



# DU PAGE COUNTY

## Transportation Committee

### Final Summary

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

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**Tuesday, August 6, 2024**

**10:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

10:00 AM meeting was called to order by Vice Chair Sam Tornatore at 10:00 AM.

**2. ROLL CALL**

<b>PRESENT</b>	Chaplin, Covert, Evans, Tornatore, and Zay
<b>ABSENT</b>	Ozog

**3. CHAIR'S REMARKS - VICE CHAIR TORNATORE**

Vice Chair Sam Tornatore announced that Chair Ozog would not be in attendance as she is ill. He also welcomed Steve Travia, the new Director of Transportation and thanked William Eidson for the smooth transition.

**4. PUBLIC COMMENT**

No public comments were offered.

**5. APPROVAL OF MINUTES**

5.A. [24-1893](#)

DuPage County Transportation Committee Minutes-Tuesday June 18, 2024.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Jim Zay

**6. PROCUREMENT REQUISITIONS**

6.A. [DT-P-0045-24](#)

Recommendation for the approval of a contract renewal to AT&T Corp., to provide analog telecommunication services, as needed for the Division of Transportation to communicate with traffic signals, for the period of August 30, 2024 through March 31, 2026, for a contract total not to exceed \$40,000, per bid # 21-104-IT.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Sadia Covert

**7. CHANGE ORDERS**

7.A. [24-2017](#)

DT-P-0154A-22 – Amendment to Resolution DT-P-0154-22, issued to Knight E/A, Inc., for Professional Phase II Design Engineering Services for improvements along CH 21/Fabyan Parkway, from Illinois Route 38 to the County Line, Section 08-00210-03-FP, to increase the funding in the amount of \$76,405.80, resulting in an amended contract total amount of \$805,354.66, an increase of 10.48%.

Discussion held.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Liz Chaplin

**8. AWARDING RESOLUTIONS**

8.A. [DT-R-0029-24](#)

Awarding Resolution to H&H Electric Company, for LED traffic signal head replacements at various locations within DuPage County, Section 24-TSUPG-08-GM, for an estimated County cost of \$329,999.42; per lowest responsible bid.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Jim Zay

8.B. [DT-R-0030-24](#)

Awarding Resolution issued to Alliance Contractors, Inc., for the 2024 Retaining Wall Repair Program, Section 23-RETWL-04-MS, for an estimated County cost of \$354,804.00, Per lowest responsible bid.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Jim Zay
<b>SECONDER:</b>	Liz Chaplin

**9. AMENDING RESOLUTIONS**

9.A. [24-2021](#)

DT-R-0070A-23 – Amendment to Resolution DT-R-0070-23, issued to H & H Electric Company for LED traffic signal head replacements at various locations within DuPage County, Section 23-TSUPG-07-GM, to increase the funding in the amount of \$6,340.18, resulting in an amended contract total amount of \$288,325.77, an increase of 2.25%.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Lucy Evans

**10. RESOLUTIONS**

10.A. [DT-R-0031-24](#)

Agreement between the County of DuPage and RPAI Darien, LLC, for Traffic Signal Maintenance Responsibilities at CH33/75th Street and Lyman Avenue, and at CH33/75th Street and Fairmount Avenue.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Liz Chaplin
<b>SECONDER:</b>	Lucy Evans

**11. OLD BUSINESS**

No old business was discussed.

**12. NEW BUSINESS**

No new business was discussed.

**13. ADJOURNMENT**

With no further business, the meeting was adjourned at 10:07 AM.



# Minutes

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

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**File #: 24-1893**

**Agenda Date: 8/6/2024**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Transportation Committee

### Final Summary

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

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Tuesday, June 18, 2024

10:00 AM

Room 3500B

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1. **CALL TO ORDER**

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

2. **ROLL CALL**

<b>PRESENT</b> Chaplin, Covert, Evans, Ozog, Tornatore, and Zay
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3. **CHAIR'S REMARKS - CHAIR OZOG**

Chair Ozog announced that the position of Director of Transportation has been filled. Mr. Stephen Travia, P.E., who comes to the County from IDOT, with over 30 years of experience. We look forward to him beginning his new role with us on August 1st, 2024.

4. **PUBLIC COMMENT**

No public comments were offered.

5. **APPROVAL OF MINUTES**

5.A. [24-1782](#)

DuPage County Transportation Committee Minutes-Tuesday June 4, 2024.

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

6. **PROCUREMENT REQUISITIONS**

6.A. [DT-P-0041-24](#)

Recommendation for the approval of a contract to Snap-on Industrial, to furnish and deliver Snap-on tools and diagnostic equipment, as needed, for the Division of Transportation, for the period of July 1, 2024 through June 30, 2025, for a contract total not to exceed \$30,000. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell contract # 121223).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

6.B. [DT-P-0042-24](#)

Recommendation for the approval of a contract purchase order to Auto Tech Centers, Inc., to furnish and deliver Goodyear tires, as needed for the Division of Transportation, for the period July 1, 2024 through June 30, 2025, for a contract total not to exceed \$175,000. Contract pursuant to the Intergovernmental Cooperation Act (NASPO Contract #24155).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Jim Zay

6.C. [DT-P-0043-24](#)

Recommendation for the approval of a contract to H.W. Lochner, Inc., to provide Professional Concept and Phase I Engineering Services, to the Division of Transportation, for the 31st Street multiuse path- from Highland Avenue to Meyers Road, Section 11-00201-02-BT, for a contract total not to exceed \$358,415.10. 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/et seq.

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

6.D. [DT-P-0044-24](#)

Recommendation for the approval of a contract to EXP U. S. Services, Inc., to provide Professional Preliminary and Design Engineering Services, as needed, for the Division of Transportation, Section 24-DEENG-06-EG , for the period of June 25, 2024 through October 31, 2027, for a contract total not to exceed \$1,500,000. 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.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Lucy Evans

## 7. CHANGE ORDERS

### Motion to Combine Items

Chair Ozog moved and Member Chaplin seconded a motion to combine items 7.A. through 7.L. The motion was approved on voice vote, all "ayes". Motion carried.

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

- 7.A. [24-1725](#)  
Knight E/A, Inc. - Extend PO #5805-0001 SERV to October 31, 2025.
- 7.B. [24-1726](#)  
Knight E/A, Inc. - Extend PO #4557-0001 SERV to May 31, 2025.
- 7.C. [24-1633](#)  
Lightle Enterprises - Extend PO #6543-1 SERV to November 30, 2024.
- 7.D. [24-1635](#)  
Lightle Enterprises - Extend PO #6544-1 SERV to November 30, 2024.
- 7.E. [24-1636](#)  
Lightle Enterprises - Extend PO #6545-1 SERV to November 30, 2024.
- 7.F. [24-1639](#)  
Mandel Metals - Extend PO #6551-1 SERV to November 30, 2024.
- 7.G. [24-1640](#)  
MD Solutions - Extend PO #6536-1 SERV to November 30, 2024.
- 7.H. [24-1642](#)  
MD Solutions - Extend PO #6553-1 SERV to November 30, 2024.
- 7.I. [24-1684](#)  
American Surveying & Engineering - Extend PO # 3731-0001 SERV to May 31, 2025, various locations.
- 7.J. [24-1685](#)  
Hampton, Lenzini & Renwick, Inc. - Extend PO # 5548-0001 SERV to May 31, 2025, Section 19-DCCSS-03-TL.
- 7.K. [24-1686](#)  
Gewalt Hamilton Associates - Extend PO #5809-0001 SERV to May 31, 2025, Section 22-0SCAT-04-EG.

- 7.L. [24-1687](#)  
TranSystems Corp. - Extend PO #5875-0001 SERV to May 31, 2026, Section 19-DCCSS-04-TL.

