



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, April 15, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

25-1093

Public Comment for the Transportation Committee meeting of 4.15.25.

Resident Sharon Keller gave some brief comments about Winfield Road's traffic volume, speeds and noise.

5. APPROVAL OF MINUTES

5.A. 25-1013

DuPage County Transportation Committee Meeting Minutes-April 1, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

6. PROCUREMENT REQUISITIONS

Motion to Combine Items 6.A. through 6.H.

Chair Ozog moved and Member Zay seconded a motion to combine items 6.A. through 6.H. The motion was approved on voice vote, all "ayes".

6.A. 25-0950

Recommendation for the approval of a contract to Complete Fleet Services, Inc., for service repair and parts for diesel trucks and plows, as needed for the Division of Transportation, for the period June 1, 2025 through May 31, 2026, for a contract total not to exceed \$15,000; per lowest responsible bid 22-097-DOT; third and final renewal.

6.B. [25-0975](#)

Recommendation for the approval of a contract to Kevin's Auto & Diesel Repair, for on-call repair service and repair parts for Heavy duty diesel trucks and equipment, as needed for the Division of Transportation, for the period June 1, 2025 through May 31, 2026, for a contract total not to exceed \$15,000; per lowest responsible bid #22-097-DOT, third and final renewal.

6.C. [25-0960](#)

Recommendation for the approval of a contract to Bonnell Industries, Inc., to furnish and deliver Force America parts, as needed for the Division of Transportation, for the period June 1, 2025 through May 31, 2026, for a contract total not to exceed \$25,000; per lowest responsible bid #24-054-DOT; first of three options to renew.

6.D. [25-0921](#)

Recommendation for the approval of a contract to Groot, Inc., to provide refuse disposal and recycling pick-up services, for the Division of Transportation, for the period June 1, 2025 through May 31, 2026, for a contract total amount not to exceed \$25,000; per renewal option under bid #22-026-FM, second of three options to renew.

6.E. [DT-P-0025-25](#)

Recommendation for the approval of a contract to Northern Contracting, Inc., to furnish, deliver, repair and install guardrails, as needed for the Division of Transportation, for the period May 12, 2025 through April 30, 2026, for a contract total not to exceed \$75,000; per lowest responsible bid #25-030-DOT.

6.F. [DT-P-0026-25](#)

Recommendation for the approval of a contract to Haggerty Ford, Inc., to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2025 through May 31, 2026, for a contract total not to exceed \$100,000; per lowest responsible bid #24-039-DOT, first of three renewals.

6.G. [DT-P-0027-25](#)

Recommendation for the approval of a contract to Ciorba Group, Inc., to provide Professional Construction Engineering Services for the 2025 Pavement Maintenance (South) Program, Section 25-PVMTC-25-GM, for the period April 22, 2025 through June 30, 2026, for a contract total not to exceed \$471,773. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

6.H. [DT-P-0028-25](#)

Recommendation for the approval of a contract to Primera Engineers, Ltd., to provide Professional Construction Engineering Services for the 2025 Pavement Maintenance (North) Program, Section 25-PVMTC-24-GM, for the period April 22, 2025 through June 30, 2026, for a contract total not to exceed \$535,843. 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/.01 et seq.

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

7. CHANGE ORDERS

Motion to Combine Items 7.A. through 7.D.

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

7.A. [25-0843](#)

American Surveying & Engineering- PO #3731-1-SERV -Extend contract purchase order for professional right-of-way negotiation services through May 31, 2026.

7.B. [25-0848](#)

Rush Truck Centers of Illinois PO #5896-1-SERV -Extend contract purchase order to furnish and deliver eight (8) plow trucks with snow and ice equipment for the Division of Transportation, through November 30, 2025, and change LN1 and LN2 to FY25.

7.C. [25-0879](#)

Altofer Industries, Inc. PO #6440-1-SERV -Decrease remaining encumbrance and close contract purchase order to furnish and deliver Caterpillar replacement parts and service for the Division of Transportation, contract expired on May 31, 2024.

7.D. [25-0845](#)

Auto Tech Centers, Inc. PO #6295-SERV -Decrease remaining encumbrance and close contract purchase order to furnish and deliver Goodyear tires for the Division of Transportation; contract expired on June 30, 2024.

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

8. AMENDING RESOLUTIONS

Motion to Combine Items 8.A through 8.J.

Chair Ozog moved and Member Zay seconded a motion to combine items 8.A. through 8.J. The motion was approved on voice vote, all "ayes".

8.A. [25-0849](#)

DT-R-0263A-22 – Amendment to Resolution DT-R-0263-22, issued to H & H Electric Company for LED Traffic Signal Head Replacements, Section 22-TSUPG-06-GM, to decrease the funding in the amount of \$1,879.02 and close the contract, resulting in a final County cost of \$296,780.89, a decrease of 0.63%.

8.B. [25-0852](#)

DT-R-0018A-19 – Amendment to Resolution DT-R-0018-19, Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream, for improvements at the intersection of CH 36/Schmale Road and Lies Road, to decrease the funding in the amount of \$7,176.57 and close the contract, resulting in a final County cost of \$9,164.33, a decrease of 43.92%.

8.C. [25-0853](#)

DT-R-0158B-21 – Amendment to Resolutions DT-R-0158A-21 and DT-R-0158-21, issued to Copenhagen Construction for the 2021 Sidewalk Improvements Program, Section 19-SDWLK-04-SW, to decrease the funding in the amount of \$23,007.28 and close the contract, resulting in a final County cost of \$192,452.63, a decrease of 10.68%.

