

**AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
OXCART PERMIT SYSTEMS, LLC
FOR OVERWEIGHT/OVER DIMENSION PERMITTING SERVICES**

This agreement (hereinafter referred to as the "AGREEMENT"), made this _____ day of _____, 2025 between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and Oxcart Permits Systems, LLC, an Illinois limited liability corporation, licensed to do business in the State of Illinois, with offices at 440 W. Colfax, Suite 2384, Palatine, Illinois (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires overweight / over dimension permitting services (hereinafter referred to as "SERVICES"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such permitting services and is willing to perform the required services at no cost, as a pass-through service to the COUNTY.

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

1.0 INCORPORATION AND CONSTRUCTION

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work and Fee Schedule, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the SERVICES.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.
- 2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.1, 7.1, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical tasks or work under the terms of this AGREEMENT.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 24.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the SERVICES.

5.0 TIME FOR PERFORMANCE

- 5.1 Upon execution of the AGREEMENT, the COUNTY will issue its written Notice to Proceed for December 1, 2025 at the expiration of the current AGREEMENT on November 30, 2025 so the operation of the system will continue without interruption.

5.2 All of the services required hereunder shall be completed within a four-year term by November 30, 2029.

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

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY the deliverables specified in Exhibit A upon execution of this AGREEMENT and shall maintain it throughout the duration of the AGREEMENT as specified in Section 15.0. This will include any updates or revisions to the software system that are developed by the CONSULTANT, upon approval and acceptance by the COUNTY.

7.0 COMPENSATION

7.1. Total payments to the CONSULTANT under the terms of this AGREEMENT are enumerated in Exhibit A. No compensation shall be paid directly from the COUNTY to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability.

An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

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

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

8.1.f. **Cyber Liability Insurance** with minimum limits of two million dollars (\$2,000,000.00) to include the following endorsement:

It is agreed that the County web page hosted by and maintained by CONSULTANT will contain only the information fields listed below, and all the information is available through public websites and entities accessible via the Freedom of Information Act. Any additional information to be included for all or some of the for-hire motor carriers on the website must be contractually agreed to by both the COUNTY and CONSULTANT.

Applicant Name - Trucking Company
Street Address 1
Street Address 2
City
State
ZIP
Contact name
Contact phone number
Contact fax number
Contact email address
Company Website (URL)
USDOT number

Truck specific data (required on the permit by
DuPage County)

Weights
Dimensions
Duration of Permit
Registration (license number)
Load Description
Illinois Department of Transportation Permit
number (if applicable)
Illinois Tollway Authority Permit number (if
applicable)
Routing

The Website will NOT contain any financial or sensitive information, and all information on the website is available through the Freedom of Information Act.

A co-defendant endorsement will be required if the COUNTY and the CONSULTANT agree in writing to amend this AGREEMENT to include any information not available based on the Freedom of Information Act.

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

the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings

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

Neither party shall have liability with respect to its obligations under this AGREEMENT or otherwise for loss of goodwill, or for special, indirect, consequential, or incidental damages, whether arising in tort or in contract.

The total liability of CONSULTANT to the COUNTY in connection with this AGREEMENT will be limited to the costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

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

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the

performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option, up to one (1) year after expiration or termination of the AGREEMENT, have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations including but not limited to the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.).
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

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

14.0 MODIFICATION OR AMENDMENT

- 14.1 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on December 1, 2025 after the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on November 30, 2029, or to a new date agreed upon by the parties.
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2029.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

17.5 In the event there is a conflict between Sections 1 through 24 of this AGREEMENT and any of the attached Exhibit(s), Sections 1 through 24 of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT.

The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

21.0 NOTICES

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

Oxcart Permit Systems, LLC

440 W. Colfax, Suite 2384

Palatine, IL 60078

ATTN: Bryce Baker COO/Member

Phone: 331.205.8180

Email: bbaker@oxcartpermits.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.

Director of Transportation

Phone: 630.407.6900

Email: stephen.travia@dupagecounty.gov

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00a.m.-4:30p.m.CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid;

or (d) served by email transmission during regular business hours (8:00 a.m. – 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

N/A - This section left intentionally blank

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

N/A - This section left intentionally blank

26.0 QUALIFICATIONS

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

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT shall be Bryce Baker, COO/Member, and he shall be considered essential to the work covered under this AGREEMENT. If for

any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit B made a part hereof) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

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

26.4 The CONSULTANT shall require the sub-consultant(s) utilized for the SERVICES to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the SERVICES.

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

COUNTY OF DUPAGE

OXCART PERMIT SYSTEMS, LLC

Signature on file

Deborah A. Conroy, Chair
DuPage County Board

Bryce Baker
COO/Member

10/28/2025

ATTEST BY:

ATTEST BY:

Signature on file

Jean Kaczmarek, County Clerk

Signature

10/28/2025

Signature on file

Print Name

OFFICE MANAGER

Title

EXHIBIT A

SCOPE OF WORK/FEE SCHEDULE

The term "Customer" shall refer to any third-party requesting over-dimension and/or overweight vehicle permits from the County.