**RESULT:** APPROVED THE CONSENT AGENDA  
**MOVER:** Mary Ozog  
**SECONDER:** Liz Chaplin  
**AYES:** Chaplin, Covert, Evans, Ozog, Tornatore, and Zay

**8. ORDINANCES**

- 8.A. [DT-O-0003-24](#)  
Ordinance declaring the assignment of easement from the Village of Woodridge to the County of DuPage necessary and convenient to the County for sidewalk improvements along Hobson Road, under the Local Government Property Transfer Act, 50 ILCS 605/2.  
Member Chaplin commented on how nice the project is looking.

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

**9. RESOLUTIONS**

- 9.A. [DT-R-0028-24](#)  
Resolution authorizing the acceptance of an assignment of easement from the Village of Lisle to the County of DuPage, for sidewalk improvements along CH 40/College Road, Section 23-SDWLK-07-SW.

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

**10. GRANT PROPOSAL NOTIFICATION**

- 10.A. [24-1791](#)  
GPN 026-24: FY 2025-2027 Local Highway Safety Improvement Program (HSIP)- Illinois Department of Transportation-Federal Highway Administration- \$2,250,000 (Division of Transportation). Funding will be used for improvements along 63rd Street to address safety issues at the intersections, relieve congestion and improve riding surface.

**RESULT:** APPROVED AND SENT TO FINANCE



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

## 11. OLD BUSINESS

Member DeSart inquired as to the reason for all of the change orders' extensions. It was explained that some were just to change the dates of the contracts to run smoother with when the needs for the items were most prevalent. The consultant contracts were extended to wrap up last minute delays by the contractors. None of these extensions had any monetary changes.

Member Zay asked for an update on the O'Hare project and John Loper advised the Committee that he has sent a meeting request to review the project to the Chicago Department of Aviation, and is awaiting their response.

## 12. NEW BUSINESS

Member Zay mentioned some concerns about electric bikes and scooters on the trails traveling at a high rate of speed. He inquired as to the possibility of a speed ordinance. Deputy Chief Assistant State's Attorney Barbara Reynolds explained that the current statute allows the County to ban all E-bikes or disallow a class of E-bikes, (class 3 is the fastest), and since the County is not home rule, it does not have any additional authority such as setting speed limits. Discussion was held.

## 13. ADJOURNMENT

With no further business, a motion was made by Chair Ozog and seconded by Member Chaplin to adjourn the meeting at 10:20 AM. The motion carried on voice vote, all "ayes".



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0045-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.A.

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AWARDING RESOLUTION  
ISSUED TO AT&T CORP.  
FOR TRAFFIC SIGNAL TELECOMMUNICATION SERVICES  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$40,000.00)

WHEREAS, a request for proposals has been solicited and processed in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to AT&T Corp., to provide traffic signal telecommunications services, as needed for Division of Transportation, for the period August 30, 2024 through March 31, 2026, per bid # 21-104-IT.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide traffic signal telecommunications services, as needed for Division of Transportation, for the period August 30, 2024 through March 31, 2026, is hereby approved for issuance to AT&T Corp, PO Box 5002, Carol Stream, Illinois 60197, for a contract total not to exceed \$40,000.00.

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

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 24-2019	RFP, BID, QUOTE OR RENEWAL #: #21-104-IT	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/06/2024	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$80,000.00
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: AT&T Corp	VENDOR #: 10008	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Glenn Shine	VENDOR CONTACT PHONE: 630-718-1569	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: gs0293@att.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Requesting a purchase order for Telecommunication Services-Traffic Signals, for the Division of Transportation, for a contract not to exceed \$40,000, through March 31, 2026.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Telecommunication Services are necessary for the day-to-day operations of the Division of Transportation. Analog business lines are used to communicate with County owned traffic signals.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. PUBLIC UTILITY
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

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

### SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: AT&T Corp	Vendor#: 10008	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address: PO Box 5002	City: Carol Stream	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60197-5002	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 30, 2024	Contract End Date (PO25): Mar 31, 2026
Contract Administrator (PO25): Kathleen Black Curcio			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		DOT Telecommunication services-Traffic Signals	FY24	1500	3500	53250		10,000.00	10,000.00
2	1	EA		DOT Telecommunication services-Traffic Signals	FY25	1500	3500	53250		20,000.00	20,000.00
3	1	EA		DOT Telecommunication services-Traffic Signals	FY26	1500	3500	53250		10,000.00	10,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 40,000.00

<b>Comments</b>	
HEADER COMMENTS	Provide comments for P020 and P025. Purchase order for Telecommunication Services-Traffic Signals, for the Division of Transportation, for a contract total not to exceed \$40,000.
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. Send copy of PO to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

<b>Customer</b>	<b>AT&amp;T</b>
Dupage County Street Address: 421 N. County Farm Road City: Wheaton State/Province: IL Zip Code: 60187 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Joe Bulaga Title: Telecommunications Manager Street Address: 421 N. County Farm Road City: Wheaton State/Province: IL Zip Code: 60187 Country: USA Telephone: 6304075151 Fax: Email: joseph.bulaga@dupageco.org	Name: Glenn Shine Street Address: 20 N. Main Street City: Lombard State/Province: IL Zip Code: 60148 Country: USA Telephone: 630.718.1569 Fax: Email: gs0293@att.com Sales/Branch Manager: Dierkes SCVP Name: Argy Sales Strata: LED Sales Region: East <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: <b>Signature on File</b>	By: <b>Signature on File</b>
Printed or Typed Name: Joseph Bulaga	Printed or Typed Name: Marianna Armstrong
Title: Telecommunications Manager	Title: Contractor Contract Specialist as signer for AT&T
Date: 2/14/2024	Date: 14 Feb 2024

VV3121

<i>For AT&amp;T internal use only</i>	
Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTNs.	

COMPLETELINK® 2.0  
 AT&T ILEC Confirmation of Service Order  
 Provided Pursuant to Standard Service Publication Rates and Terms

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ar/index.html">http://cpr.att.com/guidebook/ar/index.html</a>
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a>
<input checked="" type="checkbox"/> AT&T Illinois	AT&T Illinois Guidebook, including Part 4 Section 5	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ks/index.html">http://cpr.att.com/guidebook/ks/index.html</a>
<input type="checkbox"/> AT&T Michigan	AT&T Michigan Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mo/index.html">http://cpr.att.com/guidebook/mo/index.html</a>
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<input type="checkbox"/> AT&T Texas	AT&T Texas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/wq/index.html">http://cpr.att.com/guidebook/wq/index.html</a>

2. TERM and EFFECTIVE DATES

Term:	2 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 12,000 / \$ 1,750
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount (applies to Eligible services and may not exceed the Maximum Annual Discount)			
1 Year Term	1 Year Term	2 Year Term	2 Year Term
2% – MARC \$1,200	6% – MARC \$50,000	3% – MARC \$1,200	7% – MARC \$50,000
2% – MARC \$3,000	7% – MARC \$75,000	3% – MARC \$3,000	8% – MARC \$75,000
3% – MARC \$7,000	8% – MARC \$100,000	4% – MARC \$7,000	9% – MARC \$100,000
4% – MARC \$12,000	8% – MARC \$125,000	5% – MARC \$12,000	9% – MARC \$125,000
4% – MARC \$18,000	9% – MARC \$150,000	5% – MARC \$18,000	10% – MARC \$150,000
5% – MARC \$25,000	10% – MARC \$200,000	6% – MARC \$25,000	11% – MARC \$200,000
5% – MARC \$35,000		6% – MARC \$35,000	

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 AT&T ILEC Confirmation of Service Order  
 Provided Pursuant to Standard Service Publication Rates and Terms

**Business Access Line Rates:**

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$44.00
KS - EAS	\$51.00
CA, IL, MI, OH, WI	\$33.00

**PBX Analog Trunk Discounts:**

State	1 Year	2 Year
AR, KS, MO, OK, TX	10%	10%

Optional Features: Optional Features Discount (applies to Central Office Optional Features as described in the applicable Service Publication)	Discount
	40%

**Local Usage Rates/Discounts:**

State	Per Minute Rate	
	1 Year	2 Year
CA - Zone 1	\$0.019	\$0.019
CA - Zone 2	\$0.019	\$0.019
CA - Zone 3	\$0.024	\$0.024
IL - Band A	\$0.016	\$0.016
IL - Band B	\$0.034	\$0.034
IL - Band C	\$0.055	\$0.051

