PULMS-04-MS (hereinafter referred to as "WORK ORDER"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering and engineering related services and is willing to perform the required services for an amount not to exceed \$500,000.00; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event WORK ORDER(s) necessitate this scope of work.

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto upon request by the COUNTY as approved WORK ORDER(s) with a not to exceed amount for each WORK ORDER. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the WORK ORDER(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved WORK ORDER(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to the originally approved WORK ORDER, or by issuance of a new WORK ORDER to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits.

The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair. Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits B and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the WORK ORDER(s).

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the WORK ORDER(s) after the COUNTY issues its written Notice to Proceed for this AGREEMENT and/or any approved WORK ORDER(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A, the CONSULTANT shall submit a schedule for completion of each WORK ORDER within ten (10) days of the written approval of said WORK ORDER(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2025 unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the approved WORK ORDER(s) by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A and/or approved WORK ORDER(s) or as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$500,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein. The multiplier shall include the cost of overhead, profit and incidental costs. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein and subject to the terms in 7.3(b) below. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the WORK ORDER(s).
- 7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week Sunday-Saturday) on the WORK ORDER(s).
- 7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or

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

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved WORK ORDER(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.
- 7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved WORK ORDER and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether

the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

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

8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount of one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee / disease.

8.1.c **Commercial(Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of three million dollars (\$3,000,000.00) aggregate; including limits of two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL, 60187, as additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

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

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

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

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

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include the specific coverage and be written for the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.
- 8.5 Notwithstanding any other provisions of this AGREEMENT to the contrary, (a) neither CONSULTANT nor COUNTY shall be liable to the other under this AGREEMENT or any cause of action related to the subject matter of this AGREEMENT, for special, indirect, incidental, or consequential damages, including commercial

loss, loss of use, or lost profits of the other; and (b) CONSULTANT'S maximum aggregate liability with respect to this AGREEMENT, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third party claims indemnified by CONSULTANT hereunder, shall not exceed a total amount equal two million dollars (\$2,000,000.00); provided, however, with respect to losses covered by policies of insurance CONSULTANT is required to obtain and maintain hereunder, the limitation of liability shall be the actual proceeds from the coverage amounts required under this AGREEMENT for the policy covering such loss.

9.0 INDEMNIFICATION

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY.
- In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may, at the COUNTY'S option, have the responsibility to cure same under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

- 11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the

above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.
- 12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**
- 13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) The expiration of this AGREEMENT on November 30, 2025, or to a new date agreed upon by the parties, or
 - (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2025.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

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

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

20.0 GOVERNING LAW

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

21.0 NOTICES

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

HBK Engineering, LLC
921 W. Van Buren Street
Chicago, IL 60607
ATTN: Eric R. Bergstrom
President
Phone: 312.432.0076 X2440
Email: ebergstrom@hbkengineering.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

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

26.2 Failure by the CONSULTANT to properly staff the WORK ORDER(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.3 The CONSULTANT shall require any sub-consultant(s) utilized for the WORK ORDER(s) to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the WORK ORDER(s).

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

COUNTY OF DUPAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek, County Clerk

HBK ENGINEERING, LLC

Signature on File

Eric Bergstrom, President

ATTEST BY:

Signature on File

Signature

JACLYN S. HANSON

Print Name

CONTROLLER

Title

DuPage County Division of Transportation
Professional Underground Locating and Marking Services
Section 23-PULMS-04-MS

At the request of **DuPage DOT (DuDOT / Client)**, **HBK Engineering, LLC (HBK / Consultant)** has prepared a scope of services for the professional underground locating and marking services contract. These items are potentials tasks to be completed on a task order basis by HBK and/or any approved subcontractors. A separate document will detail project specifics and cost.

Scope of Services

- Ticket Processing and locating - responsible for the management of all locate tickets, field locating storm sewers, assigning locate requests to the appropriate electrical contractor for traffic signal and fiber optic conduits, as well as maintaining and updating the county facility database and location maps.
- Receive, process and track all locate tickets utilizing a computer-based system.
- Coordinate the location of electrical and fiber optic cables through electrical maintenance contractors.
- Provide all labor and equipment to perform Normal and Emergency locates of Storm Sewer in the field.
- Attend Joint Meet Locates Requests
- Provide reports and updates to the database and maps of county owned facilities using GPS data and GIS mapping capabilities; send and receive updates in standard GIS format.
- Coordinate with JULIE and DIGGER staff on specific project needs and requests from the Count.
- Provide and maintain a mapping system that is accessible remotely by county personnel for reviewing utility information and responding to design requests.
- Provide sufficient staffing capabilities to account for seasonal fluctuations.
- Provide damage investigation services.
- Collect field survey data and incorporate it into GIS mapping system.
- Subsurface Utility Engineering: will provide SUE services upon request to support the county's design projects or to support the county's efforts in utility coordination with other entities and other agencies' projects. Work will be assigned based on the FHWA SUE quality levels.
- Construction management services
- Survey services
- Engineering design services

Subcontractor Scope of Services

- Hydrovac services include minor traffic control setup, hard surface demolition (coring), and hydrovac /air excavation.
- SUE preconstruction services include permitting, traffic control plan creation, 811 bracketing and marking, GPR / line locating, and on-site planning / job walks.
- Construction activities include traffic control, demolition of pavement and sidewalk, utility excavation, backfill and compaction, temporary and permanent restoration.
- Post construction utility data reporting.
- Sewer pipe and structure cleaning and televising
- Potholing/Daylighting

Respectfully Submitted,

Dan Zeman, PE CAPM

Associate Manager

HBK Engineering, LLC

dzeman@hbkengineering.com

921 W Van Buren St | Chicago, IL 60607



PROFESSIONAL LOCATING AND MARKING SERVICES				
ATTACHMENT A				
COMPENSATION				
Description of Services	Unit	Unit Rate	Estimated Quantity	Estimated Fee
Locate Request Screening Services for Storm Sewer, Traffic Signal and Fiber Optic Conduits	Locate Request	\$7.25	32,867	\$238,285.75
Locate Request Locating Services*	Locate Request	\$33.50	3,104	\$103,984.00
Additional Task Order Based Items	Lump Sump	\$157,730.25	1	\$157,730.25
TOTAL				\$500,000.00
TOTAL: NOT TO EXCEED				\$500,000
NOTES/CONDITIONS:				
1. *NOTE: Includes DuDOT Storm Sewer Facilities ONLY.				
2. Locating Fee applies for all types of ticket requests filed activity (Normal, Emergency and Joint Field Meet).				

EXHIBIT B

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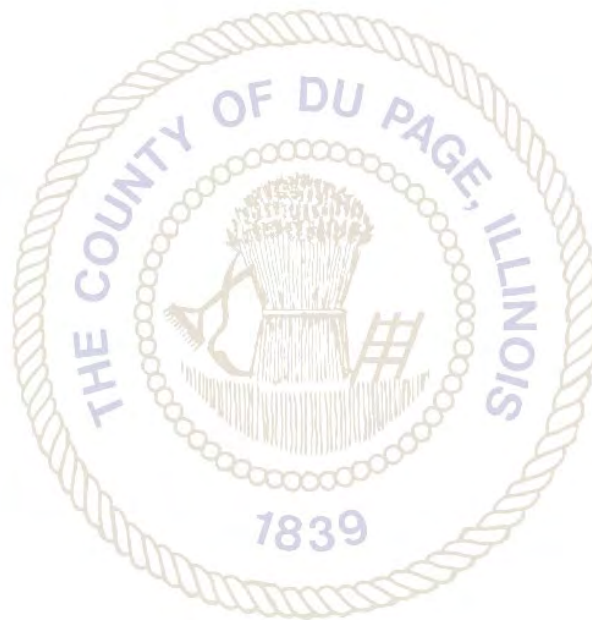


EXHIBIT C

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

CONSULTANT: HBK Engineering, LLC

PROJECT: 23-PULMS-04-MS Professional Underground Locating and Marking Services

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Administrative	\$20	\$40	
Analyst 1	\$20	\$40	
Analyst 2	\$30	\$50	
Associate 1	\$25	\$40	
Associate 2	\$30	\$50	
Associate 3	\$40	\$55	
Construction Manager	\$45	\$65	
Construction Specialist 2	\$40	\$60	
Designer 0	\$20	\$40	
Designer 1	\$25	\$45	
Designer 2	\$30	\$50	
Designer 3	\$35	\$55	
Engineer	\$30	\$55	
Field Lead	\$30	\$50	
Field Tech	\$30	\$50	
Licensed Prof Land Surveyor	\$45	\$70	
Licensed Structural Engineer	\$45	\$86	
Locator 0	\$15	\$30	
Locator 1	\$15	\$35	
Locator 2	\$20	\$40	
Locator 3	\$25	\$45	
Permit Coordinator	\$20	\$45	
Principal	\$55	\$86	
Program Manager	\$50	\$86	
Project Coordinator	\$25	\$45	
Project Manager	\$35	\$60	
Quality Manager	\$45	\$86	
Senior Engineer	\$40	\$65	
Senior Project Manager	\$50	\$86	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Date: 8/23/23