8.D. [25-1019](#)

DT-R-0173B-22 – Amendment to Resolution DT-R-0173A-22, issued to R.W. Dunteman Company for the 2022 Pavement Maintenance (North) Program, Section 22-PVMTC-17-GM, to decrease the funding in the amount of \$48,327.51, and close the contract, resulting in a final County cost of \$5,565,176.49, a decrease of .86%, and a final cumulative increase of 3.28%.

8.E. [25-0835](#)

DT-R-0387A-20 – Amendment to Resolution DT-R-0387-20, issued to Brothers Asphalt Paving, Inc. for the Addison Township Road Maintenance Program, Section 20-1000-01-GM, to decrease the funding in the amount of \$57,895.97, and close the contract, resulting in a final Township cost of \$455,487.37, a decrease of 11.28%.

8.F. [25-1015](#)

DT-R-0059A-23 - Amendment to DT-R-0059-23 for the 2023 Pavement Maintenance (Central) program, issued to RW Dunteman Company, to decrease the funding in the amount of \$64,083.93, -1.55%, and close the contract, resulting in a final County cost of \$4,073,916.07.

8.G. [25-0842](#)

DT-P-0062A-21– Amendment to Resolution DT- P-0062-21, issued to Atlas Engineering Group, LTD for Professional Construction Engineering Services, Section 21-CENGR-08-EG, to decrease the funding in the amount of \$72,542.50 and close the contract, resulting in a final County cost of \$327,457.50, a decrease of 18.14%.

Member Paula Garcia entered the meeting at 10:11 AM.

8.H. [25-0954](#)

DT-R-0428B-21 – Amendment to Resolution DT-R-0428A-21, issued to R W Duntelman Company for the Downers Grove Township 2021 Resurfacing Program, Section 21-03000-01-GM, to decrease the funding in the amount of \$201,457.17, and close the contract, resulting in a final Township cost of \$464,431.87, a decrease of 30.25%.

8.I. [25-1027](#)

DT-R-0172D-22 – Amendment to Resolution DT-R-0172C-22, issued to K-Five Construction for the 2022 Pavement Maintenance (South) Program, Section 22-PVMTC-18-GM, to decrease the funding in the amount of \$311,588.42, and close the contract, resulting in a final County cost of \$4,635,800.17, a decrease of 6.30%, and a cumulative decrease of 1.31%.

8.J. [25-1009](#)

DT-R-0061A-23 - Amendment to resolution DT-R-0061-23 issued to RW Duntelman Company, for the 2023 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM, to increase the funding in the amount of \$150,610.95, +2.39%, resulting in an amended contract total amount of \$6,438,910.95, +2.39%.

Discussion held.

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

9. AWARDING RESOLUTIONS

Motion to Combine Items 9.A. through 9.D.

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

9.A. [DT-R-0005-25](#)

Awarding Resolution to Geneva Construction Company, for the Winfield Township Liberty Street Resurfacing project, Section 25-08000-01-RS-(Estimated Township cost \$116,579.57-No County cost); per lowest responsible bid.

9.B. [DT-R-0006-25](#)

Awarding Resolution to Triggs Construction, Inc. for the 2025 Sidewalk Improvements Program, Section 23-SDWLK-07-SW, for an estimated County cost of \$985,127.30; per lowest responsible bid.

9.C. [DT-R-0007-25](#)

Awarding Resolution to K-Five Construction Corporation for the 2025 Pavement Maintenance (South) Program, Section 25-PVMTC-25-GM, for an estimated County cost of \$7,150,125.82; per lowest responsible bid.

9.D. [DT-R-0008-25](#)

Awarding Resolution to Builder's Paving, LLC, for the 2025 Pavement Maintenance (North) Program, Section 25-PVMTC-24-GM, for an estimated County cost of \$7,524,912.96; per lowest responsible bid.

Discussion held.

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

10. INTERGOVERNMENTAL AGREEMENTS10.A. [DT-R-0009-25](#)

Intergovernmental Agreement between the County of DuPage and Winfield Township Road District, for the Winfield Township Liberty Street Resurfacing Project, Section 25-08000-01-RS (No County cost).

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

11. OLD BUSINESS

No old business was discussed.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, a motion was made by Chair Ozog and seconded by Member Garcia to adjourn at 10:16 AM, the motion was approved on a voice vote, all "ayes", motion carried.



Online Public Comments - Minutes Only

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

File #: 25-1093

Agenda Date: 4/15/2025

Agenda #:

It has been a few months since traffic volume, speed and density on Winfield Road have been discussed.

Our Winfield Road neighbors all agree - something needs to be done. We need to stop the 18-wheelers from rumbling by applying their air brakes and horns and emitting diesel exhaust. The speed limit needs to be lowered significantly to increase safety and lessen the noise.

On any given weekday, the average semi-truck traffic passing by each hour is over 75 trucks. Last night at 7:30 pm, while outside with my dogs, I counted 9 semis passing by in 5 minutes. Along with the obvious speed limit concerns, the air quality is being compromised. Exhaust fumes not only fill our yards but if windows are open at all, the fumes enter the houses.

As the weather is improving the street racing has started up again. This includes cars as well as motorcycles. The drivers can see a clear stretch of road and they accelerate to take advantage of that. Not only does this racing cause unnecessary traffic noise but it is very dangerous. Law enforcement is nonexistent.