State	Per Message Rate	
	1 Year	2 Year
MI	\$0.090	\$0.090
OH	\$0.070	\$0.070
WI	\$0.110	\$0.110

**Local Usage Service Level Discount:** For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

State	Discount
MI	35%
OH	15%
WI	30%

**Rates – IntraLATA/Local Toll Per Minutes of Use (MOU) - Intrastate:**

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.055	\$0.054
AR, KS, MO, OK, TX	\$0.100	\$0.100
CA	\$0.060	\$0.060

**Rates – IntraLATA Long Distance Usage Per Minutes of Use (MOU) - Interstate:**

State	1 Year	2 Year
IL, IN, MI, OH, WI	\$0.120	\$0.115



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 Provided Pursuant to Standard Service Publication Rates and Terms

**5. SHORTFALL CHARGE**

<b>Shortfall Charge:</b>	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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**6. EARLY TERMINATION CHARGE**

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><u>With No IL BTNs</u></p> <ul style="list-style-type: none"> <li>• 50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term</li> </ul> <p><u>With IL BTNs</u></p> <ul style="list-style-type: none"> <li>• MARC is prorated for amount of MARC Eligible Charges in IL and outside IL                             <ul style="list-style-type: none"> <li>○ For IL BTNs, IL MARC Termination Charge; plus</li> <li>○ For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term</li> </ul> </li> </ul>
IL	<ul style="list-style-type: none"> <li>• the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)</li> </ul>

**7. BILLING TELEPHONE NUMBER (BTN) LIST**

<b>Eligibility:</b> (max. of 1,000 BTNs)	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> <li>• must be valid business lines;</li> <li>• may not be Consolidated or Special Bill Numbers;</li> <li>• may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers</li> <li>• are all of the BTNs intended by Customer to be included on Effective Date</li> </ul> <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&amp;T Sales Contact.</p>
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BTN List follows

COMPLETELINK® 2.0  
 AT&T ILEC Confirmation of Service Order  
 Provided Pursuant to Standard Service Publication Rates and Terms

**BTN LIST**

<b>Main BTN, with area code and customer code:</b>	6302601689100	<b>State of Main BTN:</b> (ex: IL)	IL
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Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)	Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: IL)
6302601689100	IL	6307391051393	IL		
6302507494859	IL	6307520720529	IL		
6302958586588	IL	6307739952164	IL		
6303228964325	IL	6309647207200	IL		
6303230053447	IL	6309647503053	IL		
6303230677601	IL	6309854802803	IL		
6303231257950	IL	6309166015558	IL		
6303501365902	IL	6309166594630	IL		
6303558883144	IL	6309634773427	IL		
6303724186753	IL	6309636444407	IL		
6304283150663	IL	6309638751096	IL		
6304629965673	IL	6309638752952	IL		
6304696580023	IL	6309638754591	IL		
6304992556655	IL	6309640953248	IL		
6304997510473	IL	6309861397950	IL		
6306161745049	IL				
6306200082019	IL				
6306279712502	IL				
6306531921338	IL				
6306532760185	IL				
6306536505441	IL				
6306538662529	IL				
6306548535787	IL				
6306550951803	IL				
6306656563944	IL				
6306682161827	IL				
6307370635150	IL				



# 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: 07/20/24

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

Company Name: <u>AT&amp;T</u>	Company Contact: <u>Glenn Shine</u>
Contact Phone: <u>630-718-1569</u>	Contact Email: <u>gshine@att.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Glenn Shine

Title CSE 3

Date 07/20/24

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



## Change Order

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

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**File #:** 24-2017

**Agenda Date:** 8/6/2024

**Agenda #:** 7.A.

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DT-P-0154A-22  
AMENDMENT TO RESOLUTION DT-P-0154-22  
AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND KNIGHT E/A, INC.  
PROFESSIONAL PHASE II DESIGN ENGINEERING SERVICES  
FOR IMPROVEMENTS ALONG CH 21/FABYAN PARKWAY  
FROM ILLINOIS ROUTE 38 TO THE COUNTY LINE  
SECTION 08-00210-03-FP  
(INCREASE \$76,405.80 +10.48%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0154-22 on May 10, 2022, which approved a Local Public Agency Engineering Services Agreement between the County of DuPage and Knight E/A, Inc. (hereinafter referred to as CONSULTANT), to provide Professional Phase II Design Engineering Services for improvements along CH21/ Fabyan Parkway, from Illinois Route 38 to the County Line, Section 08-00210-03-FP; (hereinafter referred to as the AGREEMENT); and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is \$728,648.86; and

WHEREAS, it has been determined during the environmental coordination of the project, that IDOT instituted work restrictions on part of the project site due to proximity to a detention pond used by a threatened and endangered common gallinule. This restriction requires major changes to the maintenance of traffic plans, which was not expected; and

WHEREAS, during the land acquisition process, the property owner requested impacts to their business sign and retaining walls be avoided. This work requires a redesign of the proposed curb line and storm sewer and changes to the proposed plans. All of this work is not included in the original scope of the contract; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$76,405.80 resulting in an amended contract total amount of \$805,354.66.

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board adopt this Amendment to Resolution DT-P-0154-22, issued to Knight E/A, Inc., to increase the contract in the amount of \$76,405.80, resulting in an amended contract total amount of \$805,354.66, an increase of 10.48%, and

BE IT FURTHER RESOLVED that one (1) original copy of this amending Resolution and AGREEMENT be sent to the STATE and one (1) original copy of this amending Resolution and AGREEMENT be sent to the CONSULTANT, by and through the DuPage County Division of Transportation.

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

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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: Jul 19, 2024

MinuteTraQ (IQM2) ID #: 24-2017

<b>Purchase Order #:</b> 5805-1-SERV	<b>Original Purchase Order Date:</b> May 10, 2022	<b>Change Order #:</b> 3	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> Knight E/A, Inc.		<b>Vendor #:</b> 11046	<b>Dept Contact:</b> Kathleen Black Curcio
<b>Background and/or Reason for Change Order Request:</b>	Professional Phase II Design Engineering Services for CH21 / Fabyan Parkway from IL38 to County Line. Section #08-00210-03-FP. Increase contract encumbrance (LN4-FY24) \$76,405.80.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$728,948.86
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$728,948.86
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$76,405.80
E	New contract amount (C + D)	\$805,354.66
F	Percent of current contract value this Change Order represents (D / C)	10.48%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	10.48%

**DECISION MEMO NOT REQUIRED**

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

Change budget code from: \_\_\_\_\_ to: \_\_\_\_\_

Increase/Decrease quantity from: \_\_\_\_\_ to: \_\_\_\_\_

Price shows: \_\_\_\_\_ should be: \_\_\_\_\_

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

**DECISION MEMO REQUIRED**

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

Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount     
  Funding Source 1500-3550-54040

OTHER - explain below: \_\_\_\_\_

kbc	6892	Jul 19, 2024	WCE	6890	7/22/2024
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



# Decision Memo

## Procurement Services Division

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

Date: Aug 6, 2024

File ID #: 24-2017

Purchase Order #: 5805

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: daniel.nowak@dupagecounty.gov	Contact Phone: 6909
Vendor Name: Knight E/A, Inc.	Vendor #: 11046

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

The County has determined that the contract issued to Knight E/A, Inc. for Professional Phase II Design Engineering Services for the CH 21 / Fabyan Parkway from IL 38 to County Line requires additional work beyond the original scope of the project resulting in an increase to the contract in the amount of \$76,405.80.

Increase the upper limit of the contract by \$76,405.80.