1. Oxcart Services.

Oxcart shall develop, establish, set up and maintain an internet application ("County web page"), which shall include but not be limited to the creation of online over-dimension and overweight vehicle permit applications and the processing of said permit applications, for the County for the purposes of accepting over-dimension and overweight vehicle permit applications and payment for such permits as set forth herein, which shall be referred to as the "Service."

- i. All Services provided by Oxcart shall be conducted and accomplished in a professional and workmanlike manner.
- ii. The Service will be made available per the Service Level defined herein below.
- iii. The Service will allow for the acceptance and processing of over-dimension and overweight vehicle permit applications as authorized by the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).
- iv. The Service will be hosted using computer servers contracted by Oxcart.
- v. Oxcart reserves the right to change computer servers and computer server hosting providers at any time with notice provided to the County during the term of this Agreement.
- vi. Oxcart reserves the right to update code and/or security measures at any time without notice during this agreement. Oxcart will maintain a Security Incident Response plan which will be made available to the County for review and in a format acceptable to the County.
- vii. The content of the County web pages within the Service shall be dedicated solely to the County. The content of such pages shall include but not be limited to:
 1. Application fields necessary to receive, pay for, and process a permit.
 2. Maintain user information and icons representative of the County.
 3. Automated permits, in which permits do not need to be reviewed by County, and non-automated permits, in which permits must be reviewed by County, as directed by the County.

4. All credit card processing and customer data shall be protected and completed under the PCI Compliance Statement reviewed and approved by the County.
- viii. The online over-dimension and overweight vehicle permit application will be based upon and processed according to the requirements of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code). If the County's Code is amended, the requirements from the most updated County's Code shall be followed. The Service shall provide the County and Customers with an unlimited number of free user access accounts with which to apply and pay for the issuance of over-dimension and overweight vehicle permits.
- ix. Oxcart shall process all permit applications (both automated and non-automated). Upon receipt of an automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, contact the Applicant with information regarding the approval, denial, or approval with pre-programmed conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit. Upon receipt of a non-automated permit application, Oxcart shall within the time limit set forth in the Service Level section defined herein below, provide the County with all information necessary for the County to review, approve or deny, or establish conditions under which the permit will be granted. Upon the County's review of a non-automated permit application, Oxcart shall contact the Applicant with information regarding the approval, denial, or approval with conditions of the permit, and, upon approval, collect payment for County permit fees and any other applicable fees, and issue the permit.
- x. All payments shall be accepted utilizing an integrated credit card payment processor to accept online payments for the County. In addition to the County permit fee, for each transaction, the credit card payment processor will assess the Customer with a fee calculated on the sum of the total of the maximum County permit fee and the Oxcart Service Fee, plus an additional service fee for each transaction. Payment in full of the County permit fee, the credit card payment processor fee, the transaction fee and the Oxcart Service Fee will be required in order for the Customer to access the approved permit. However, in no event may Oxcart or the County violate the Local Government Acceptance of Credit Card Act (50 ILCS 345/1, *et seq.*)
 1. Oxcart does not set the credit card payment processor fees or transaction fees, which are subject to change at any time with notice. At the time of this Agreement the payment processor fee is 2.9% of the calculated sum of the total of the maximum County permit fee and the Oxcart Service Fee,

plus a \$.30 per transaction fee. Oxcart shall promptly notify the County of changes to these rates as soon as Oxcart becomes aware of the rate change.

2. Upon change of credit card payment processor fees, Oxcart shall update the County web application to reflect the new rates and notify the County of the change.
 3. Oxcart reserves the right to change credit card payment processors at any time with notice to the County.
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- xi. County permit fees shall be collected by Oxcart in accordance with the provisions of the DuPage County Ordinance/Amendments for Overweight/Over-Dimension Truck Permit and Violation Fees (ODT-006D-92) (County's Code).
 - xii. On or before the tenth business day of each month, Oxcart shall transfer to the County through ACH direct deposit or bill payment system through the United States Postal Service all County permit fees for all approved permits for the preceding calendar month. All County permit fees shall be paid in full by Oxcart each month to the County. In addition, by the tenth business day of each month, Oxcart shall transmit by email or United States Postal Service, a report providing the name, address, date of payment, date of permit issuance and County permit fee collected for each permit approved and issued. Such report shall be in a format approved by the County and shall be sent as provided in the NOTICES section of the AGREEMENT.
 - xiii. Oxcart will not disseminate any phone numbers, email addresses or other personal information of Customers other than what is displayed on an approved permit.
 - xiv. Oxcart shall maintain permit data for online access by the County for a minimum of ninety (90) calendar days and allow the County to download County permit data during this time. Oxcart shall maintain the County's permit data for a period of ten (10) years.
 - xv. Oxcart shall maintain complete and accurate books, records and accounts showing the permits issued and its billings for the County permit fees and the permit services provided to the County and the amount collected for County permit fees. Such books and records shall be made available for examination and audit by the County at any time during business hours upon request.
 - xvi. Notwithstanding anything to the contrary in the foregoing, Oxcart is free to upgrade and modify its network, application, and backup infrastructure

pursuant to a Systems Maintenance policy which will be available to the County for review.