Upon researching recommended decibel limits, I found that the World Health Organization recommends the average noise exposure to road traffic should be no louder than 53 decibels during the day and no more than 45 decibels at night. I personally recorded a range of decibels from 79-110. This is unacceptable, especially for a residential area.

The 30+ year old wooden stockade fence in our backyards is breaking apart and warping in numerous areas.

I am currently in contact with the Illinois EPA, the Illinois Public Health Department and the Illinois Pollution Control Board's Environmental Regulators to address the air quality and noise pollution along Winfield Road between Roosevelt Road to the north and Mack Road to the south.

Can you let me know if any traffic studies were conducted and if so, what did the data indicate? Has there been any discussion of a sound barrier wall replacing the rotting wooden fencing?

Sharon Keller
Signature on file
Swan Lake Court, Wheaton IL.

Signature on file



Minutes

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

File #: 25-1013

Agenda Date: 4/15/2025

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, April 1, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

Chair Ozog mentioned that the Metra Board meeting was held at DuPage County last week.

4. STAFF RECOGNITIONS

Senior Project Engineer for Traffic-Maryanne Sioson-10 years

County Engineer William Eidson introduced Maryanne Sioson, the DuPage County Division of Transportation's Senior Project Engineer for Traffic. She oversees our electrical maintenance contracts and led the build out of the Central Traffic Signal System. Director Stephen Travia mentioned that prior to working at DOT, Maryanne worked for the Chicago Area Transportation Study, the predecessor to CMAP. She also worked for the Illinois Department of Transportation where she was in integral part of modernizing how the traffic signals connect to railroad crossings.

5. PUBLIC COMMENT

Mr. Terry Witt, an avid bicyclist from Bartlett, commented on his appreciation for the County applying for a grant to build a Stearns Road bike trail through Bartlett, and requests a bike trail connection to the proposed O'Hare Western Access.

[25-0955](#)

Online Public Comment for April 1, 2025 Transportation Committee meeting.

6. APPROVAL OF MINUTES

6.A. [25-0833](#)

DuPage County Transportation Committee Meeting Minutes-March 18, 2025.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Paula Garcia

7. PROCUREMENT REQUISITIONS

MOTION TO COMBINE

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

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

7.A. [25-0768](#)

Recommendation for the approval of a contract to Sunrise Chevrolet, Inc., to furnish and deliver Chevrolet and General Motors OEM repair and replacement parts, as-needed for the Division of Transportation, for the period May 1, 2025 through April 30, 2026, for a contract total not to exceed \$15,000; per renewal option under bid award #24-038-DOT, first of three options to renew.

7.B. [25-0760](#)

Recommendation for the approval of a contract to Peterbilt IL d/b/a JX Truck Center Elmhurst, to furnish and deliver Peterbilt OEM replacement parts, as needed, for the Division of Transportation, for the period May 1, 2025 through April 30, 2026, for a contract total not to exceed \$20,000; per renewal option under bid award #24-040-DOT, first of three options to renew.

7.C. [25-0762](#)

Recommendation for the approval of a contract to Wholesale Direct, Inc., to furnish and deliver automotive emergency lighting, as needed for the Division of Transportation, for the period May 1, 2025 through April 30, 2026, for a contract total not to exceed \$25,000; per renewal option under bid award #23-040-DOT, second of three options to renew.

7.D. [25-0863](#)

Recommendation for the approval of a contract to First Aid Corporation, d/b/a 1st Ayd Corp., to furnish and deliver automotive aerosols and cleaners, as needed for the Division of Transportation, for the period April 24, 2025 through April 23, 2026, for a contract total not to exceed \$30,000; per renewal option under bid award #24-033-DOT, first of three renewals.

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

8. CHANGE ORDERS

MOTION TO COMBINE

Chair Ozog moved and Member Evans seconded a motion to combine items 8.A. through 8.E.. The motion was approved on voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans
AYES:	Covert, Evans, Garcia, Ozog, Tornatore, and Zay

8.A. [25-0811](#)

DT-P-0064A-23 – Amendment to Resolution DT-P-0064-23 issued to Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, for the Division of Transportation, to increase the funding in the amount of \$50,000, resulting in a final County cost of \$140,000, an increase of 55.56%.

8.B. [25-0829](#)

72 Hour LLC D/B/A Chevrolet of Watsonville, National Auto Fleet Group - PO # 6070 -1-SERV (Sourcewell Cooperative purchase) Decrease remaining encumbrance and close contract that was initially for sixteen (16) Ford Broncos for various DuPage County departments-Probation -\$202,925.28, Children's Center -\$135,283.52, and DOT -\$33,820.88; contract entered October 18, 2022 and cancelled by Vendor shortly thereafter due to supply chain interruptions and reduced inventory. (Five vehicles were purchased under this PO, and the remaining vehicles have been purchased and approved by the County Board).

8.C. [25-0830](#)

Al Warren Oil Company PO # 6977-1-SERV Decrease remaining encumbrance and close contract to furnish and deliver automotive lubricants for the Division of Transportation; contract expired on November 9, 2024.

8.D. [25-0831](#)

Standard Industrial PO # 6334-1-SERV Decrease remaining encumbrance and close contract to provide rotary automotive and heavy lift equipment parts and repair services for the Division of Transportation; contract expired on March 31, 2024.