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

The Fabyan Parkway - IL 38 to County Line project is progressing through Phase II engineering. During the environmental coordination of the project, IDOT instituted work restrictions on part of the project site due to proximity to a detention pond used by a threatened and endangered common gallinule. This restriction requires major changes to the maintenance of traffic plans, which was not expected by Knight E/A. Additionally, during the course of the land acquisition process, the property owner requested impacts to their business sign and retaining walls be avoided. This work requires a redesign of the proposed curb line and storm sewer and changes to the proposed plans, which was also not expected by Knight E/A. All of this work is not included in the original scope of the contract.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 24 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and understanding key issues of the project, experience of the firm and key personnel on similar projects, and any strategies to ensure timely completion of the phase I updated and design phase are met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Knight E/A, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

1. Supplement the contract to Knight E/A, Inc. This is the recommended option.
2. Contract with another firm. Not recommended due to staff's determination that Knight E/A, Inc. is the most qualified to perform this work and has been awarded a design engineering contract for this work.
3. Do not supplement the current contract. Not recommended as the DOT does not possess the staff resources or the technology to perform this work and must contract for these services.

**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.

The FY24 fiscal impact for this supplement is anticipated to be \$76,405.80. The DOT has sufficient funds to account for this increase.

## SCOPE OF WORK

Proposed improvements to Fabyan Parkway (CH 21) from IL 38 to the County Line, Section 08-00210-03-FP, are anticipated to include two 12-foot thru lanes in each direction separated by an 18-foot barrier median, with dual left turn lanes and a right turn lane in both directions at the intersection of Fabyan Parkway and Technology Boulevard. Additional scope includes a multi-use path on the south side of Fabyan Parkway between Technology Boulevard and McChesney Road, a combination of open and closed drainage, and the replacement of the double box culvert at Kress Creek.

The proposed limits of construction will extend from approximately eight hundred feet west of IL 38 to the DuPage/Kane County line. The limits of improvement measure approximately 8,000 feet.

During the development of the Phase II plans, after the preliminary submittal, a letter from the National Resource Review (NRR) was received. The letter dated, June 15, 2023, stated that no construction could occur “along Fabyan Parkway on both the north and south sides of Fabyan Parkway starting 200 feet west of detention pond SF-10 west boundary to 200 feet east of SF-10 east boundary from April 15th through August 31st of any construction year.” This change required conceptual redesign of the maintenance of traffic plan in order to accommodate this change. This requirement was ultimately revised (see next paragraph), however conceptual effort was made to accommodate this change.

A revised NRR letter dated July 26, 2023 was received which revised the construction limitations to “avoid all work on and along Fabyan Parkway beyond 50 feet north of the centerline of Fabyan Parkway, from Station 96+00 to Station 111+00 from April 15th through August 31st of any construction year. Staging and vehicle parking shall not occur in this area during April 15th through August 31st of any construction year.” This change required a new approach to staging the construction and plans had to be revised a second time.

During the development of the Phase II plans, the Jurisdictional Determination expired and requires resubmitting and/or engineers opinion. Knight will coordinate with the ACOE to determine how to proceed. A new JD submittal or an engineers opinion will be required to proceed.

During the development of Phase II plans, DuPage County requested the temporary easements and proposed right of way be evaluated to limit the amount of property takes at multiple locations. Knight will analyze these locations and provide revised proposed right of way and temporary easements where appropriate.

During the development of Phase II plans, DuPage County requested Knight to analyze the Fabyan Boulevard and Technology Boulevard intersection geometry to determine if modifications to the geometry could avoid impacts to the DuPage County Technology Park signage and retaining walls. Upon determining it was possible to redesign the intersection geometry, plans and quantities were updated to reflect the geometric revisions.

Knight proposes to perform the following supplemental Phase II Engineering services. These services are in addition to the services provided in the original agreement dated May 10, 2020. The attached Workhour Estimate and CECS provide additional detailed information in a similar order as provided below.



## Phase II Plan Development

A detailed workhour estimate for “Phase II Plan Development and Other Phase II PS&E Tasks” is included herein that provides brief remarks for any contract documents affected by the NRR letter revisions and other tasks.

The Supplemental Phase II scope will include preparation of engineering plans, specifications and estimates for the following task related to the two NRR letters received.

- 1) Conceptual change due to first NRR letter received
  - a. Meetings with Construction staff to discuss means and methods
  - b. Initial drafting of conceptual plans
- 2) Conceptual change due to second NRR letter
  - a. Meeting with Construction staff to discuss means and methods
  - b. Initial drafting of conceptual models
  - c. General notes, typical sections, plan sheet revisions, and details for the new MOT concept

**Deliverables: Revised MOT plans in conformance with the second NRR letter’s restrictions on construction.**

## Design, Permitting and Coordination

**Jurisdictional Wetland Determination:** The approved wetland jurisdictional determination (JD) for this project area, issued on March 16th, 2021, is no longer valid. Knight will coordinate with the Army Corp of Engineers (ACOE) with determining procedures going forward up to and including a new JD submittal if required. In the event that a new JD is not required, Knight environmental staff will give their professional opinion on the JD status of the wetlands which will allow the design to proceed.

**Deliverables: Knight will provide its professional opinion on the jurisdictional status of the wetland sites on the project.**

**NWP 14 Pre-construction Notification:** Knight will prepare a pre-construction notification (PCN) to submit to the ACOE as require under Nationwide Permit 14 for impacts to jurisdictional waters of the U.S. The PCN will include wetlands and waterbodies assumed to be jurisdictional based on Knight environmental staff’s professional opinion and coordination with the ACOE. The PCN will quantify jurisdictional wetland impacts and request authorization for those impacts under NWP 14.

**Deliverables: Knight will submit a PCN for the Project to the ACOE requesting authorization under NWP 14.**

**Proposed R.O.W. and Easements:** Knight was asked to investigate the proposed right of way and temporary easements at the following locations for the potential of reducing the take areas of the following parcels:

Parcel 0004

Station 55+00 to 57+00, south proposed right of way

Station 57+00 to 63+75, south proposed right of way and temporary easement

Parcel 0005

Revise proposed right of way to not cover the existing sign and walls

Parcels 0013 and 0014

Station 108+00 to 109+50 field entrance location change

Knight will investigate the need for the right of way and easements and make adjustments to the plans for areas taken to reduce the total take where appropriate. Updated plats and legals will be provided by American Surveying and Engineering utilizing existing budget.

**Deliverable: Revised plans showing the new right of way and easements. Updated signed plat and legal (by ASE).**

**Revisions to Fabyan/Technology Boulevard Intersection Geometry:** Knight will investigate the potential to revise the intersection geometry to allow for 5 feet of clear space between the existing signs and retaining walls and still allow for all design vehicle turning movements. Work will include revising the curblineline geometry, preparing auto-turn exhibits, revising roadway, drainage, traffic signal, MOT, pavement marking, erosion control, seeding, and cross section plans and the associated quantities. Specifications will be reviewed and updated to reflect any changes as necessary. This work will be incorporated into an updated Pre-Final submittal to be reviewed by DuPage County.

**Deliverables:** Updated plans, specifications, and quantities reflecting the changes made to the intersection as described above.

### **As-Needed**

As-Needed work is provided for future out of scope work. This work shall require prior authorization by DuPage County before being used.

### **Assumptions**

All assumptions from the original agreement are still in effect. There are no new general assumptions, other than what is outlined in the proposed items above.

### **QC/QA**

All work shall be completed to meet current IDOT and DuPage County policies, procedures and standards and reviewed according to Knight quality control and quality assurance procedures.