Signature

Dan Zeman, PE CAPM

Pr

Signature on File

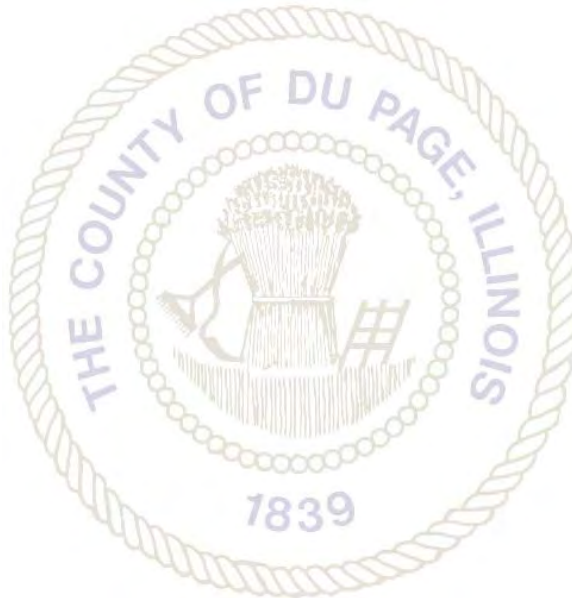
Date: 8/30/23

Approved by COUNTY:

Yifang Lu, Chief Highway Engineer

Exhibit C Notes

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





Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
HBK Engineering, LLC		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date _____		

Consultant

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>		\$65.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input checked="" type="checkbox"/>		\$500.00	\$0.00
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Marking Paint & Flags	Actual Cost (Submit Support Docs)	<input checked="" type="checkbox"/>		\$250.00	\$0.00
Irthnet System Subscription	Actual Cost Monthly	<input checked="" type="checkbox"/>		\$28.62	\$0.00
Permitting Fees	Actual Cost (Submit Support Docs)	<input checked="" type="checkbox"/>		\$1,000.00	\$0.00
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$0.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
JACK SERVICES					
Trailer Unit	Hourly	<input checked="" type="checkbox"/>		\$ 382.20	\$0.00
Hydroexcavator/Jetter	Hourly	<input checked="" type="checkbox"/>		\$ 450.00	\$0.00
TV Van	Hourly	<input checked="" type="checkbox"/>		\$ 420.00	\$0.00
Video Preparation	Hourly	<input checked="" type="checkbox"/>		\$ 90.00	\$0.00
Support Vehicle	Hourly	<input checked="" type="checkbox"/>		\$ 336.00	\$0.00
PVC Pipe	Per LF	<input checked="" type="checkbox"/>		\$ 3.00	\$0.00
PVC Coupler	Each	<input checked="" type="checkbox"/>		\$ 6.00	\$0.00
6" Hose	Per LF	<input checked="" type="checkbox"/>		\$ 4.50	\$0.00
Water	Per Load	<input checked="" type="checkbox"/>		\$ 45.00	\$0.00
Spoil Dumping	Per Ton	<input checked="" type="checkbox"/>		\$ 115.00	\$0.00
Backfill Sand	Per Ton	<input checked="" type="checkbox"/>		\$ 70.00	\$0.00
Badger Daylighting					
Hydrovac	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 264.00	\$0.00
Hydrovac	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 300.00	\$0.00
Additional Operator	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 105.00	\$0.00
Additional Operator	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 132.00	\$0.00
Combo Vac	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 264.00	\$0.00
Combo Vac	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 300.00	\$0.00
Coring Unit	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 210.00	\$0.00
Coring Unit	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 270.00	\$0.00
Disposition	Per Ton	<input checked="" type="checkbox"/>		\$ 120.00	\$0.00
Consumable Materials	Each	<input checked="" type="checkbox"/>		\$ 25.00	\$0.00
Supply Water	Each	<input checked="" type="checkbox"/>		\$ 100.00	\$0.00
6" Diameter Remote Hose	Per LF	<input checked="" type="checkbox"/>		\$ 5.00	\$0.00
Support Truck	Per Day	<input checked="" type="checkbox"/>		\$ 180.00	\$0.00
Traffic Control	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 360.00	\$0.00
Traffic Control	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 540.00	\$0.00
Additional Service - Backfilling Flowable Fill	Each	<input checked="" type="checkbox"/>		\$ 230.00	\$0.00
Additional Service - Truck Rental	Each	<input checked="" type="checkbox"/>		\$ 225.00	\$0.00
Core Epoxy	Per Hole	<input checked="" type="checkbox"/>		\$ 95.00	\$0.00
Vector Services					
1 Man Hydrovac Crew	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 260.00	\$0.00
1 Man Hydrovac Crew	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 310.00	\$0.00
Additional Operator	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 125.00	\$0.00
Additional Operator	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 155.00	\$0.00
Additional Operator	Hourly Premium Time	<input checked="" type="checkbox"/>		\$ 195.00	\$0.00
Coring Truck w/ Operator	Hourly up to 8 Hours	<input checked="" type="checkbox"/>		\$ 200.00	\$0.00
Coring Truck w/ Operator	Hourly over 8 Hours	<input checked="" type="checkbox"/>		\$ 240.00	\$0.00
Support Truck	Per Day	<input checked="" type="checkbox"/>		\$ 150.00	\$0.00
Per Diem	Per Day	<input checked="" type="checkbox"/>		\$ 150.00	\$0.00
Water Supply	Per Day	<input checked="" type="checkbox"/>		\$ 20.00	\$0.00
Air Knife Tooling	Per Day	<input checked="" type="checkbox"/>		\$ 50.00	\$0.00
Gas Monitor	Per Day	<input checked="" type="checkbox"/>		\$ 15.00	\$0.00
Remote Hose	Per Ft	<input checked="" type="checkbox"/>		\$ 2.25	\$0.00
FR/Dielectric PPE	Per Day	<input checked="" type="checkbox"/>		\$ 15.00	\$0.00
Confined Space Equip	Per Day	<input checked="" type="checkbox"/>		\$ 50.00	\$0.00
Burner	Hourly	<input checked="" type="checkbox"/>		\$ 25.00	\$0.00
Core Epoxy	Each	<input checked="" type="checkbox"/>		\$ 100.00	\$0.00
Road Plate	Per Day	<input checked="" type="checkbox"/>		\$ 25.00	\$0.00
Disposal	Each	<input checked="" type="checkbox"/>		\$ 250.00	\$0.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific

Completed 8/25/23



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: HBK Engineering, LLC	Company Contact: Dan Zeman
Contact Phone: 312-432-0076	Contact Email: dzeman@hbkengeering.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 Jackie Hanson

Title Controller

Date Aug 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 #: 23-2903

Agenda Date: 9/19/2023

Agenda #: 8.A.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Aug 18, 2023

MinuteTraq (IQM2) ID #:

Consent
DOT 9/19
CB 9/26

Purchase Order #: 4311-SERV	Original Purchase Order Date: Dec 11, 2019	Change Order #: 1	Department: Transportation
Vendor Name: Verizon Connect NWF		Vendor #: 30217	Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	Provide Network Fleet GPS Diagnostic & Hardware for DOT for period 12/11/2019- 05/31/2023. DOT has switched over to AT&T since June 2020 because DOT added tablets to current contract 5541-1-SERV. This purchase order expired on 05/31/2023; Decrease remaining encumbrance and close out contract. <i>mc</i>		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$78,750.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$78,750.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$74,278.50)
E	New contract amount (C + D)	\$4,471.50
F	Percent of current contract value this Change Order represents (D / C)	-94.32%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-94.32%
DECISION MEMO NOT REQUIRED		

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

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

yla	6911	Aug 18, 2023	<i>WWS</i>	8/28/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>HCN</i>	Procurement Officer	Date 9/7/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)		Date



Change Order

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

File #: 23-3007

Agenda Date: 9/19/2023

Agenda #: 20.F.