8.E. [25-0832](#)

Fence Connection, Inc. PO # 4009-1-SERV Decrease remaining encumbrance and close contract purchase order to repair, supply and install fencing, as needed for the Division of Transportation; contract expired on August 31, 2020.

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

9. AWARDING RESOLUTIONS

9.A. [DT-R-0004-25](#)

Awarding Resolution to Precision Pavement Markings, Inc., for the 2025 Pavement Marking Maintenance Program, Section 25-PVMKG-25-GM, for an estimated County cost of \$496,037.30; per lowest responsible bid.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

10. INFORMATIONAL

10.A. [FI-R-0058-25](#)

Authorization to transfer and appropriate up to, but not to exceed, \$6,492,902 in additional funds from the Impact Fees Funds – Company 1500, Accounting Units 3640-3649, to the Impact Fees Funds – Company 1500, Accounting Units 3560-3569, for Fiscal Year 2025.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

10.B. [FI-R-0059-25](#)

Additional appropriation for the Impact Fees Funds, Company 1500, Accounting Units 3560-3569, in the amount of \$4,458,927.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

11. OLD BUSINESS

Member Zay requested an update on the Wayne Army Trail Road and Illinois Prairie Path parking issues. Director Stephen Travia reviewed actions taken so far and will provide an update at an upcoming meeting.

Director Travia reviewed a project currently underway regarding retaining walls and informed the Committee of his intentions to bring forth an amending resolution to increase the funding in order to add an additional wall location on Naperville Road to the current contract. The Committee was in favor of Director Travia's suggestion, and the amended resolution will be brought before the Committee at an upcoming meeting.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

A motion was made by Chair Ozog to adjourn the meeting at 10:20 AM ,the motion carried on roll call all “ayes”.



Transportation Requisition under \$30,000

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

File #: 25-0950

Agenda Date: 4/15/2025

Agenda #: 6.A.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-0950	RFP, BID, QUOTE OR RENEWAL #: #22-097-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$105,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Complete Fleet Services, Inc.	VENDOR #: 40576	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Sean McCombs	VENDOR CONTACT PHONE: 630-562-0245	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: sean@completefleetservice.net	VENDOR WEBSITE:	DEPT REQ #: 25-1500-36	

Overview

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

Recommendation for the approval of a contract to Complete Fleet, to repair heavy duty diesel trucks and equipment on an as needed basis for the Division of Transportation, for the period of June 1, 2025 through May 31, 2026, for a total contract value not to exceed \$15,000.00, per renewal option under bid award #22-097-DOT, third and final renewal.

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

This contract supplements our fleet staff as needed to reduce downtime and increase productivity during winter operations.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Complete Fleet Services, Inc.	Vendor#: 40576	Dept: Division of Transportation	Division: Accounts Payable
Attn: Sean McCombs	Email: 630-562-0245	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 27W026 St. Charles Road	City: Carol Stream	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60188	State: IL	Zip: 60187
Phone: 630-675-5076	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Complete Fleet Services, Inc.	Vendor#: 40576	Dept: Division of Transportation	Division: Fleet Department
Attn: Ryan McCombs	Email: service@completefleetservices.net	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 630-562-0245	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2025	Contract End Date (PO25): May 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Service Repair Heavy Duty Diesel Trucks and Equipment	FY25	1500	3520	53380		7,500.00	7,500.00
2	1	EA		Service Repair Heavy Duty Diesel Trucks and Equipment	FY26	1500	3520	53380		7,500.00	7,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To service repair heavy duty diesel trucks and equipment for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Sean McCombs, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
MAINTENANCE AND REPAIR HEAVY DUTY DIESEL TRUCKS AND EQUIPMENT 22-097-DOT
BID TABULATION**



			COMPLETE FLEET SERVICES	KEVIN'S AUTO & DIESEL REPAIR
LABOR RATE FOR REPAIRS				
NO.	ITEM	UNIT	PRICE	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ 165.00	\$ 115.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ 190.00	\$ 115.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ 220.00	\$ 135.00
ADJUSTMENT FROM STANDARD PRICE LIST				
NO.	ITEM	Percentage Adjustment (+/-) off List Price		Percentage Adjustment (+/-) off List Price
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	+40%		-5%
PICK UP AND DROP OFF				
NO.	ITEM	UNIT	PRICE	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00	\$ 50.00
NOTES				

Bid Opening 08/30/22 @ 2:30 PM	NE, VC
Invitations Sent	36
Total Vendors Requesting Documents	1
Total Bid Responses	2



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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Complete Fleet Services, Inc., located at 27W026 St. Charles Road, Carol Stream, IL 60188, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-097-DOT which became effective on 9/14/2022 and which will expire 5/31/2025. The contract is subject to the third of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2026.

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

THE COUNTY OF DUPAGE

SIGNATURE

Brian Rovik

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

CONTRACTOR

Signature on file

Sean McCombs

PRINTED NAME

Owner

PRINTED TITLE

3/26/2025

DATE

SECTION 7 - BID FORM PRICING

LABOR RATE FOR REPAIRS ALL OVERTIME AND PREMIUM TIME WORK MUST BE PRE-APPROVED BY DUPAGE COUNTY.			
NO.	ITEM	UNIT	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ 165.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ 190.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ 220.00
ADJUSTMENT FROM STANDARD PRICE LIST The adjustment should show the change from the catalog list in effect.			
NO.	ITEM	UNIT	ADJUSTMENT FROM LIST PRICE
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	PERCENT	40 %
PICK UP AND DROP OFF			
NO.	ITEM	UNIT	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00

Promptness of Repairs - Maximum number of days before repairs will be started 2 Days.