**Payroll Escalation Table**  
**Fixed Raises**  
**DLM 2.80**

FIRM NAME: Knigh E/A, Inc.  
 PRIME/SUPPL: Prime  
 ROUTE: Fabyan Pkwy (CH 21)  
 SECTION: 08-00210-03-FP  
 COUNTY: DuPage

DATE: 06/27/24  
 PTB NO. N/A

CONTRACT TERM 24 MONTHS  
 START DATE 6/1/2024  
 RAISE DATE 1/1/2025

OVERHEAD RATE 141.08%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 3.00%

6/1/2024 - 1/1/2025
---------------------

1/2/2025 - 1/1/2026
---------------------

1/2/2026 - 6/1/2026
---------------------

--

7
24

12
24

5
24

--

29.17%

51.50%

22.10%

The total escalation for this project would be: **2.77%**









**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
Knight E/A, Inc.	N/A	N/A
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date <u>06/27/24</u>		

Consultant  
n/a

Item	Allowable	Utilize	Quantity	Contract Rate	Total
		W.O. Only	J.S. Only		
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
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"/>			





**Direct Costs Sheet**

**Knight E/A, Inc**  
**Fabyan Parkway**  
**6/27/2024**

<b>Mileage and Tolls</b>					
<b>Task</b>	<b>No. of Trips</b>	<b>Miles (Round Trip)</b>	<b>Total Miles</b>	<b>Tolls/trip</b>	<b>Total Tolls</b>
Vehicle Rental					
Site Vists			0		0
<b>Total</b>			<b>0</b>		<b>\$ -</b>

<b>Printing and Reproduction</b>									
<b>Submittals</b>	<b>24" x 36"</b>			<b>11x17</b>			<b>8-1/2" x 11"</b>		
	<b>#</b>	<b>Sets</b>	<b>Total</b>	<b>#</b>	<b>Sets</b>	<b>Total</b>	<b>#</b>	<b>Sets</b>	<b>Total</b>
<b>Utility Coord Plan Sets</b>									
Final Plans									
<b>Dist 1 Review Plan Sets</b>									
Preliminary Plan Set									
Pre-Final Plan Set									
Final Plan Set									
<b>Special Provisions</b>									
Preliminary Submittal									
Pre-Final Submittal									
Final Plan Submittal									
<b>Total</b>			<b>0</b>			<b>0</b>			<b>0</b>
<b>Cost/Sheet</b>						\$ 0.20			\$ 0.10
<b>Total Cost</b>						\$ -			\$ -
<b>Total</b>									\$ -

<b>Equipment Rental</b>	<b>Number of Visits</b>	<b>Cost/Visit</b>	<b>Total</b>
GPS Locators for Wetland Delineations	1	\$302.86	\$302.86

**Workhour Estimate**

**Fabyan Parkway (CH 21)**

Type of Work: Phase II Engineering  
 Route: Fabyan Parkway (CH 21)

Location: IL 38 to DuPage/Kane County Line Interchange  
 Section: 08-00210-03-FP

Task Item	Shts	Hours	Workhour Calculations/ Remarks
<b>A) Phase II Plan Development</b>			
1) Cover Sheet, Index, Standards			
2) General Notes, Legend, Mix Req's, Commitments			
3) Summary of Quantities			
4) Typical Sections			
5) Schedule of Quantities			
6) Survey Layout Information (Alignments, Ties, BM's)			
7) Removal Plans			
8) Plan and Profile Sheets (Roadway)			
9) Traffic Control (Staging) Plans	15	75	1 Narrative, 2 typical cross sections, 12 plan sheets = 15 x 5 hrs/sheet
9a) MOT staging Coordination for NRR Letters	n/a	100	Two concept developments 4 ppl (1 junior engineer, 1 mid level engineer, 2 senior engineers) x 10hr for 1st concept = 40hrs and x 5 hours for second concept = 20 hours, Construction Engineer for method of construction of culvert = 4hr/concept x 2 concepts = 8 hrs, Culvert installation design and coordination with Structural Engineer 8 hrs/concept x 2 concepts = 16 hrs, Coordination with DuPage County 8 hr/concept x 2 concepts = 16 hrs
10) Detour Plans			
11) Soil Erosion and Sediment Control Plans			
12) Drainage and Utilities Plans (Roadway)			
13) Plan Details for Compensatory Storage Areas			
14) Right-of-Way Plans			
15) Intersection and ADA Ramp Details			
16) Superelevation Details			
17) Pavement Marking and Signing Plans			
18) Landscaping Plans			
19) Traffic Signal Plans			
20) Temporary Traffic Signal Plans			
21) Traffic Signal Interconnect Plans			
a) Scenario #1: Cellular Install			
b) Scenario #2: Fiber West to Kautz Road			
c) Scenario #3: Fiber East to Private Drive			
22) Lighting Plans			
a) Lighting Design			
b) Cable/Conduit Layout and Design			
c) Plans Sheets			
d) Wiring and Diagram Details			
e) Controller and Panel Equipment Details			
f) Light Foundation and Anchor Bolt Details			
g) Misc Electrical Details			
23) Temporary Lighting Plans			
24) Bridge Plans			
25) Wetland Details			
26) Culvert Plans			
27) Misc Details			
28) Cross Sections			
29) Highway Standards			
<b>Sub-total A)</b>	<b>15</b>	<b>175</b>	

## Workhour Estimate

## Fabyan Parkway (CH 21)

Type of Work: Phase II Engineering  
Route: Fabyan Parkway (CH 21)

Location: IL 38 to DuPage/Kane County Line Interchange  
Section: 08-00210-03-FP

Task Item	Shts	Hours	Workhour Calculations/ Remarks
<b>B) Other Phase II PS&amp;E Tasks</b>			
1) Quantity Calculations			
2) Special Provisions			
3) Estimate of Cost			
4) Estimate of Time			
5) Site Visits			
6) Phase III Consultation			
<b>Sub-total B)</b>		<b>0</b>	
<b>C) Plats and Legal Descriptions</b>			
1) Refine/Finalize Pr ROW and Easement Limits			
2) Land Boundary/Owner Research, Field Monument Verif			
3) Title Commitments			
4) Prepare ROW and Easement Plats			
5) Prepare ROW and Easement Legal Descriptions			
6) Monument all Permanent Parcels and Permanent Easements			
7) Coordination of Land Acquisition Services			
<b>Sub-total C)</b>		<b>0</b>	
<b>D) Appraisal, Appraisal Review and Negotiation</b>			
1) Appraisal Services			
2) Review Appraisal Services			
3) Negotiation Services			
4) Parcel Acquisitions & Close-out Services			
5) Coordination of Land Acquisition Services			
<b>Sub-total D)</b>		<b>0</b>	
<b>E) Design, Permitting and Coordination</b>			
1) Coordinate Intersection and Traffic Signal Impacts at IL 38			
2) Pre-Construction Informational Meeting			
3) Utility Coordination			
4) Pavement Design			
5) Guardrail LON Assessment/Calculations			
6) US Army Corps Regional Permit Application			
7) Storm Water and Floodway Permitting			
8) IEPA Notice of Intent (NOI) and SWPPP			
9) DuPage County Coordination Meetings (assume 3 mtg)			
10) IDOT Local Roads Coordination Meeting			
11) CCDD Evaluation/Coordination			
12) Jurisdiction Wetland Determination Updates		30	JD Wetland determination meetings/discussions/corespondence, and professional opinion memo: 30 hours
13) Proposed R.O.W. and Easements		25	Design changes, meeting to discuss, revisions, updates to the plans/callouts
14) Fabyan/Technology Boulevard Intersection		40	Coordination, revised geometry, autoturn exhibits, plan and quantitty updates
<b>Sub-total E)</b>		<b>95</b>	
<b>F) As-needed</b>			
15) As needed hours (to be authorized by DuPage County)		154	Hours to be authorized for use by DuPage County for out of scope items

**Workhour Estimate**

**Fabyan Parkway (CH 21)**

Type of Work: Phase II Engineering  
 Route: Fabyan Parkway (CH 21)

Location: IL 38 to DuPage/Kane County Line Interchange  
 Section: 08-00210-03-FP

Task Item	Shts	Hours	Workhour Calculations/ Remarks
<b>Totals</b>			
1) Sub-total (A) thru (E)	15	424	
2) Admin/ Management	----	18	Figure 4% of Sub-total (A) thru (F)
3) QC/QA	----	18	Figure 4% of Sub-total (A) thru (F)
<b>Grand Total</b>	<b>15</b>	<b>460</b>	



# 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: Jun 28, 2024

Bid/Contract/PO #: 08-00210-03-FP

Company Name: Knight E/A, Inc.	Company Contact: Melissa Mulhern
Contact Phone: 312 577-3306	Contact Email: mmulhern@knightea.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

Melissa Mulhern

Title

Chief Financial Officer

Date

Jun 28, 2024

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



## Transportation Resolution

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

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**File #:** DT-R-0029-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.A.