DT-P-0001B-21

AMENDING RESOLUTION
TO LAKESIDE INTERNATIONAL, LLC
TO FURNISH AND DELIVER
NAVISTAR/INTERNATIONAL REPAIR PARTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(INCREASE \$30,000.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0001A-22 on September 13, 2022 and DT-P-0001-22 on December 14, 2021, awarding a contract to Lakeside International for the purchase of replacement parts for the Division of Transportation snowplows; and

WHEREAS, the current contract total amount is \$180,000.00; and

WHEREAS, the Division of Transportation is requesting approval to increase the contract total by \$30,000.00 due to DOT Fleet being fully staffed and transitioning many of the plow truck repairs from outside contracts to internal repairs which should significantly decrease the amount spent in outside repairs; 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 hereby increases the funding in the amount of \$30,000.00, resulting in a final County cost of \$210,000.00, an increase of 16.67%, a cumulative increase of \$100,000.00, +90.91%.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DOT 9/19
FI+CB 9/26



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 1, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 5608-1-SERV	Original Purchase Order Date: Jan 29, 2022	Change Order #: 4	Department: Division of Transportation
Vendor Name: Lakeside International		Vendor #: 24397	Dept Contact: Kathleen (Black) Curcio
Background and/or Reason for Change Order Request:	Contract to furnish and deliver Navistar/International OEM replacement/repair parts. Increase Line 2 \$30,000.00.		
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	\$110,000.00
B	Net \$ change for previous Change Orders	\$70,000.00
C	Current contract amount (A + B)	\$180,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$30,000.00
E	New contract amount (C + D)	\$210,000.00
F	Percent of current contract value this Change Order represents (D / C)	16.67%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	90.91%

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 1500-3520-52250
- ☐ OTHER - explain below:

kbc	6892	Sep 1, 2023	<i>LLS</i>	9/8/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>LLS</i>	Procurement Officer	Date 9/8/23
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 1, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: 5608-1-SERV

Requesting Department: Division of Transportation	Department Contact: William Bell
Contact Email: william.bell@dupageco.org	Contact Phone: 630-407-6931
Vendor Name: Lakeside International	Vendor #: 24397

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 5608-1-SERV to purchase International replacement parts needed to repair the DOT Plow Trucks.

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

Division of Transportation annually contracts for international repair and replacement parts. Due to DOT Fleet being fully staffed, we have transitioned many of our plow truck repairs from outside contracts to internal repairs. During winter preparations, expensive repairs were identified in many of our plow trucks requiring DOT Fleet to increase this parts contract to ensure plow trucks will be operational for the winter season. This increase will be significantly offset by savings in our outside repair contracts.

Strategic Impact

Quality of Life

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

During the winter snow season, it is imperative that trucks are operational to plow. Acquiring these parts and performing the repairs will help ensure we have plow trucks readily available and operational to respond to winter weather events.

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

Contract was awarded to low bidder #19-168-DOT.

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

Division of Transportation staff recommends the increase as they have the replacement parts in stock and readily available for delivery. Bidding this would delay receipt of necessary replacement parts and completion of the winter get ready work prior to start of snow season.

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: Aug 31, 2023

Bid/Contract/PO #: 5608-1-SERV

Company Name: Lakeside International LLC	Company Contact: John Litsheim
Contact Phone: 414-353-4800	Contact Email: jlitsheim@lakesidetrucks.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

John Litsheim

Title

Director, Parts

Date

Aug 31, 2023

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



Transportation Change Order with Resolution

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

File #: DT-CO-0045-23

Agenda Date: 9/19/2023

Agenda #: 20.D.

AMENDMENT TO PURCHASE ORDER #6279-0001 SERV
AWARDED TO PETERBILT ILLINOIS-JOLIET INC. DBA JX TRUCK CENTER
TO FURNISH AND DELIVER CUMMINS ENGINE REPAIR AND REPLACEMENT PARTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT INCREASE \$30,000.00, + 100.33%)

WHEREAS, the DuPage County Board has heretofore awarded a purchase order on February 7th, 2023 to Peterbilt Illinois -Joliet Inc. dba JX Truck Center, to furnish and deliver Cummins repair and replacement parts, as needed for the Division of Transportation, for the period March 1, 2023 through February 29, 2024, per lowest responsible bid # 22-028-DOT; and

WHEREAS, the current purchase order total amount is for \$29,900.00; and

WHEREAS, the Division of Transportation is requesting approval to increase the contract total by \$30,000.00 due to DOT Fleet being fully staffed and transitioning many of the plow truck repairs from outside contracts to internal repairs and due to the need for an unexpected engine rebuild for one of our plow trucks to ensure its availability for the winter 2023/2024 season and to extend its useful service life; and

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

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Purchase order # 6279-0001 SERV issued to Peterbilt Illinois -Joliet Inc. dba JX Truck Center, to increase the encumbrance in the amount of \$30,000.00, resulting in an amended purchase order total amount of \$59,900.00, an increase of 100.33%.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Sep 1, 2023

MinuteTraq (IQM2) ID #:

DOT 9/19
FI+CB 9/26

Purchase Order #: 6279-1-SERV	Original Purchase Order Date: Feb 8, 2023	Change Order #: 1	Department: Transportation
Vendor Name: Peterbilt Illinois -Joliet Inc - DBA JX Truck Center		Vendor #: 24920	Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	Contract to furnish and deliver Cummins Engine repair and replacement parts for the period 03/01/23 - 02/29/24. Increase contract (FY23 LN1) by \$30,000 to repair unexpected H-84 engine failure for \$22,000.00 and other potential repairs \$8,000.00.		
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	\$29,900.00
B	Net \$ change for previous Change Orders	\$0.00
C	Current contract amount (A + B)	\$29,900.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$30,000.00
E	New contract amount (C + D)	\$59,900.00
F	Percent of current contract value this Change Order represents (D / C)	100.33%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	100.33%

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 100-1500-3520-52250
- ☐ OTHER - explain below:

yla	6911	Sep 1, 2023	CCS	9/13/2023
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	9/14/23
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 1, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: 6279-1-SERV

Requesting Department: Division of Transportation	Department Contact: William Bell
Contact Email: william.bell@dupageco.org	Contact Phone: 630-407-6931
Vendor Name: Peterbilt Illinois -Joliet Inc - DBA JX Truck Center	Vendor #: 24920

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 6279-1-SERV furnish and deliver Cumins Engine repairs and replacement parts needed to repair DOT Plow Trucks.

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

Division of Transportation annually contracts for Cumins Engine repair and replacement parts. The current contract reflects us of third party repair contracts to supplement DOT staffing. DOT staffing has increased resulting in the ability to perform more repair in-house. In addition, we have an unexpected engine rebuild. This increase will be partially offset by savings in our outside repair contracts.

Strategic Impact

Quality of Life

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

During the winter snow season, it is imperative that trucks are operational to plow. Acquiring these parts and performing the repairs will help ensure we have plow trucks readily available and operational to respond to winter weather events.

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

Contract was awarded to low bidder #22-028-DOT.

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

Division of Transportation staff recommends the increase as they have the replacement parts in stock and readily available for delivery. Bidding this would delay receipt of necessary replacement parts and completion of the winter get ready work prior to start of snow season.

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: 9/11/23

Bid/Contract/PO #:

Company Name: Peterbilt of Joliet, Inc.

Company Contact: Devin Davis

Contact Phone: 989-506-2383

Contact Email: ddavis@jxe.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:

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

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

Authorized Signature Signature on File

Printed Name Richard C. Yezzi, Jr.

Title VP of Operations

Date 9/11/23

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



Transportation Resolution

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

File #: DT-R-0081-23

Agenda Date: 9/19/2023

Agenda #: 20.A.

AWARDING RESOLUTION
TO MEADE, INC.
2024-2025 TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY
SECTION 24-TSMTC-04-GM
(COUNTY COST: \$4,985,225.41)

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

WHEREAS, the County of DuPage has published a contract proposal for 2024-2025 Traffic Signal and Street Light Maintenance at various intersections within DuPage County, Section 24-TSMTC-04-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2024-2025 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

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

<u>NAME</u>	<u>AMOUNT</u>
Meade, Inc.	\$4,985,225.41

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Meade, Inc. for their submission of the lowest, most responsible bid in the amount of \$4,985,225.41.

NOW, THEREFORE, BE IT RESOLVED that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Meade, Inc., 625 Willowbrook Center Parkway, Willowbrook, Illinois 60527; and

BE IT FURTHER RESOLVED that this contract rate is subject to the Prevailing Wage Act (820 ILCS 130/0.01), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

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

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

150

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

09/13/2023

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			10949			11/30/2025		11/30/2026		Wheaton, IL			
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
FY24,1500-3500-53330						2024-2025 Traffic Signal and Street Light Maintenance						2,432,612.71	
FY25,1500-3500-53330						Section 24-TSMTC-04-GM						2,432,612.70	
FY24,1500-3630-53330												15,000.00	
FY25,1500-3630-53330												15,000.00	
											TOTAL	\$4,895,225.41	

REMIT TO:

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

COMMITTEE APPROVAL

DATE

Transportation

09/19/23

County Board

09/26/23

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-MEADE 24-TSMTC-04-GM ***

Signature on File

DEPARTMENT APPROVAL

DATE

9/13/23



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: 24-TSMTC-04-GM

Company Name: Meade Inc.	Company Contact: Michael K Knutson
Contact Phone: 708-588-2500	Contact Email: mkk@meade100.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

Michael K Knutson

Title

Sr. Vice President

Date

9/11/23

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



File #: DT-R-0082-23

Agenda Date: 9/19/2023

Agenda #: 20.B.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF DARIEN
FOR RETAINING WALL CONSTRUCTION ALONG
CH 31/PLAINFIELD ROAD, FROM CASS AVENUE TO LINDEN AVENUE
(ESTIMATED COUNTY COST \$187,500.00)

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 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 5/1001 *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 the CITY desire to replace the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road, from Cass Avenue to Linden Avenue (hereinafter referred to as PROJECT); and

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

WHEREAS, the Agreement must be executed before the PROJECT may be initiated.