SECTION 8 - BID FORM SIGNATURE PAGE

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

X **Signature on file**

(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 30th day of August AD, 2022
Signature on file

(Notary Public) My Commission Expires: 04/03/23



SEAL

SECTION 9 - MANDATORY FORM
MAINTENANCE AND REPAIR HEAVY DUTY DIESEL TRUCKS AND EQUIPMENT 22-097-DOT
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Complete Fleet Services		
Main Business Address	27W026 St. Charles Road		
City, State, Zip Code	Carol Stream, IL 60188		
Telephone Number	630-562-0245	Email Address	Sean@completefleet.com
Bid Contact Person	Sean McCombs		

The undersigned certifies that he is:

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

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

<u>Sean McCombs</u> (President or Partner)	<u>Stacy McCombs</u> (Vice-President or Partner)
<u>Stacy McCombs</u> (Secretary or Partner)	 (Treasurer or Partner)

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Complete Fleet Services	NAME	Complete Fleet Services
CONTACT	Sean McCombs	CONTACT	Ryan McCombs
ADDRESS	27W026 St. Charles Rd	ADDRESS	27W026 St. Charles Road
CITY ST ZIP	Carol Stream, IL 60188	CITY ST ZIP	Carol Stream, IL 60188
TX	630-675-5076	TX	630-662-0245
FX		FX	
EMAIL	Sean@CompleteFleetServices.net	EMAIL	Service@CompleteFleetServices.net
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Department of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Department of Transportation 180 N. County Farm Road Wheaton, IL 60187	

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



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	22-097-DOT
COMPANY NAME:	Complete Fleet Services
CONTACT PERSON:	Sean McCombs
CONTACT EMAIL:	Sean@completefleet.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Signature on file

Signature on file

Printed Name: _____

Signature _____

Title: _____

Owner

Date: _____

3/26/2025



Transportation Requisition under \$30,000

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

File #: 25-0975

Agenda Date: 4/15/2025

Agenda #: 6.B.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-0975	RFP, BID, QUOTE OR RENEWAL #: #22-097-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$70,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$145,000.00
	CURRENT TERM TOTAL COST: \$15,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: THIRD RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Kevin's Auto & Diesel Repair	VENDOR #: 32250	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brian Steder	VENDOR CONTACT PHONE: 630-501-1926	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: kevinautodiesel@gmail.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-37	

Overview

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

Recommendation for the approval of a contract to Kevin's Auto & Diesel Repair, to repair heavy duty diesel trucks and equipment on an as needed basis for the Division of Transportation, for the period of June 1, 2025 through May 31, 2026, for a total contract value not to exceed \$15,000.00, per renewal option under bid award #22-097-DOT, third and final renewal.

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

This contract supplements our fleet staff as needed to reduce downtime and increase productivity during winter operations.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Kevin's Auto & Diesel Repair	Vendor#: 32250	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brian Steder	Email: kevinsautodiesel@gmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 119 W. Home Avenue	City: Villa Park	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60181	State: IL	Zip: 60187
Phone: 630-501-1926	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Kevin's Auto & Diesel Repair	Vendor#: 32250	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2025	Contract End Date (PO25): May 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Service Repair Heavy Duty Diesel Trucks and Equipment	FY25	1500	3520	53380		7,500.00	7,500.00
2	1	EA		Service Repair Heavy Duty Diesel Trucks and Equipment	FY26	1500	3520	53380		7,500.00	7,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 15,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To service repair heavy duty diesel trucks and equipment for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Brian Steder, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
MAINTENANCE AND REPAIR HEAVY DUTY DIESEL TRUCKS AND EQUIPMENT 22-097-DOT
BID TABULATION**

✓

			COMPLETE FLEET SERVICES	KEVIN'S AUTO & DIESEL REPAIR
LABOR RATE FOR REPAIRS				
NO.	ITEM	UNIT	PRICE	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ 165.00	\$ 115.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ 190.00	\$ 115.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ 220.00	\$ 135.00
ADJUSTMENT FROM STANDARD PRICE LIST				
NO.	ITEM	Percentage Adjustment (+/-) off List Price		Percentage Adjustment (+/-) off List Price
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	+40%		-5%
PICK UP AND DROP OFF				
NO.	ITEM	UNIT	PRICE	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00	\$ 50.00
NOTES				

Bid Opening 08/30/22 @ 2:30 PM	NE, VC
Invitations Sent	36
Total Vendors Requesting Documents	1
Total Bid Responses	2



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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Kevin's Auto & Diesel Repair, located at 119 West Home Avenue, Villa Park, IL 60181, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-097-DOT which became effective on 9/14/2022 and which will expire 5/31/2025. The contract is subject to the third of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2026.