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AWARDING RESOLUTION  
TO H & H ELECTRIC COMPANY  
LED TRAFFIC SIGNAL HEAD REPLACEMENT  
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY  
SECTION 24-TSUPG-08-GM  
(COUNTY COST: \$329,999.42)

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 LED Traffic Signal Head Replacement at various intersections within DuPage County, Section 24-TSUPG-08-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

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

WHEREAS, the contract proposal set the maximum award amount at \$330,000 and specifies the County will not award the Contract to any bid with a base bid greater than the Contract Award Limit, \$330,000; and

WHEREAS, Meade, Inc.'s Base Bid \$376,140, which caused Meade's Bid to be non-responsive; and

WHEREAS, H & H Electric Company provided a responsive bid with a Base Bid of \$253,703.78, enabling the County of DuPage to have the additional work completed in Alternates A, B and C, equaling a total of \$329,999.42; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to H & H Electric Company for its submission of the lowest, most responsible bid in the amount of \$329,999.42, for the Base Bid work along with Alternates A, B and C.

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

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

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

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

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

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

JEAN KACZMAREK, COUNTY CLERK

**DU PAGE COUNTY  
DIVISION OF TRANSPORTATION**

DUPAGE COUNTY  
DIV. OF TRANSPORTATION

2024 JUN 25 PM 2:00

**OPENING OF PROPOSALS**

Tuesday June 25, 2024  
2:00 PM

Various, Various  
Section 24-TSUPG-08-GM

Engineer's Estimate Base: \$254,803  
 Engineer's Estimate Alternate A: \$39,732  
 Engineer's Estimate Alternate B: \$21,302  
 Engineer's Estimate Alternate C: \$25,124  
 Engineer's Estimate Alternate D: \$18,222  
 Engineer's Estimate Alternate E: \$21,636  
 Engineer's Estimate Alternate F: \$25,934

BIDDER	√	BID AMOUNT
Meade		Base \$376,140.00
	-	Alternate A <del>\$56,410.00</del>
	-	Alternate B 26,690.00
	-	Alternate C 34,010.00
		Alternate D 21,445.00
		Alternate E 26,905.00
		Alternate F 33,890.00
H&H Electric		Base \$253,703.78
	-	Alternate A 36,384.84
	✓	Alternate B 16,107.28
	✓	Alternate C 23,803.52
		Alternate D 12,566.48
		Alternate E 16,216.49
		Alternate F 21,856.08
		Base
		Alternate A
		Alternate B
		Alternate C
		Alternate D
		Alternate E
		Alternate F

*\$493,250.00*

*\$329,999.42*

√ Proposal includes the following:

- Addenda (if any)



# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

41 kbe  
38

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
07/19/2024	421 N. County Farm Road	NAME	
DATE	Wheaton, IL 60187	ADDRESS	
	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			11042		11/30/2026		11/30/2027		Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT		UNIT PRICE	EXTENSION	
LN1 (FY24)-1500-3550-54050				VVTSUPG		LED Traffic Signal Head Replacement at Various Locations			9,000.00	
LN2 (FY25)-1500-3550-54050				VVTSUPG		Section 24-TSUPG-08-GM			320,999.42	
<b>TOTAL</b>									<b>\$329,999.42</b>	

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

COMMITTEE APPROVAL	DATE
Transportation	08/06/24
County Board	08/13/24

**DOT TO ISSUE FORMAL NOTICE TO PROCEED**

**DO NOT SEND PO**

HEADER COMMENTS

\*\*\*DOT-H&H ELECTRIC - 24-TSUPG-08-GM \*\*\*

Signature on File

7/22/2024



# 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: 06/24/2024

Bid/Contract/PO #: 24-TSUPG-08-GM

Company Name: <u>H&amp;H Electric Co.</u>	Company Contact: <u>Louie Veneziano</u>
Contact Phone: <u>708-453-2222</u>	Contact Email: <u>louie.veneziano@hh-electric.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, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature Louie Veneziano **Signature on File**

Printed Name President

Title **Signature on File** PRESIDENT

Date 06/24/2024

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



# Transportation Resolution

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

**File #:** DT-R-0030-24

**Agenda Date:** 8/6/2024

**Agenda #:** 8.B.

AWARDING RESOLUTION  
TO ALLIANCE CONTRACTORS, INC.  
2024 RETAINING WALL REPAIR PROGRAM  
SECTION 23-RETWL-04-MS  
(COUNTY COST: \$354,804.00)

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 the 2024 Retaining Wall Repair Program, Section 23-RETWL-04-MS, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

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

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

<u>NAME</u>	<u>BID AMOUNT</u>
Copenhaver Construction	\$435,320.02
Martam Construction, Inc.	\$408,240.00
Alliance Contractors, Inc.	\$354,804.00
; and	

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Alliance Contractors, Inc. for their submission of the lowest responsible bid in the amount of \$354,804.00.

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 Alliance Contractors, Inc., 1166 Lake Avenue, Woodstock, Illinois 60098; and

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

BE IT FURTHER RESOLVED, that the 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 aforesaid contract with Alliance Contractors, Inc.

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

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

DU PAGE COUNTY  
DIVISION OF TRANSPORTATION 2024 JUL 30 PM 2: 00

OPENING OF PROPOSALS

Tuesday, July 30, 2024  
2:00 PM

Var. Structural Rehab. and Replacement  
Section 23-RETWL-04-MS

Engineer's Estimate: \$487,504.00

BIDDER	√	BID AMOUNT
Martam Construction, Inc.		408,240.00
EarthWerks Land Improvement & Development Corp.		NO BID
MYS, Incorporated		NO BID
Copenhaver Construction, Inc.		435,320.02
Alliance Contractors, Inc.		354,804.00

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

kbe

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

07/30/2024

Wheaton, IL 60187

CITY, STATE, ZIP

DATE

CITY, STATE, ZIP

FUND AGENCY			VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB		
			11803	11/30/2026	11/30/2027	Wheaton, IL		
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
100-1500-3500-53320						2024 Retaining Wall Repair Program		354,804.00
						Section Number 23-RETWL-04-MS		
<b>TOTAL</b>								<b>\$354,804.00</b>

VENDOR  
Alliance Contractors, Inc. 1166 Lake Avenue, Woodstock, IL 60098

COMMITTEE APPROVAL	DATE
Transportation	08/06/24
County Board	08/13/24

**DOT TO ISSUE FORMAL NOTICE TO PROCEED**

**DO NOT SEND PO**

HEADER COMMENTS

\*\*\*DOT-ALLIANCE 23-RETWL-04-MS \*\*\*

Signature on File

7/30/2024  
DATE

DEPARTMENT APPROVAL



# Required Vendor Ethics Disclosure Statement

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

Date: 7/30/2024

Bid/Contract/PO #: 23-RETWL-04-MS

Company Name: <u>Alliance Contractors, Inc.</u>	Company Contact: <u>Eric Ruth</u>
Contact Phone: <u>(815) 338-5900</u>	Contact Email: <u>estimating@alliancecontractors.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, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

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

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

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

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

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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

I hereby acknowledge **Signature on File**, and understand these requirements.

Authorized Signat

Printed Name

Eric L. Ruth

Title

President

Date

7/30/2024

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

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**File #:** 24-2021

**Agenda Date:** 8/6/2024

**Agenda #:** 9.A.

---

DT-R-0070A-23  
AMENDMENT TO RESOLUTION DT-R-0070-23  
ISSUED TO H&H ELECTRIC COMPANY  
LED TRAFFIC SIGNAL HEAD REPLACEMENT  
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY  
SECTION 23-TSUPG-07-GM  
(TO INCREASE CONTRACT \$6,340.18; +2.25%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0070-23 on June 13, 2023 which awarded a contract to H & H Electric Company for mast arm replacement and traffic signal modification at various intersections within DuPage County, Section 23-TSUPG-07-GM; and

WHEREAS, the current cost of the PROJECT to the County of DuPage, by and through the Division of Transportation, is \$281,985.59; and

WHEREAS, additional equipment required replacement due to changes in condition since the time the project plans were prepared; and

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

WHEREAS, additional funds are necessary for H & H Electric Company to complete the changes needed in the scope of services; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$6,340.18 in order to complete the changes needed.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-R-0070-23, issued to H & H Electric Company to increase the funding in the amount of \$6,340.18, resulting in an amended contract total amount of \$288,325.77, an increase of 2.25%.