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 and the CITY; and

BE IT FURTHER RESOLVED that three (3) original copies of this Resolution and Intergovernmental Agreement be sent to the CITY, by and through the Division of Transportation.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

File #: DT-R-0082-23

Agenda Date: 9/19/2023

Agenda #: 20.B.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF DARIEN
FOR RETAINING WALL CONSTRUCTION ALONG CH 31/PLAINFIELD ROAD
FROM CASS AVENUE TO LINDEN AVENUE**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 5th day of September, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation with offices at 1702 Plainfield Road, Darien Illinois 60561. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY wishes to improve the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue extending east to Linden Avenue (hereinafter referred to as the "PROJECT"); and

WHEREAS, the existing block retaining wall is exhibiting signs of deterioration; and

WHEREAS, the CITY has asked, and the COUNTY has agreed, to share 50% cost responsibility for construction of a modular block wall and wood fence; and

WHEREAS, a cost estimate has been prepared and the estimated construction cost of the PROJECT is approximately \$300,000.00; and

WHEREAS, this estimate is agreeable to the COUNTY and the COUNTY will reimburse the CITY 50% of the construction cost, estimated COUNTY share \$150,000.00, and 50% of design and construction engineering costs, estimated COUNTY share \$37,500.00; and

WHEREAS, the COUNTY and the CITY desire to establish the parties' cost responsibilities and future maintenance with respect to the PROJECT; and

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

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

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

1.0 INCORPORATION

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

2.0 SCOPE OF PROJECT

- 2.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2. The PROJECT includes construction of a modular block retaining wall and wood fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue and extending east to Linden Avenue and would be approximately 300 feet in length. Other related work would include, but not be limited to, partial removal of the existing retaining wall, tree and brush removal, filling gap between existing and proposed walls, and landscape restoration.

3.0 RESPONSIBILITIES OF THE CITY

- 3.1. The CITY shall act as the lead agency and be responsible for completing all preliminary and design engineering, permit processing, right-of-way acquisition, awarding of contract(s), utility coordination, construction engineering and construction for the PROJECT. The CITY shall be responsible for securing/paying for all PROJECT costs, subject to reimbursement from the COUNTY as noted in Section 4.0 herein below.

- 3.2. Both the COUNTY and CITY agree that the CITY shall manage the contract for the construction of the PROJECT. The CITY agrees to manage the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended. No change order which affects COUNTY'S facilities, or COUNTY cost, except normal minor variations in quantities of pay items required to complete the PROJECT shall be authorized except with prior written approval by the COUNTY.
- 3.3. The CITY shall require the General Contractor selected for the PROJECT to name the COUNTY as an additional-insured for the Commercial General Liability in the Special Provisions section of the contract for the PROJECT.
- 3.4. The CITY shall provide plans for the PROJECT to the COUNTY for review. The CITY will address any reasonable comments or correct any errors submitted by the COUNTY after said review.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1. The COUNTY agrees to reimburse the CITY for 50% of the actual construction cost for the PROJECT, COUNTY share estimated to be \$150,000.00 (see Exhibit A).
- 4.2. The COUNTY also agrees to reimburse the CITY for 50% of the actual design and construction engineering for the PROJECT, COUNTY share estimated to be \$37,500.00 (see Exhibit A). The COUNTY agrees to pay the CITY its share of design engineering costs upon award of a contract for construction or in accordance with Section 10.2.
- 4.3. The COUNTY agrees to pay the CITY eighty (80%) percent of its share of the PROJECT construction cost (\$120,000.00) upon award of the contract for the PROJECT based upon as-bid unit prices for the PROJECT. Upon completion of the PROJECT and based upon the documentation of final costs and quantities, submitted by the CITY and a final invoice, the COUNTY agrees to reimburse the CITY for the balance of its share of the PROJECT cost within sixty (60) days of receipt of a properly documented invoice from the CITY.
- 4.4. The COUNTY hereby grants to the CITY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the COUNTY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The COUNTY shall retain the right of ingress and egress over said areas so long as it does

not interfere with the CITY's work. The CITY shall provide twenty-four (24) hour notice when it will be entering COUNTY property and commence work. Upon completion of the PROJECT, the right-of-entry shall terminate.

- 4.5. This AGREEMENT shall serve in lieu of COUNTY permit(s) for the construction of the PROJECT and upon execution of this AGREEMENT the CITY will be bound by the General Terms of Highway Permits as they exist on the date of execution of this AGREEMENT by the COUNTY.

5.0 MAINTENANCE

- 5.1. Upon completion of the PROJECT, the CITY shall own and be responsible for all future maintenance of the modular block retaining wall and wood fence.

6.0 INDEMNIFICATION

- 6.1. The COUNTY shall, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 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. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.3. The COUNTY and the CITY acknowledge that neither has made representations, assurances or guaranties regarding their or any successor's or assign's authority and legal capacity to indemnify the other as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that

either, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either, or in the event of change in the laws of the State of Illinois governing their 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.

- 6.4. Nothing contained herein shall be construed as prohibiting either the COUNTY or 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. 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 or the CITY'S participation in its defense shall not remove the others duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 6.5. Neither party waives, releases or otherwise compromises, by these indemnity provisions, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law." There are no third-party beneficiaries of these mutual indemnifications or this AGREEMENT.
- 6.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the CITY'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the PROJECT is completed and the CITY and COUNTY assume its maintenance responsibilities as set forth in Section 5.0 hereof.

7.0 GENERAL

- 7.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.

- 7.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 7.3 In the event of a dispute between the COUNTY and CITY representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the CITY Manager or their duly appointed representatives shall meet and resolve the issue.
- 7.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 7.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

8.0 ENTIRE AGREEMENT

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

9.0 NOTICES

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

City of Darien

1702 Plainfield Road

Darien, Illinois 60561

ATTN: Dan Gombac

Director of Municipal Services

Phone: 630.353.8106

Email: dgombac@darienil.gov

County of DuPage

Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Director of Transportation

Phone: 630.407.6900

Email: dot@dupageco.org**10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT**

- 10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.
- 10.2 If following the completion of engineering the CITY determines the PROJECT to be cost prohibitive, the CITY will notify the COUNTY, in which case this AGREEMENT shall terminate. Upon termination, the parties will share engineering costs incurred to date as provided in this AGREEMENT.

11.0 NON-ASSIGNMENT

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

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.
- 12.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

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

15.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek
County Clerk

CITY OF DARIEN

Signature on File

Joseph A. Marchese, Mayor
City of Darien

ATTEST:

Signature on File

Joanne Ragoma
City Clerk



EXHIBIT A
PROJECT COUNTY COST ESTIMATE

	PROJECT COST ESTIMATE	COUNTY ESTIMATE 50% SHARE
PROJECT Construction Cost Estimate	\$ 300,000	\$ 150,000
PROJECT Design and Construction Engineering Cost Estimate (\$300,000 x 25%)	\$ 75,000	\$ 37,500
Total COUNTY Cost Estimate		\$ 187,500

RESOLUTION NO. R-94-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE

WHEREAS, under the Constitution and Statutes of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said retaining wall construction along CH 31/Plainfield Road from Cass Avenue to Linden Avenue, a copy of which is attached hereto as "**Exhibit A**", and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

SECTION 2: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5th day of September, 2023.

AYES:	<u>6 - Belczak, Kenny, Leganski, Schauer, Stompanato, Sullivan</u>
NAYS:	<u>0 - NONE</u>
ABSENT:	<u>1 - Gustafson</u>

RESOLUTION NO. R-94-23

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 5th day of September, 2023.

Signature on File _____

JOSEPH MARCHESE, MAYOR

ATTEST:

Signature on File _____

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

Signature on File _____



STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-94-23 — “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE”** of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a September 5, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 5th day of September, 2023.