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

THE COUNTY OF DUPAGE

CONTRACTOR

Signature on file

SIGNATURE

SIGNATURE

Brian Rovik

PRINTED NAME

Brian Steder

PRINTED NAME

Buyer I

PRINTED TITLE

Office Manager

PRINTED TITLE

DATE

03/28/2025

DATE

SECTION 7 - BID FORM PRICING

LABOR RATE FOR REPAIRS ALL OVERTIME AND PREMIUM TIME WORK MUST BE PRE-APPROVED BY DUPAGE COUNTY.			
NO.	ITEM	UNIT	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ \$115.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ \$115.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ \$135.00
ADJUSTMENT FROM STANDARD PRICE LIST The adjustment should show the change from the catalog list in effect.			
NO.	ITEM	UNIT	ADJUSTMENT FROM LIST PRICE
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	PERCENT	-5 %
PICK UP AND DROP OFF			
NO.	ITEM	UNIT	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00

Promptness of Repairs - Maximum number of days before repairs will be started 1 Days.

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on file

X

Office Manager / Secretary

(Signature and Title)

CORPORATE SEAL
(If available)

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

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

(Notary Public) My Commission Expires: _____

SEAL

SECTION 9 - MANDATORY FORM
MAINTENANCE AND REPAIR HEAVY DUTY DIESEL TRUCKS AND EQUIPMENT 22-097-DOT
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Kevin's Auto & Diesel Repair		
Main Business Address	119 W Home Ave		
City, State, Zip Code	Villa Park, IL 60181		
Telephone Number	630-501-1926	Email Address	kevinsautodiesel@gmail.com
Bid Contact Person	Brian Steder		

The undersigned certifies that he is:

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

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

Kevin Steder

(President or Partner)

(Vice-President or Partner)

Brian Steder

(Secretary or Partner)

Lisa Steder

(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Kevin's Auto & Diesel Repair	NAME	Kevin's Auto & Diesel Repair
CONTACT	Brian Steder	CONTACT	Brian Steder
ADDRESS	119 W Home Ave	ADDRESS	119 W Home Ave
CITY ST ZIP	Villa Park, IL 60181	CITY ST ZIP	Villa Park, IL 60181
TX	630-501-1926	TX	630-501-1926
FX	630-359-3538	FX	630-359-3538
EMAIL	kevinsautodiesel@gmail.com	EMAIL	kevinsautodiesel@gmail.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Department of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Department of Transportation 180 N. County Farm Road Wheaton, IL 60187	

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



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	22-097-DOT
COMPANY NAME:	Kevin's Auto & Diesel Repair
CONTACT PERSON:	Brian Steder
CONTACT EMAIL:	kevinsautodiesel@gmail.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Printed Name: Brian Steder

Signature: Signature on file

Title: Office Manager

Date: 3/31/2025



Transportation Requisition under \$30,000

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

File #: 25-0960

Agenda Date: 4/15/2025

Agenda #: 6.C.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-0960	RFP, BID, QUOTE OR RENEWAL #: #24-054-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Bonnell Industries, Inc.	VENDOR #: 10192	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Tessa Smice	VENDOR CONTACT PHONE: 815-284-3819	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: t.smice@bonnell.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-34	

Overview

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

Recommendation for the approval of a contract to Bonnell Industries, to furnish and deliver Force America Parts on an as-needed basis for the Division of Transportation, for the period of June 1, 2025 through May 31, 2026, for a total contract value not to exceed \$25,000.00; per renewal option under bid award #24-054-DOT, first of three options to renew.

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

Force America parts are used in our plow trucks, spreader systems and liquid dispensing systems during winter operations.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Bonnell Industries, Inc.	Vendor#: 10192	Dept: Division of Transportation	Division: Accounts Payable
Attn: Tessa Smice	Email: t.smice@bonnell.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1385 Franklin Grove Road	City: Dixon	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61021	State: IL	Zip: 60187
Phone: 815-284-3819	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Bonnell Industries, Inc.	Vendor#: 10192	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2025	Contract End Date (PO25): May 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Force America Parts	FY25	1500	3520	52250		12,500.00	12,500.00
2	1	EA		Force America Parts	FY26	1500	3520	52250		12,500.00	12,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 25,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver force america parts on an as-needed basis for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Tessa Smice, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



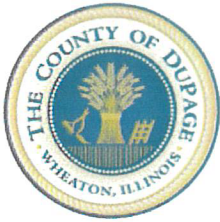
THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
FORCE AMERICA PARTS 24-054-DOT
BID TABULATION



			Bonnell Industries Inc.	
NO.	ITEM	EST. VALUE	% MARK-UP or DISCOUNT	EXTENDED PRICE
1	Force America Repair & Replacement Parts	\$25,000.00	0%	\$ 25,000.00
GRAND TOTAL				\$ 25,000.00

NOTES

Bid Opening 5/16/2024 @ 2:30 PM	BR, HK
Invitations Sent	62
Total Vendors Requesting Documents	0
Total Bid Responses	1



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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Bonnel Industries, Inc. located at 1385 Franklin Grove Road, Dixon, IL 61021 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-054-DOT which became effective on 6/5/2024 and which will expire 5/31/2025. The contract is subject to the first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2026.