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

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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



# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

49 kb

6474-1-SERV

WHEATON, ILLINOIS 60187

**DT-R-0070-23**

PURCHASE ORDER NO.

REQUISITIONING AGENCY  
DuPage County Division of Transportation

SHIP TO ADDRESS

RESOLUTION NUMBER

NAME  
421 N. County Farm Road  
 ADDRESS  
Wheaton, IL 60187  
 CITY, STATE, ZIP

Same  
 NAME  
 ADDRESS  
 CITY, STATE, ZIP

07/19/2024

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						11042						Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION		
LN1-1500-3550-54050			VV23TSUPG			LED Traffic Signal Head Replacement at Various Locations Section 23-TSUPG-07-GM					281,985.59		
						<b>Amendment - DT-R-0070A-23</b>							
LN1-1500-3550-54040			VV23TSUPG			Increase LN1 +2.25%					6,340.18		
										<b>TOTAL</b>	<b>\$288,325.77</b>		

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

COMMITTEE APPROVAL	DATE
Transportation	08/06/24
County Board	08/13/24

Signature on File

7/22/2024

DEPARTMENT APPROVAL \_\_\_\_\_ DATE

SUPPORTING DATA FOR  
 AMENDMENT TO RESOLUTION DT-R-0070-23  
 TO H&H ELECTRIC COMPANY  
 TRAFFIC SIGNAL HEAD REPLACEMENT  
 AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY  
 SECTION 23-TSUPG-07-GM  
 (TO INCREASE CONTRACT BY: \$6,340.18; +2.25%)

<u>NAME</u>	<u>BID AMOUNT</u>
H&H Electric Company	\$281,985.59
Meade, Inc	\$350,106.45
Home Towne Electric, Inc	No Bid

Current Contract Amount:	\$281,985.59
Increase this Resolution:	\$6,340.18
Percent of Change:	+2.25%
 Increase to Date:	 \$6,340.18
Percent of Change:	+2.25%

Reason for Change:

**Traffic Signal Backplate** **\$1,922.08**

Increase in quantity based on existing field conditions.

**Pedestrian Signal Head 1-Face, Bracket Mounted** **\$1,100.90**

Increase in quantity to replace Pedestrian Signal Heads at Lemont & 97th Street.

**Pedestrian Signal Head 1-Face, Bracket Mounted  
w/ Countdown Timer** **\$2,082.85**

Increase in quantity to replace Pedestrian Signal Heads at Jewell & Pleasant Hill Rd.

**Miscellaneous Additions** **\$1,234.35**

Increases to various pay items based on existing field conditions.

Net Addition:	\$ 6,340.18
New Contract Total Amount:	<u>\$288,325.77</u>



# Required Vendor Ethics Disclosure Statement

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

Date: 07/29/24

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

Company Name: H&H Electric Company	Company Contact: Louie Veneziano
Contact Phone: 708-453-2222	Contact Email: lou@hh-electric.com

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

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

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

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

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

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

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

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

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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

Authorized Signature Signature on File  
 Printed Name Louie Veneziano  
 Title President  
 Date 07/29/24

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



## Transportation Resolution

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

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**File #:** DT-R-0031-24

**Agenda Date:** 8/6/2024

**Agenda #:** 10.A.

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AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND  
ARG DCDARIL001, LLC FOR FUTURE TRAFFIC SIGNAL  
MAINTENANCE RESPONSIBILITIES AT  
CH 33/75<sup>TH</sup> STREET AND LYMAN AVENUE AND AT  
CH33/75<sup>TH</sup> STREET AND FAIRMOUNT AVENUE  
(NO COUNTY COST)

WHEREAS, the COUNTY and RPAI Darien, LLC ("RPAI"), ARG's predecessor-in-interest, previously entered into an agreement (hereinafter referred to as the "PREVIOUS AGREEMENT") executed December 10, 2013, for the maintenance and energy responsibilities for a traffic signal on CH 33/75th Street at Lyman Avenue (hereinafter referred to as the "LYMAN SIGNAL") and a traffic signal at CH 33/75th Street at Fairmount Avenue (hereinafter referred to as the "FAIRMOUNT SIGNAL" and collectively hereinafter referred to as the "SIGNALS"); and

WHEREAS, the PREVIOUS AGREEMENT expired on February 24, 2022, when RPAI sold a substantial portion of the real estate property known as Darien Towne Centre, located at 2189 75th Street, Darien, Illinois, (the "PROPERTY"), legally described on Exhibit A, (attached hereto and incorporated herein), to ARG; and

WHEREAS, the COUNTY and ARG, as successor owner of the PROPERTY have determined that it is in each one's mutual best interest to enter into a new agreement for the continued maintenance and energy responsibilities and future modernization/reconstruction costs of said SIGNALS (hereinafter "AGREEMENT"); and

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

WHEREAS, attached hereto is the AGREEMENT which outlines the rights and responsibilities of the COUNTY and ARG; and

WHEREAS, the AGREEMENT must be executed to define the rights and responsibilities of the COUNTY and ARG related to the SIGNALS.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Clerk and Chair of said Board be hereby directed and authorized to execute the above referenced Agreement with ARG; and

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

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

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

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

**AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE  
AND ARG DCDARIL001 LLC  
FOR TRAFFIC SIGNALS  
AT CH 33/75TH STREET AND LYMAN AVENUE  
AND AT CH 33/75TH STREET AND FAIRMOUNT AVENUE**

This Agreement (hereinafter referred to as "AGREEMENT") is executed this \_\_\_\_ day of \_\_\_\_\_, 2024, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and ARG DCDARIL001, LLC, a Delaware limited liability company (hereinafter referred to as "ARG"), with offices c/o Global Net Lease, 650 5<sup>th</sup> Avenue, 30<sup>th</sup> Floor, New York, New York 10019.

**RECITALS**

WHEREAS, the COUNTY and RPAI Darien LLC ("RPAI"), ARG's predecessor-in-interest, previously entered into an agreement (hereinafter referred to as the "PREVIOUS AGREEMENT") executed December 10, 2013, for the maintenance and energy responsibilities for a traffic signal on CH 33/75<sup>th</sup> Street at Lyman Avenue (hereinafter referred to as the "LYMAN SIGNAL") and a traffic signal at CH 33/75<sup>th</sup> Street at Fairmount Avenue (hereinafter referred to as the "FAIRMOUNT SIGNAL" and collectively hereinafter referred to as the "SIGNALS"); and

WHEREAS, the PREVIOUS AGREEMENT expired on February 24, 2022, when RPAI sold a substantial portion of the real estate property known as Darien Towne Centre, located at 2189 75<sup>th</sup> Street, Darien, Illinois, (the "PROPERTY"), legally described on Exhibit A, (attached hereto and incorporated herein), to ARG; and

WHEREAS, the COUNTY and ARG, as successor owner of the PROPERTY have determined that it is in each's mutual best interest to enter into a new agreement for the continued maintenance and energy responsibilities and/or future modernization/reconstruction costs of said SIGNALS; and

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

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

**1.0 INCORPORATION**

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

**2.0 EFFECTIVE DATE**

- 2.1. As of the date of sale of the PROPERTY, February 24, 2022, the PREVIOUS AGREEMENT became null and void in its entirety between the COUNTY and RPAI.
- 2.2 This AGREEMENT is effective once executed by both parties.