Signature on File

 City Clerk

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

09/12/2023

DATE

FUND AGENCY			VENDOR NUMBER 10226			EXPIRATION DATE 11/30/2025		LAST INVOICE DATE 11/30/2026		FOB Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT			UNIT PRICE	EXTENSION	
FY2024-1500-3500-54040-			PLNFLD_CASS_LDN			Intergovernmental Agreement between the County of DuPage				37,500.00	
FY2024-1500-3500-54050-			PLNFLD_CASS_LDN			and the City of Darien, for retaining wall and fencing improvements				150,000.00	
						along the southside right-of-way of CH 31/Plainfield Road					
						from Cass Avenue extending east to Linden Avenue.					
										TOTAL	
										\$187,500.00	

REMIT TO:

City of Darien, 1702 Plainfield Road, IL 60561

COMMITTEE APPROVAL

DATE

Transportation

09/19/23

County Board

09/26/23

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-DARIEN-PLAINFIELD RD RETAINING WALL ***

Signature on File

DEPARTMENT APPROVAL

DATE

9/13/23

EXHIBIT A																							
ESTIMATE OF COST Contract 62N32																							
Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District 87		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following	\$6,096,000	80%	\$1,524,000	20%																			\$7,620,000
P&C Engineering (15%)	\$914,400	80%	\$228,600	20%																			\$1,143,000
TRAFFIC SIGNALS																							
IL 56 at IL 59	\$44,259	80%	\$11,065	20%																			\$55,324
P&C Engineering (15%)	\$6,639	80%	\$1,660	20%																			\$8,299
Emergency Vehicle Pre-emption					\$0	100%																	\$0
P&C Engineering (15%)					\$0	100%																	\$0
Painting of Traffic Signal & Hardware					\$3,500	100%																	\$3,500
P&C Engineering (15%)					\$525	100%																	\$525
IL 56 at Batavia Road	\$117,181	80%	\$14,648	10%	\$14,648	10%																	\$146,476
P&C Engineering	\$17,577	80%	\$2,197	10%	\$2,197	10%																	\$21,971
Emergency Vehicle Pre-emption					\$750	100%																	\$750
P&C Engineering (15%)					\$113	100%																	\$113
Painting of Traffic Signal & Hardware					\$8,750	100%																	\$8,750
P&C Engineering (15%)					\$1,313	100%																	\$1,313
IL 56 at Winfield Rd	\$93,882	80%	\$11,735	10%			\$11,735	10%															\$117,353
P&C Engineering (15%)	\$14,082	80%	\$1,760	10%			\$1,760	10%															\$17,603
Emergency Vehicle Pre-emption							\$750	100%															\$750
P&C Engineering (15%)							\$113	100%															\$113
IL 56 at Wiesbrook Rd	\$94,778	80%	\$11,847	10%			\$5,924	5%	\$5,924	5%													\$118,473
P& C Engineering (15%)	\$14,217	80%	\$1,777	10%			\$889	5%	\$889	5%													\$17,771
Emergency Vehicle Pre-emption																							\$0
P& C Engineering (15%)																							\$0
IL 56 at Orchard Rd	\$81,974	80%	\$13,659	13.33%					\$6,835	6.67%													\$102,467
P& C Engineering (15%)	\$12,296	80%	\$2,049	13.33%					\$1,025	6.67%													\$15,370
Emergency Vehicle Pre-emption									\$750	100%													\$750
P& C Engineering (15%)									\$113	100%													\$113
IL 56 at Cromwell	\$67,050	80%	\$11,172	13.33%					\$5,590	6.67%													\$83,812
P& C Engineering (15%)	\$10,057	80%	\$1,676	13.33%					\$839	6.67%													\$12,572
Emergency Vehicle Pre-emption									\$750	100%													\$750
P& C Engineering (15%)									\$113	100%													\$113
IL 56 at Naperville Rd	\$96,394	80%	\$12,049	10%			\$12,049	10%															\$120,493
P& C Engineering (15%)	\$14,459	80%	\$1,807	10%			\$1,807	10%															\$18,074
Emergency Vehicle Pre-emption									\$750	100%													\$750
P& C Engineering (15%)									\$113	100%													\$113
Naperville Rd at Danada Sq							\$22,043	100%															\$22,043
P& C Engineering (15%)							\$3,306	100%															\$3,306
Emergency Vehicle Pre-emption																							\$0
P& C Engineering (15%)																							\$0

EXHIBIT A																							
ESTIMATE OF COST Contract 62N32																							
Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District 87	TOTAL	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$		
Naperville Rd at E Loop/W Loop							\$24,225	100%														\$24,225	
P& C Engineering (15%)							\$3,634	100%														\$3,634	
Emergency Vehicle Pre-emption																						\$0	
P& C Engineering (15%)																						\$0	
IL 56 at East Loop Rd	\$118,638	80%	\$19,768	13.33%					\$9,891	6.67%												\$148,298	
P& C Engineering (15%)	\$17,796	80%	\$2,965	13.33%					\$1,484	6.67%												\$22,245	
Emergency Vehicle Pre-emption									\$3,448	100%												\$3,448	
P& C Engineering (15%)									\$517	100%												\$517	
IL 56 at Leask Ln	\$121,930	80%	\$15,241	10%					\$15,241	10%												\$152,412	
P& C Engineering (15%)	\$18,289	80%	\$2,286	10%					\$2,286	10%												\$22,862	
Emergency Vehicle Pre-emption									\$1,515	100%												\$1,515	
P& C Engineering (15%)									\$227	100%												\$227	
IL 56 at Bradford Dr	\$264,149	80%	\$33,019	10%					\$33,019	10%												\$330,186	
P& C Engineering (15%)	\$39,622	80%	\$4,953	10%					\$4,953	10%												\$49,528	
Emergency Vehicle Pre-emption									\$3,465	100%												\$3,465	
P& C Engineering (15%)									\$520	100%												\$520	
IL 56 at Lambert Rd	\$152,674	80%	\$19,084	10%					\$19,084	10%												\$190,843	
P& C Engineering (15%)	\$22,901	80%	\$2,863	10%					\$2,863	10%												\$28,626	
Emergency Vehicle Pre-emption									\$2,235	100%												\$2,235	
P& C Engineering (15%)									\$335	100%												\$335	
IL 56 at Raider Ln																					\$139,000	100%	\$139,000
P& C Engineering (15%)																					\$20,850	100%	\$20,850
Emergency Vehicle Pre-emption								\$3,550	100%														\$3,550
P& C Engineering (15%)								\$533	100%														\$533
IL 56 at Park Blvd	\$107,578	80%	\$13,447	10%			\$13,447	10%															\$134,472
P& C Engineering (15%)	\$16,137	80%	\$2,017	10%			\$2,017	10%															\$20,171
Emergency Vehicle Pre-emption							\$750	100%															\$750
P& C Engineering (15%)							\$113	100%															\$113
Painting of Traffic Signal & Hardware							\$3,500	100%															\$3,500
P&C Engineering (15%)							\$525	100%															\$525
IL 56 at IL 53	\$38,026	80%	\$9,507	20%																			\$47,533
P& C Engineering (15%)	\$5,704	80%	\$1,426	20%																			\$7,130
Emergency Vehicle Pre-emption																							\$0
P& C Engineering (15%)																							\$0
IL 56 at Lloyd Ave	\$35,623	80%	\$4,453	10%							\$2,226	5%	\$2,226	5%									\$44,529
P& C Engineering (15%)	\$5,343	80%	\$668	10%							\$334	5%	\$334	5%									\$6,679
Emergency Vehicle Pre-emption																							\$0
P& C Engineering (15%)																							\$0

EXHIBIT A																						
ESTIMATE OF COST											Contract 62N32											
Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District 87	TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	
Lacey Rd at Woodcreek Dr													\$13,300	100%								\$13,300
P& C Engineering (15%)													\$1,995	100%								\$1,995
Emergency Vehicle Pre-emption																						\$0
P& C Engineering (15%)																						\$0
IL 56 at Esplanade Dr	\$101,569	80%	\$12,696	10%									\$12,696	10%								\$126,961
P& C Engineering (15%)	\$15,235	80%	\$1,904	10%									\$1,904	10%								\$19,044
Emergency Vehicle Pre-emption													\$3,423	100%								\$3,423
P& C Engineering (15%)													\$513	100%								\$513
IL 56 at I-355 SB EX	\$68,820	80%	\$17,205	20%																		\$86,025
P& C Engineering (15%)	\$10,323	80%	\$2,581	20%																		\$12,904
Emergency Vehicle Pre-emption													\$750	100%								\$750
P& C Engineering (15%)													\$113	100%								\$113
IL 56 at I-355 NB EX	\$80,494	80%	\$20,123	20%																		\$100,617
P& C Engineering (15%)	\$12,074	80%	\$3,019	20%																		\$15,093
Emergency Vehicle Pre-emption													\$750	100%								\$750
P& C Engineering (15%)													\$113	100%								\$113
IL 56 at Finley Rd	\$260,008	80%	\$32,501	10%			\$16,251	5%					\$16,251	5%								\$325,010
P& C Engineering (15%)	\$39,001	80%	\$4,875	10%			\$2,438	5%					\$2,438	5%								\$48,752
Emergency Vehicle Pre-emption													\$2,818	100%								\$2,818
P& C Engineering (15%)													\$423	100%								\$423
Finley Rd at Mall Dr													\$24,403	100%								\$24,403
P& C Engineering (15%)													\$3,660	100%								\$3,660
Emergency Vehicle Pre-emption																						\$0
P& C Engineering (15%)																						\$0
Finley Rd at Brook Rd													\$17,500	100%								\$17,500
P& C Engineering (15%)													\$2,625	100%								\$2,625
Emergency Vehicle Pre-emption													\$750	100%								\$750
P& C Engineering (15%)													\$113	100%								\$113
IL 56 at Downers Dr	\$146,150	80%	\$18,269	10%									\$18,269	10%								\$182,687
P& C Engineering (15%)	\$21,922	80%	\$2,740	10%									\$2,740	10%								\$27,403
Emergency Vehicle Pre-emption													\$1,990	100%								\$1,990
P& C Engineering (15%)													\$299	100%								\$299
IL 56 at Highland	\$5,600	80%	\$700	10%			\$350	5%											\$350	5%		\$7,000
P& C Engineering (15%)	\$840	80%	\$105	10%			\$53	5%											\$53	5%		\$1,050
Emergency Vehicle Pre-emption																						\$0
P& C Engineering (15%)																						\$0
IL 56 at Fairfield Ave	\$209,158	80%	\$26,145	10%															\$26,145	10%		\$261,447
P& C Engineering (15%)	\$31,374	80%	\$3,922	10%															\$3,922	10%		\$39,217
Emergency Vehicle Pre-emption																			\$10,158	100%		\$10,158
P& C Engineering (15%)																			\$1,524	100%		\$1,524