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

THE COUNTY OF DUPAGE

CONTRACTOR

Signature on file

SIGNATURE

SIGNATURE

Henry Kocker

Tessa Smice

PRINTED NAME

PRINTED NAME

Buyer I

Contract Representative

PRINTED TITLE

PRINTED TITLE

DATE

DATE

03-28-2025

SECTION 7 - BID FORM PRICING

The Contractor shall provide a firm percentage mark-up (+) or discount (-) to manufacturer list prices. The estimated value listed is for bid canvassing purposes only and shall not be considered a guarantee of work. All goods are to be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO	ITEM	EST. VALUE	% MARK-UP or DISCOUNT	EXTENDED PRICE
1	Force America Repair & Replacement Parts	\$25,000.00	NONE %	\$ 25,000.00
GRAND TOTAL (In words) <i>Twenty five thousand dollars</i>				

SECTION 8 - BID FORM SIGNATURE PAGE

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

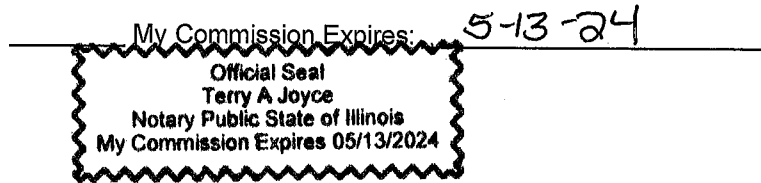
X Signature on file
Contract Representative
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 9th day of May AD, 2024

Signature on file



SEAL

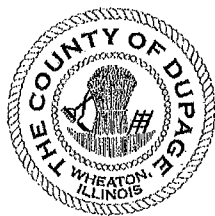
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Tessa Smile	NAME	Tessa Smile
CONTACT		CONTACT	
ADDRESS	1385 Franklin Grove Rd.	ADDRESS	1385 Franklin Grove Rd.
CITY ST ZIP	Dixon, IL 61021	CITY ST ZIP	Dixon, IL 61021
TX	815-284-3819	TX	815-284-3819
FX	815-284-0026	FX	815-284-0026
EMAIL	t.smile@bannell.com	EMAIL	t.smile@bannell.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 EMAIL: DOTFinance@dupagecounty.gov		DuPage County Division of Transportation 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6931 EMAIL: william.bell@dupagecounty.gov	

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



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-054-DOT
COMPANY NAME:	Bonnell Industries, Inc.
CONTACT PERSON:	Tessa Smice
CONTACT EMAIL:	t.smice@bonnell.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:
https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

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

Signature on file

Printed Name: Tessa Smice Signature: _____

Title: Contract Representative Date: 03-20-2025



Transportation Requisition under \$30,000

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

File #: 25-0921

Agenda Date: 4/15/2025

Agenda #: 6.D.



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #22-026-FM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$46,799.36
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$121,799.36
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FIVE YEARS*	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Groot, Inc.	VENDOR #: 27954	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Bart Visser	VENDOR CONTACT PHONE: 847-847-5333	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: bvisser@groot.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-33	

Overview

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

Recommendation for the approval of a contract to Groot, Inc., to provide refuse and recycling disposal services to Division of Transportation at the (140 Garage, 180 Garage, Salt Dome, DuPage County Trails and the 1900 W. Arthur in West Chicago, IL 60185), for the period of June 1, 2025 through May 31, 2025, for a total contract value not to exceed \$25,000.00; per renewal option under bid award #22-026-FM, second of three options to renew.

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

Refuse Disposal and Recycling Services are necessary to maintain sanitation and compliance with the DuPage County Environmental Responsibility and Conservation Policy, which was passed by the County Board on August 18, 2008.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Groot, Inc.	Vendor#: 27954	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ted Vandernaald	Email: tvandernaald@groot.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1330 Gasket Road	City: Elgin	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60120	State: IL	Zip: 60187
Phone: 847-774-1878	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Groot, Inc.	Vendor#: 27954	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Mary O'Connor	Email: Maryo@groot.com	Attn: Jason Walsh	Email: jason.walsh@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 847-841-5306	Fax:	Phone: 630-407-6920	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2025	Contract End Date (PO25): May 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Refuse & Recycling Disposal	FY25	1500	3510	53810		12,500.00	12,500.00
2	1	EA		Refuse & Recycling Disposal	FY26	1500	3510	53810		12,500.00	12,500.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 25,000.00

Comments	
HEADER COMMENTS	<p>Provide comments for P020 and P025.</p> <p>To provide refuse and recycling disposal at the 140 Garage, 180 Garage, Salt Dome, DuPage County Trails and our new service location at 1900 West Arthur Drive, West Chicago, IL 60185.</p>
SPECIAL INSTRUCTIONS	<p>Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.</p> <p>Email Approved PO's to: Ted Vandernaald (tvandernaald@groot.com) Mary O'Connor (maryo@groot.com) Bart Visser (bvisser@groot.com) Jason Walsh, David Koehler and Mike Figuray.</p>
INTERNAL NOTES	<p>Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.</p> <p>see above.</p>
APPROVALS	<p>Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.</p>



**THE COUNTY OF DUPAGE
FINANCE – PROCUREMENT
REFUSE DISPOSAL, RECYCLING AND ASBESTOS PICK-UP SERVICES 22-026-FM
BID TABULATION**

✓								
					Groot, Inc.		SBC Waste Solutions Inc.	
NO.	DEPARTMENT	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
	#3 - DIVISION OF TRANSPORTATION	GROUP 1 - <u>SCHEDULED TRASH PICK-UPS</u>						
7		Highway Garage - 140 N. County Farm Road	MO	24	\$ 51.09	\$ 1,226.16	\$ 60.00	\$ 1,440.00
8		Highway Garage - 180 N. County Farm Road	MO	24	\$ 51.09	\$ 1,226.16	\$ 60.00	\$ 1,440.00
	#3 - DIVISION OF TRANSPORTATION	GROUP 2 - <u>ESTIMATED ON CALL PICK-UPS</u>						
9		Highway Garage - 140 N. County Farm Road	MO	52	\$ 305.00	\$ 15,860.00	\$ 295.00	\$ 15,340.00
10		Highway Garage - 140 N. County Farm Road	MO	52	\$ 305.00	\$ 15,860.00	\$ 395.00	\$ 20,540.00
	#3 - DIVISION OF TRANSPORTATION (Continued)	GROUP 4 - <u>SCHEDULED RECYCLED PICK-UPS</u>						
11		Highway Garage - 140 N. County Farm Road	MO	24	\$ 35.00	\$ 840.00	\$ 40.00	\$ 960.00
12		Highway Garage - 180 N. County Farm Road	MO	24	\$ 35.00	\$ 840.00	\$ 40.00	\$ 960.00