**3.0 RESPONSIBILITIES OF THE COUNTY**

- 3.1. The COUNTY shall provide and pay for all costs associated with the maintenance of the LYMAN SIGNAL and the FAIRMOUNT SIGNAL with reimbursement of the FAIRMOUNT SIGNAL maintenance costs by ARG as outlined hereinafter.
- 3.2. The COUNTY retains the right to control and regulate the sequence and all other aspects of phasing and timing of the SIGNALS.
- 3.3. The COUNTY shall remain responsible for all pavement markings concerning the SIGNALS except as outlined hereinafter.

**4.0 RESPONSIBILITIES OF ARG**

- 4.1. ARG shall pay all energy costs and shall be invoiced directly by the energy provider for the SIGNALS.

- 4.2. ARG shall reimburse the COUNTY for the routine maintenance costs including pre-emption equipment, etc. for the FAIRMOUNT SIGNAL by annual invoice from the COUNTY. Routine maintenance shall be invoiced to ARG at the same unit price paid by the COUNTY for the COUNTY Traffic Signal Maintenance Contract in place at the time of the annual invoice.
- 4.3. ARG agrees that non-payment of invoice(s) from the COUNTY related to the FAIRMOUNT SIGNAL within forty-five (45) days of the date of invoice shall be considered reason to remove said FAIRMOUNT SIGNAL, provided that at least sixty (60) days prior to the removal of the FAIRMOUNT SIGNAL, the COUNTY shall give written notice to ARG of the date certain of removal. Costs incurred by COUNTY to remove the FAIRMOUNT SIGNAL shall be 100% reimbursement by ARG. The date that such notice is mailed out by the COUNTY constitutes the date of service to ARG.
- 4.4. ARG agrees that the COUNTY shall repair damages to the SIGNALS caused by motor vehicles or construction activities by others and shall invoice ARG for all said costs not recovered by the COUNTY. COUNTY agrees to execute any necessary documentation subrogating COUNTY's rights to ARG for recovery of said cost.
- 4.5. ARG shall maintain all pavement markings on the approach to the intersection from ARG's entrance (south leg) of Fairmount Avenue for the FAIRMOUNT SIGNAL.

## **5.0 FUTURE MODERNIZATION/RECONSTRUCTION**

- 5.1 If, in the future, it is determined that the FAIRMOUNT SIGNAL requires modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 33/75<sup>th</sup> Street which results in the need to modernize or reconstruct the FAIRMOUNT SIGNAL, the COUNTY shall notify ARG at least three (3) months prior to the improvement to allow ARG to review the cost proposal and budget for the cost. ARG shall have the option to either have the FAIRMOUNT SIGNAL removed at the time of the improvement or pay the cost to upgrade the FAIRMOUNT SIGNAL. All costs, either for the removal of the FAIRMOUNT SIGNAL or the upgrade cost shall be paid by ARG within forty-five (45) days from receipt of a documented invoice from the COUNTY.



## 6.0 INDEMNIFICATION

6.1. The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend ARG, 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.

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

6.2. ARG 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 reasonable 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, ARG'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. ARG does not hereby waive any defenses or immunity available to it with respect to third parties.

6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and

actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 6.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove ARG's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

6.4. 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 ARG, under the law.

6.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided.

## **7.0 ENTIRE AGREEMENT**

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

## **8.0 NOTICES**

8.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by overnight courier, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

### **For ARG:**

ARG DCDARIL001, LLC  
c/o Global Net Lease

650 5th Avenue, New York, New York 10019

Attn: General Counsel and  
Stephanie Drews, Vice President,  
Regional Asset Manager

Phone: 332.265.2020

Email: [PropMgmt@GlobalNetLease.com](mailto:PropMgmt@GlobalNetLease.com) and  
[sdrews@globalnetlease.com](mailto:sdrews@globalnetlease.com)

**with a hardcopy mailed USPS to:**

Lewis Roca  
201 E. Washington Street, 12<sup>th</sup> Floor  
Phoenix, AZ 85004  
Attn: Amy Altshuler, Esq.

**For COUNTY:**

DuPage County Division of Transportation  
421 N. County Farm Road Wheaton, IL 60187  
Attn: William C. Eidson, P.E.  
County Engineer / Acting Director  
Phone: 630.407.6900  
Email: [William.eidson@dupagecounty.gov](mailto:William.eidson@dupagecounty.gov)

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

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

**10.0 NON-ASSIGNMENT**

10.1. Subject to paragraph 10.2 hereinafter, this AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

10.2. In the event ARG, or its successor or assign, sells all or substantially all of the PROPERTY, ARG may, upon written notice to the COUNTY but without the COUNTY's consent, assign all of its interest in and to this AGREEMENT to the purchaser of such PROPERTY.

**11.0 GOVERNING LAW**

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

11.2. 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.

## **12.0 SEVERABILITY**

12.1. 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.

## **13.0 FORCE MAJEURE**

13.1 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 and natural disasters.

## **14.0 BINDING EFFECT**

14.1. The parties hereto agree that this AGREEMENT, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the PROPERTY and once executed by all parties, the COUNTY shall record this AGREEMENT. Notwithstanding anything to the contrary in this AGREEMENT, upon ARG's, or its successor's or assign's, sale of all of its property comprising a part of the PROPERTY, ARG or such successor or assign shall be released from all un-accrued liabilities and other obligations arising under this AGREEMENT from and after the effective day of such sale. Subject to the other provisions hereto, this AGREEMENT shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

(The remainder of this page left intentionally blank)

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

COUNTY OF DuPAGE

ARG DCDARIL001 LLC  
A Delaware limited liability  
company

Signature on File

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

\_\_\_\_\_  
Jesse Galloway  
Authorized Signatory

ATTEST:

ATTEST:

Signature on File

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

\_\_\_\_\_  
Signature *J*  
*Julia GRACE*  
\_\_\_\_\_  
Print Name  
*Associate*  
\_\_\_\_\_  
Title

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, as the \_\_\_\_\_ of the County of DuPage, Illinois, personally known to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, pursuant to their authority, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

My commission expires: \_\_\_\_\_

STATE OF New York )  
 ) SS  
COUNTY OF the Bronx )

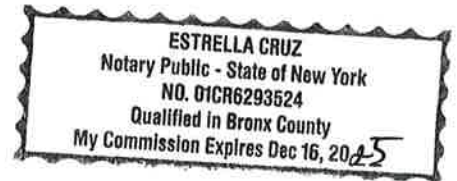
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jesse C. Galloway, as the Authorized Signatory of ARG DCDARIL001, LLC, personally known to me, to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, pursuant to their authority, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18<sup>th</sup> day of June, 2024.

**Signature on File**

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

My commission expires: Dec 2025



**EXHIBIT A**

**Darien Towne Centre**

**Legal Description**

PARCEL 1:

LOT 2 AND LOT 3 IN DARIEN TOWNE CENTRE RESUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 1, LOT 2 AND LOT 4 IN DARIEN TOWNE CENTRE SUBDIVISION RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183593, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2013 AS DOCUMENT R2013-015754, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 9 AND 10 IN DARIEN TOWNE CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183593, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS CREATED BY THE DECLARATION DATED AUGUST 5, 1993 AND RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183596 BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER JUNE 4, 1991 AND KNOWN AS TRUST NUMBER 113974-03 AND WAL-MART STORES, INC. FOR THE PURPOSE OF INGRESS AND EGRESS, UTILITIES, SIGNAGE AND STORMWATER RETENTION.

PARCEL 4:

AN EASEMENT FOR THE BENEFIT OF LOT 2 OF PARCEL 1 AS CREATED BY THE PLAT OF DARIEN TOWNE CENTRE RECORDED AUGUST 17, 1993 AS DOCUMENT R93-183593 FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, MAINTAINING, REPAIRING AND REPLACING A SIGN ON THE NORTH 25 FEET OF THE EAST 25 FEET OF LOT 8 IN DARIEN TOWNE CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-400-033 (LOT 2)                      09-29-400-035 (LOT 3)  
09-29-400-026 (LOT 9)                      09-29-400-027 (LOT 10)