EXHIBIT A																								
ESTIMATE OF COST Contract 62N32																								
Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District 87		TOTAL	
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	
IL 56 at Maxant/Tech	\$177,074	80%	\$22,134	10%															\$22,134	10%			\$221,343	
P& C Engineering (15%)	\$26,561	80%	\$3,320	10%															\$3,320	10%			\$33,201	
Emergency Vehicle Pre-emption																			\$8,163	100%			\$8,163	
P& C Engineering (15%)																			\$1,224	100%			\$1,224	
IL 56 at Fountain Sq	\$145,259	80%	\$18,157	10%															\$18,157	10%			\$181,574	
P& C Engineering (15%)	\$21,789	80%	\$2,724	10%															\$2,724	10%			\$27,236	
Emergency Vehicle Pre-emption																			\$8,193	100%			\$8,193	
P& C Engineering (15%)																			\$1,229	100%			\$1,229	
IL 56 at Meyers Rd	\$244,118	80%	\$30,515	10%			\$30,515	10%															\$305,148	
P& C Engineering (15%)	\$36,618	80%	\$4,577	10%			\$4,577	10%															\$45,772	
Emergency Vehicle Pre-emption							\$5,450	100%															\$5,450	
P& C Engineering (15%)							\$818	100%															\$818	
IL 56 at Trans Am Pl																	\$146,332	100%					\$146,332	
P& C Engineering (15%)																	\$21,950	100%					\$21,950	
Emergency Vehicle Pre-emption																	\$750	100%					\$750	
P& C Engineering (15%)																	\$113	100%					\$113	
IL 56 at 22nd St	\$94,702	80%	\$17,757	15%											\$5,919	5%							\$118,378	
P& C Engineering (15%)	\$14,205	80%	\$2,664	15%											\$888	5%							\$17,757	
Emergency Vehicle Pre-emption															\$750	100%							\$750	
P& C Engineering (15%)															\$113	100%							\$113	
22nd St at Midwest Rd	\$93,359	80%	\$11,670	10%			\$11,670	10%															\$116,699	
P& C Engineering (15%)	\$14,004	80%	\$1,750	10%			\$1,750	10%															\$17,505	
Emergency Vehicle Pre-emption							\$750	100%															\$750	
P& C Engineering (15%)							\$113	100%															\$113	
22nd St at Shops Pl	\$100,847	80%	\$12,606	10%											\$12,606	10%							\$126,059	
P& C Engineering (15%)	\$15,127	80%	\$1,891	10%											\$1,891	10%							\$18,909	
Emergency Vehicle Pre-emption																							\$0	
P& C Engineering (15%)																							\$0	
22nd St at MacArthur	\$99,164	80%	\$12,396	10%											\$12,396	10%							\$123,955	
P& C Engineering (15%)	\$14,875	80%	\$1,859	10%											\$1,859	10%							\$18,593	
Emergency Vehicle Pre-emption															\$0	100%							\$0	
P& C Engineering (15%)															\$0	100%							\$0	
22nd St at Parkview	\$105,176	80%	\$13,147	10%											\$13,147	10%							\$131,470	
P& C Engineering (15%)	\$15,776	80%	\$1,972	10%											\$1,972	10%							\$19,721	
Emergency Vehicle Pre-emption															\$750	100%							\$750	
P& C Engineering (15%)															\$113	100%							\$113	
22nd St at IL 83	\$354,596	80%	\$88,649	20%																			\$443,245	
P& C Engineering (15%)	\$53,189	80%	\$13,297	20%																			\$66,487	
Emergency Vehicle Pre-emption																	\$8,248	100%					\$8,248	
P& C Engineering (15%)																	\$1,237	100%					\$1,237	

EXHIBIT A																							
ESTIMATE OF COST Contract 62N32																							
Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District 87		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	\$	
22nd St at OB Ctr W	\$121,301	80%	\$15,163	10%											\$15,163	10%							\$151,626
P& C Engineering (15%)	\$18,195	80%	\$2,274	10%											\$2,274	10%							\$22,744
Emergency Vehicle Pre-emption															\$3,810	100%							\$3,810
P& C Engineering (15%)															\$572	100%							\$572
22nd St at OB Ctr E	\$159,602	80%	\$19,950	10%											\$19,950	10%							\$199,503
P& C Engineering (15%)	\$23,940	80%	\$2,993	10%											\$2,993	10%							\$29,925
Emergency Vehicle Pre-emption															\$3,905	100%							\$3,905
P& C Engineering (15%)															\$586	100%							\$586
22nd St at Spring Rd	\$212,393	80%	\$39,824	15%											\$13,275	5%							\$265,491
P& C Engineering (15%)	\$31,859	80%	\$5,974	15%											\$1,991	5%							\$39,824
Emergency Vehicle Pre-emption															\$3,988	100%							\$3,988
P& C Engineering (15%)															\$598	100%							\$598
22nd St at McDonald	\$106,294	80%	\$13,287	10%											\$13,287	10%							\$132,868
P& C Engineering (15%)	\$15,944	80%	\$1,993	10%											\$1,993	10%							\$19,930
Emergency Vehicle Pre-emption															\$750	100%							\$750
P& C Engineering (15%)															\$113	100%							\$113
22nd St at Enterprise	\$101,780	80%	\$12,723	10%											\$12,723	10%							\$127,225
P& C Engineering (15%)	\$15,267	80%	\$1,908	10%											\$1,908	10%							\$19,084
Emergency Vehicle Pre-emption															\$750	100%							\$750
P& C Engineering (15%)															\$113	100%							\$113
22nd St at York Rd	\$126,192	80%	\$15,774	10%											\$15,774	10%							\$157,740
P& C Engineering (15%)	\$18,929	80%	\$2,366	10%											\$2,366	10%							\$23,661
Emergency Vehicle Pre-emption															\$750	100%							\$750
P& C Engineering (15%)															\$113	100%							\$113
Interconnect/Fiber	\$126,792	80%	\$31,698	20%																			\$158,490
P& C Engineering (15%)	\$19,019	80%	\$4,755	20%																			\$23,774
TOTAL	\$12,386,173		\$2,561,949		\$31,795		\$187,402		\$124,772		\$2,560		\$132,395		\$172,145		\$178,630		\$107,295		\$159,850		\$16,044,966

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering UNLESS otherwise noted.



File #: DT-R-0083-23

Agenda Date: 9/19/2023

Agenda #: 20.C.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION
FOR IMPROVEMENTS ALONG ILLINOIS 56/22ND STREET
FROM ILLINOIS 59 TO YORK ROAD
(ESTIMATED COUNTY COST \$187,402.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE), in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, desire to improve Illinois 56/ 22nd Street, from Illinois 59 to York Road, to include implementation of intelligent transportation systems such as traffic signal modernization, signal timing coordination, changeable message signs, traffic surveillance and ADA improvements to enhance mobility of all modes of transportation (hereinafter referred to as the IMPROVEMENT); and

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

WHEREAS, an Intergovernmental Agreement (hereinafter referred to as AGREEMENT) has been prepared and attached hereto, which outlines the responsibilities of the parties related to engineering, construction, maintenance and financing of the IMPROVEMENT; and

WHEREAS, the STATE will be the lead agency for the IMPROVEMENT with a total estimated cost of engineering and construction of \$16,044,966.00, and an estimated COUNTY cost of \$187,402.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the 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 between the COUNTY and the STATE; and

BE IT FURTHER RESOLVED, that three (3) original copies of this Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

FAP 365 / FAU 3545 IL 56
IL 56/22nd St from IL 59 to York Rd
State Section: 2020-265-SUR,SW&TS
County: DuPage
Job No. : D-91-078-21
Contract No.:62N32
Agreement No.: JN-123-018

AGREEMENT

This Agreement entered into this _____ day of _____, 2023 A.D.,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT
OF TRANSPORTATION, hereinafter called the STATE, and the COUNTY OF
DUPAGE of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety
to the motoring public, is desirous of improving approximately 77,300 lineal feet of
FAP Route 365 FAU Route 3545, Illinois 56/22nd Street from Illinois 59 to York Rd,
identified as STATE Job No.: D-91-078-21, Contract Number 62N32, STATE Section
No. 2020-265-SUR,SW&TS, as follows:

The general scope of work consists of the the implementation of Intelligent
Transporation Systems (ITS) to improve all modes of transporation along the IL 56
corridor. This includes traffic signal modernization, signal timing, changeable
message signs. New signing, traffic surveillance, ADA imporovements and all other
work necessary to complete the improvement in accordance with the approved plans
and specifications; and

WHEREAS, the COUNTY has requested that the STATE include in its contract emergency vehicle pre-emption equipment, painting of traffic poles and ITS network connection between COUNTY and STATE systems at the intersections of Naperville Road with Danada Square and East-West Loop Road, and

WHEREAS, the STATE has agreed to the COUNTY's request, and

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the COUNTY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.

4. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
6. The COUNTY further agrees that, upon award of the contract for this improvement, the COUNTY will pay to the STATE, in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
7. The COUNTY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois 56 without the consent of the STATE.
9. Where applicable, the COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. The COUNTY agrees to cause its facilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE. All utilities/facilities will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
11. The COUNTY agrees to obtain from the STATE an approved permit for any COUNTY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
12. Upon final field inspection of the improvement and so long as Illinois 56 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
13. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained the new ITS network connection between COUNTY and STATE systems at the intersections of Naperville Road with Danada Square and East-West Loop Road, and
14. The COUNTY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches,

up to the through edge of pavement of Illinois 56. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the COUNTY unless there is an agreement specifying different responsibilities. For side roads under COUNTY jurisdiction, the COUNTY agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to ensure proper motorist and pedestrian guidance.

15. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 56 at Winfield Rd		
STATE Share	100%	100%
COUNTY Share	0%	0%
IL 56 at Wiesbrook Rd		
STATE Share	75%	75%
COUNTY Share	0%	0%
City of Wheaton	25%	25%
IL 56 at Naperville Rd		
STATE Share	100%	100%
COUNTY Share	0%	0%
Naperville Rd at Danada Sq		
Naperville Rd at E Loop/W Loop		
STATE Share	0%	0%
COUNTY Share	100%	100%
IL 56 at Park Blvd		
STATE Share	100%	100%
COUNTY Share	0%	0%

IL 56 at Finley Rd		
STATE Share	100%	75%
COUNTY Share	0%	0%
Village of Downers Grove	0%	25%
IL 56 at Meyers Rd		
STATE Share	100%	100%
COUNTY Share	0%	0%
22 nd St at Midwest Rd		
STATE Share	100%	0%
COUNTY Share	0%	100%

And shall continue a part of the current Agreement, Letter of Understanding attached as exhibit C, between the STATE and the COUNTY.

It is the STATE's policy to install traffic signal hardware which requires little or no maintenance (e.g., galvanized signal posts and mast arms, polycarbonate traffic signal heads). All costs associated with the installation, future maintenance, or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the COUNTY. This includes, but is not limited to, painting of the traffic signal hardware including mast arms and poles, aesthetic poles or mast arms, accessible pedestrian signals and internally illuminated street name signs. The STATE will also require that the STATE's electrical maintenance contractor to perform any work required for maintenance or repair of the non-standard items and invoice the COUNTY directly for any additional costs.

16. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

17. The STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors and cabinet appurtenances at the intersections of IL 56 at Winfield Rd, Raider Ln, Park Blvd and Meyers Rd along with at the intersection of 22nd St and Midwest Rd. When repair is necessary, the STATE's electrical contractor shall notify the COUNTY that their "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the COUNTY, maintenance of their "EMERGENCY VEHICLE PRE-EMPTION" system is then performed accordingly. The STATE's electrical contractor shall invoice the COUNTY directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system.
18. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the COUNTY agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation at each of the intersections listed in item 15 of this agreement and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment at traffic signals at the intersections of IL 56 at Winfield Rd, Raider Ln, Park Blvd and Meyers Rd along with at the intersection of 22nd St and Midwest Rd in conjunction with the STATE's proposed improvement.

19. Under penalties of perjury, the COUNTY certifies that its correct Federal Tax Identification number is _____ and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

DuPage County
421 N County Farm Rd
Wheaton, IL 60187

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

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

COUNTY OF DUPAGE

By: _____
(Signature)

Attest:

Clerk

(SEAL)

By: Deborah A. Conroy
(Print or Type)

Title: Chair, DuPage County Board

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No. : D-91-110-22
Agreement No.: JN-123-018

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 365 FAU Route 3545, Illinois 56/22nd St, State Section No: 2020-265-SUR, SW&TS, Contract No. 62N32, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

Exhibit B
FUNDING RESOLUTION

WHEREAS, the COUNTY OF DUPAGE (COUNTY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Illinois 56/22nd St from Illinois 59 to York Rd, known as Contract No. 62N32, STATE Section No.: 2020-265-SUR,SW&TS; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the COUNTY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Eighty Seven Thousand Four Hundred Two Dollars (\$187,402.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the COUNTY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the COUNTY will pay to the STATE in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED, that the COUNTY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF DuPAGE)

I, _____, COUNTY Clerk in and for the COUNTY of DUPAGE, hereby
certify the foregoing to be a true perfect and complete copy of the resolution adopted by the
COUNTY Board at a meeting on _____, 2023 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____. 2023 A.D.

COUNTY Clerk

(SEAL)

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
09/13/2023	NAME 421 N. County Farm Road	NAME	
DATE	ADDRESS Wheaton, IL 60187	ADDRESS	
	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND AGENCY			VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			10604		11/30/2025	11/30/2026	Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY24-1500-3500-54050			IDOT_SMC_64_56			Intelligent Transporation Systems (ITS) Improvements on		187,402.00
						IL 56/22nd Street from IL 59 to York Road		
TOTAL								\$187,402.00

REMIT TO:
 Treasurer State of Illinois, Illinois Department of Transportation, Room 322 Harry R. Hanley Bldg, 2300 S. Dirksen Parkway, Springfield, IL 62764

COMMITTEE APPROVAL	DATE	DOT TO ISSUE FORMAL NOTICE TO PROCEED DO NOT SEND PO <small>HEADER COMMENTS</small> ***DOT-IDOT - IL56 SMART CORRIDORS ***	<div style="font-size: 1.5em; font-weight: bold;">Signature on File</div> <div style="display: flex; justify-content: space-between;"> 9/13/23 </div>
Transportation	09/19/23		
County Board	09/26/23		

DEPARTMENT APPROVAL _____ DATE _____



Facilities Management Requisition Over \$30K

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

File #: FM-P-0081-23

Agenda Date: 9/19/2023

Agenda #: 16.B.

AWARDING RESOLUTION
ISSUED TO UNITED DOOR AND DOCK LLC,
TO PROVIDE PREVENTATIVE MAINTENANCE, SERVICE, AND REPAIRS
FOR OVERHEAD DOORS, ROLL-UP SHUTTERS, GATE OPERATORS,
DOCK LEVELERS, AND REVOLVING DOORS, AS NEEDED,
FOR COUNTY FACILITIES, FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$209,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to United Door & Dock LLC, to provide preventative maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers, and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide preventative maintenance, service, and repairs for overhead doors, roll-up shutters, gate operators, dock levelers, and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, United Door & Dock LLC, 380 Windy Point Drive, Glendale Heights, IL 60137, for a total contract amount not to exceed \$209,000. (\$140,000 for Facilities Management, \$30,000 for the Division of Transportation, and \$39,000 for Public Works)

Enacted and approved this 26th day of September 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-2867	RFP, BID, QUOTE OR RENEWAL #: 23-091-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$209,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 09/19/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$418,000.00
	CURRENT TERM TOTAL COST: \$209,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: United Door & Dock LLC	VENDOR #:	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Marshall Scott	VENDOR CONTACT PHONE: 847-366-4888	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupageco.org
VENDOR CONTACT EMAIL: marshall@unitedil.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Recommendation for the approval of a contract to United Door & Dock LLC, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2023 through October 31, 2025, for a total contract amount not to exceed \$209,000, per lowest responsible bid #23-091-FM. (\$140,000 for Facilities Management, \$30,000 for the Division of Transportation and \$39,000 for Public Works)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Regularly scheduled preventative maintenance as well as time and material repair services for the campus overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors are required to keep the docks and entrances operational and secure.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