- xvii. Oxcart may choose to add standard features and upgrades to the application at no additional charge to the County or Customer. Oxcart shall immediately inform the County of any breach of security or identity theft related to Oxcart's Services under this Agreement.
- xviii. Oxcart is free to market the Service to other organizations, municipalities, and customers without exception or exclusion except at the sole discretion of Oxcart.

2. Payment and Fees for Service.

- i. As full and complete compensation for the Service to be provided hereunder, Oxcart shall assess a Service Fee to the Customer, in addition to the credit card payment processing fees, as provided in Section 1(xi).
- ii. Such Service Fee shall be assessed based upon the cost of the permit applied for and as provided in the following Schedule:

County Permit Fee	Oxcart Fee
\$0.00 - \$49.99	\$5.00 flat fee
\$50.00 - \$99.99	10%
\$100.00 - \$199.99	\$12.50 flat fee
\$200.00 or more	\$15.00 flat fee

- iii. All payments are final and Oxcart will not refund the Customer any monies collected through the credit card payment processor unless the payment was made in error or without authorization, the permit was issued in error or an error occurred which was directly attributable to Oxcart or the credit card payment processor, or the County requests a refund be processed through the credit card processor for an approved permit to which the credit card processor fee assessed to Oxcart will be deducted from the monthly payment to the County. Oxcart may elect to refund monies via check or ACH at its sole discretion, and the County reserves the right to internally issue County permit fee refunds to Customers through their finance department. Oxcart shall provide the County with notice of any payment that is in dispute.
- iv. Once the transaction has been completed and all fees received from the credit card payment processor, Oxcart will not store or retain any Customer financial or credit information.

- v. Within the first twelve (12) months upon execution of this Agreement, Oxcart will seek to develop and implement alternative, online Customer payment methods, including electronic ACH. Both Oxcart and the County agree to negotiate in good faith any addendums for fees which may need to be passed along to the Customer for the cost of new payment methods.

Service Level

Oxcart will use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week. Down time is defined as the period of time over which the County and/or Customers is unable to access the Service due to a failure of Oxcart's application. Oxcart shall provide an accessible toll-free number to Customers 24 hours a day, 7 days a week, with reasonable customer service response available Monday through Friday, 8:00 AM-4:30 PM CST or CDT.

Scheduled maintenance will be performed from time to time as determined by written and available Oxcart policy which may result in the Application being inaccessible to the County and/or Customers. Such scheduled maintenance activates are not considered down time. Care will be taken to minimize impact to the Service during normal business hours, considered as Monday through Friday 7:00 AM to 6:00 PM CST or CDT.

Barring situations listed below which are exempt from this Service Level, information regarding the approval, denial, or approval with pre-programmed conditions of a new automated permit application will be sent by Oxcart to the Customer via email upon submittal of the Application. Non-automated permit applications will be sent by Oxcart to the County for review by the County via email upon submission by the Customer within the Application. Upon the County providing Oxcart information regarding the approval, denial, or approval with conditions of the non-automated permit, Oxcart will provide said information to the Customer via email upon submission.

The following items or situations are exempt from the availability service level commitment:

- Down time resulting from issues with the County's and/or Customer's networks, email servers, email filters, hardware, or software.
- All internet connectivity and infrastructure issues/failures not attributable to Oxcart's facilities or equipment.
- Service or availability issues related to malicious behavior by the County or any of its employees, agents or Customers.
- Attacks by third parties (hacks, viruses, etc.) provided that Oxcart has made commercially reasonable efforts to defend against such attacks.
- Events of force majeure, including acts of war, earthquake, flood, acts of God, etc.

EXHIBIT B

**DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION**

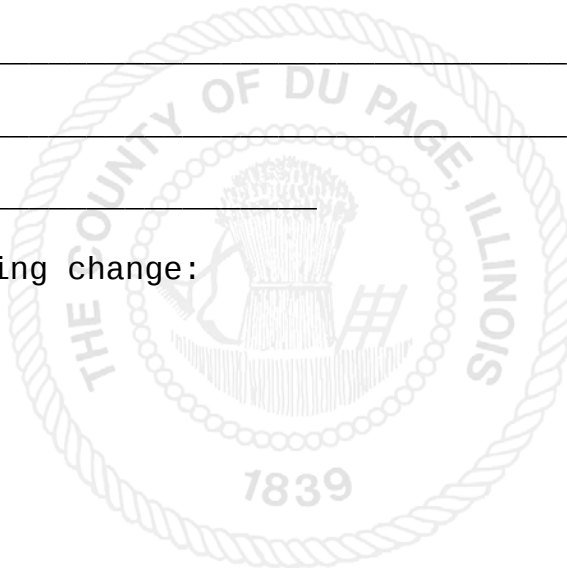
The Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION
that they need to reassign staff for the
_____ SERVICES.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement: _____
(attach resume)

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