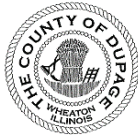
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: United Door & Dock LLC	Vendor#:	Dept: Facilities Management	Division:
Attn: Marshall Scott	Email: marshall@unitedil.com	Attn:	Email: FMAccountsPayable@dupageco.org
Address: 380 Windy Point Drive	City: Glendale Heights	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60137	State: IL	Zip: 60187
Phone: 847-366-4888	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: United Door & Dock LLC	Vendor#:	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 380 Windy Point Drive	City: Glendale Heights	Address: various locations	City: Wheaton
State: IL	Zip: 60137	State: IL	Zip: 60187
Phone:	Fax:	Phone:	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): Mary Ventrella			

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	LO		Facilities Management	FY23	1000	1100	53300		1,000.00	1,000.00
2	1	LO		Division of Transportation	FY23	1500	3510	53300		5,000.00	5,000.00
3	1	LO		Public Works	FY23	2000	2555	53300		1,000.00	1,000.00
4	1	LO		Public Works	FY23	2000	2665	53300		1,000.00	1,000.00
5	1	LO		Facilities Management	FY24	1000	1100	53300		70,000.00	70,000.00
6	1	LO		Division of Transportation	FY24	1500	3510	53300		15,000.00	15,000.00
7	1	LO		Public Works	FY24	2000	2555	53300		14,000.00	14,000.00
8	1	LO		Public Works	FY24	2000	2665	53300		5,000.00	5,000.00
9	1	LO		Facilities Management	FY25	1000	1100	53300		69,000.00	69,000.00
10	1	LO		Division of Transportation	FY25	1500	3510	53300		10,000.00	10,000.00
11	1	LO		Public Works	FY25	2000	2555	53300		13,000.00	13,000.00
12	1	LO		Public Works	FY25	2000	2665	53300		5,000.00	5,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 209,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for a two-year period.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez, Kathy Black, Sandra Martinez.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 09/19/23 County Board: 09/26/23
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



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PREVENTATIVE MAINTENANCE, SERVICE AND REPAIRS FOR OVERHEAD
DOORS, ETC. 23-091-FM
BID TABULATION



				UNITED DOOR & DOCK LLC		BUILDERS CHICAGO CORP	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
Group 1: Section A							
1	Exterior Rolling Doors	EA	11	\$ 148.00	\$ 1,628.00	\$ 75.00	\$ 825.00
2	Dock Levelers	EA	4	\$ 74.00	\$ 296.00	\$ 75.00	\$ 300.00
3	Interior Rolling Doors / Shutters	EA	67	\$ 74.00	\$ 4,958.00	\$ 75.00	\$ 5,025.00
4	Sectional Doors	EA	17	\$ 148.00	\$ 2,516.00	\$ 75.00	\$ 1,275.00
5	Gate Operators	EA	5	\$ 74.00	\$ 370.00	\$ 150.00	\$ 750.00
6	Revolving Doors	EA	3	\$ 148.00	\$ 444.00	\$ 150.00	\$ 450.00
7	Access Control Gates	EA	2	\$ 148.00	\$ 296.00	\$ 150.00	\$ 300.00
Group 1: Section B							
8	Hourly Rates - Normal Hours	HR	100	\$ 158.00	\$ 15,800.00	\$ 145.00	\$ 14,500.00
9	Hourly Rates - After Normal Hours	HR	30	\$ 175.00	\$ 5,250.00	\$ 210.00	\$ 6,300.00
10	Hourly Rates - Saturday	HR	20	\$ 185.00	\$ 3,700.00	\$ 210.00	\$ 4,200.00
11	Hourly Rates - Sundays and Holidays	HR	20	\$ 185.00	\$ 3,700.00	\$ 210.00	\$ 4,200.00
Group 1: Section C							
NO.	ITEM	EST. VALUE		% MARK-UP / DISCOUNT	EXTENDED PRICE	% MARK-UP / DISCOUNT	EXTENDED PRICE
12	Annual Expected Expenditure	\$20,000		20.00%	\$ 24,000.00	20.00%	\$ 24,000.00
Group 1: Section D							
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
13	Call Out Service	EA	15	\$ 75.00	\$ 1,125.00	\$ 120.00	\$ 1,800.00
Group 1: Section E							
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
14	Test Rolling Doors	EA	7	\$ 148.00	\$ 1,036.00	\$ 300.00	\$ 2,100.00
GRAND TOTAL					\$ 65,119.00		\$ 66,025.00

NOTES

Bid Opening 08/16/2023 @ 2:30 PM	VC, NE
Invitations Sent	33
Total Vendors Requesting Documents	0
Total Bid Responses	2

SECTION 7 - BID FORM PRICING

The quantities shown are approximate and are intended to establish pricing. The County reserves the right to change any of the quantities to meet its requirements and to order as needed. Prices shall remain constant for the duration of the contract. All goods shall be F.O.B. Destination.

NO.	ITEM	UOM	QTY	RATE	EXTENDED PRICE
GROUP 1: Section A					
1	Exterior Rolling Doors	EA	11	\$ 148.00	\$ 1,628.00
2	Dock Levelers	EA	4	\$ 74.00	\$ 296.00
3	Interior Rolling Doors / Shutters	EA	67	\$ 74.00	\$ 4,958.00
4	Sectional Doors	EA	17	\$ 148.00	\$ 2,516.00
5	Gate Operators	EA	5	\$ 74.00	\$ 370.00
6	Revolving Doors	EA	3	\$ 148.00	\$ 444.00
7	Access Control Gates	EA	2	\$ 148.00	\$ 296.00
Group 1: Section A Total					\$ 10,508.00
GROUP 1: Section B					
Service calls for items not covered by Section A (above).					
8	Hourly Rates - Normal Hours M - F 7:30 am - 4:30 pm	HR	100	\$ 158.00	\$ 15,800.00
9	Hourly Rates - After Normal Hours M - F Before 7:00 am or After 4:30 pm	HR	30	\$ 175.00	\$ 5,250.00
10	Hourly Rates - Saturday	HR	20	\$ 185.00	\$ 3,700.00
11	Hourly Rates - Sundays and Holidays	HR	20	\$ 185.00	\$ 3,700.00
Group 1: Section B Total					\$ 28,450.00
NO.	ITEM	EST. VALUE		% MARK-UP / DISCOUNT (+ / -)	EXTENDED PRICE
GROUP 1: Section C					
Provide a percentage mark-up or discount off list or catalog price.					
12	Annual Expected Expenditure	\$20,000		+20 %	\$ 24,000.00
Group 1: Section C Total					\$ 24,000.00
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
GROUP 1: Section D					
Service Charge (Other than scheduled Maintenance)					
No Additional Travel Time Shall Be Paid.					
13	Call Out Service	EA	15	\$ 75.00	\$ 1,125.00
Group 1: Section D Total					\$ 1,125.00

GROUP 1: Section E Test rolling doors for fire fusible link in 400, 501, and 505 Buildings annually per NFPA Standard.					
14	Test Rolling Doors *	EA	7	\$ 148.00	\$ 1,036.00
Group 1: Section E Total					\$ 1,036.00
GRAND TOTAL					\$ 65,119.00
GRAND TOTAL (In words) <i>Sixty Five Thousand one Hundred nineteen Dollars c/p</i>					

SECTION 8 - BID FORM SIGNATURE PAGE

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

X _____ ^{Signature on File} / PRESIDENT
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 15th day of August AD, 2023

^{Signature on File} _____
(Notary Public) My Commission Expires: 01/28/2024



SEAL

SECTION 9 - MANDATORY FORM
PREVENTATIVE MAINTENANCE, SERVICE, AND REPAIRS FOR OVERHEAD DOORS, ETC. 23-091-FM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	United Door & Dock, LLC		
Main Business Address	380 Windy Point Dr		
City, State, Zip Code	Glendale Heights, IL 60139		
Telephone Number	847-366-4888	Email Address	marshall@unitedil.com
Bid Contact Person	Marshall Scott		

The undersigned certifies that he is:

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

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

<p>Signature on File</p> <p>_____</p> <p>(President or Partner)</p> <p>Signature on File</p> <p>_____</p> <p>(Secretary or Partner)</p>	<p>Signature on File</p> <p>_____</p> <p>(Vice-President or Partner)</p> <p>_____</p> <p>(Treasurer or Partner)</p>
---	--

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Marshall Scott	NAME	Same
CONTACT	847-366-4888	CONTACT	
ADDRESS	380 Windy Point Dr	ADDRESS	
CITY ST ZIP	Glendale Heights, IL 60139	CITY ST ZIP	
TX		TX	
FX	N/A	FX	
EMAIL	marshall@unitedil.com	EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	

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



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: 8/15/2023

Bid/Contract/PO #: _____

Company Name: <u>United Door and Dock</u>	Company Contact: <u>Marshall Scott</u>
Contact Phone: <u>847-366-4888</u>	Contact Email: <u>marshall@unitedil.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:

<https://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

Mike Kerley

Title

PRESIDENT

Date

8/15/2023

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