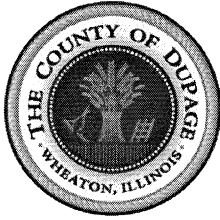
NO.	DEPARTMENT	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
54	#10 - DUDOT Trail System	GROUP 8 - SCHEDULED TRASH PICK-UPS	EA	1976	\$ 5.54	\$ 10,947.04	\$ 28.95	\$ 57,205.20
GRAND TOTAL						\$ 265,640.51		\$ 457,930.20

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	LABOR RATE	HR	16	\$ 95.00	\$ 1,520.00	\$ 250.00	\$ 4,000.00

NOTES

1) Waste Management has been deemed non-responsive due to not providing pricing per requested scheduled pickup, for a 24-month term.

Bid Opening 4/13/2022 @ 2:30 PM	VC, DW
Invitations Sent	7
Total Vendors Requesting Documents	1
Total Bid Responses	3



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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Groot Industries, Inc. located at 1330 Gasket Drive, Elgin, IL 60120, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-026-FM which became effective on 6/1/2022 and which will expire 5/31/2025. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2026.

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

THE COUNTY OF DUPAGE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

CONTRACTOR

SIGNATURE

TED VANDER NAALD

PRINTED NAME

SALE REP

PRINTED TITLE

3/11/25

DATE

DUPAGE COUNTY DEPARTMENT	GROUP NUMBER -TYPE OF SERVICE	ADDRESS	CONTAINER DESCRIPTION	PICK-UP SCHEDULE	PRICE MONTHLY CHARGE OR COST PER UNIT "AS NEEDED" PICK-UP	QUANTITY 24 MONTHS OR ESTIMATED NUMBER OF "AS NEEDED" PICK-UPS	EXTENDED PRICE SERVICE COST FOR 2 YEARS (PRICE x QUANTITY)
#3 - DIVISION OF TRANSPORTATION	GROUP 1 - SCHEDULED TRASH PICK-UPS						
	Highway Garage	140 N. County Farm Rd	(1) 2 Cubic Yard Trash	Tuesday, Friday	\$ 51.09	24	\$ 1,226.16
	Highway Garage	180 N. County Farm Rd	(1) 2 Cubic Yard Trash	Tuesday, Friday	\$ 51.09	24	\$ 1,226.16
	GROUP 2 - ESTIMATED ON CALL PICK-UPS						
	Highway Garage	140 N. County Farm Rd	(1) 20 Cubic Yard Roll-Off	On Call "as needed"	\$ 305.00	52	\$ 15,860.00
	Highway Garage	140 N. County Farm Rd	(1) 30 Cubic Yard Roll-Off at Salt Dome	On Call "as needed"	\$ 305.00	52	\$ 15,860.00
	GROUP 4 - SCHEDULED RECYCLED PICK-UPS						
	Highway Garage	140 N. County Farm Rd	(1) 2 Cubic Yard Co-Mingled Recycling	Weekly	\$ 35.00	24	\$ 840.00
	Highway Garage	180 N. County Farm Rd	(1) 2 Cubic Yard Co-Mingled Recycling	Weekly	\$ 35.00	24	\$ 840.00
TOTAL #3 DIVISION OF TRANSPORTATION							\$ 35,852.32
#10 - DUDOT Trail System	GROUP 8 - SCHEDULED TRASH PICK-UPS (19) Nineteen trail containers located along the specified trail system.	SEE MAP - APPENDIX A					
	Contractor is responsible for providing and replacing can liners, pickup, transportation and disposal service at all of the locations.		Containers are approximately 40-50 gallons in size.	Weekly	\$ 5.54	1,976	\$ 10,947.04
TOTAL #10 - DUDOT Trail System							\$ 10,947.04

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on file

)

DISTRICT MANAGER

(Signature and Title)

CORPORATE SEAL
(If available)

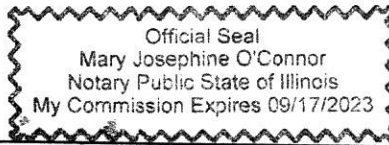
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 12TH day of APRIL AD, 20 22

Signature on file

✓ (Notary Public)

My Commission Expires: 9/17/23



SEAL

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	TED VANDER NAALD	NAME	MARY O'CONNOR
CONTACT		CONTACT	Billing Manager
ADDRESS	1330 GASKET RD	ADDRESS	1330 GASKET DR.
CITY ST ZIP	ELGIN IL 60120	CITY ST ZIP	ELGIN IL 60120
TX	847/774-1878	TX	847-841-5306
FX		FX	
EMAIL	TVANDERNAALD@GROOT.COM	EMAIL	MARYO@Groot.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management 421 North County Farm Road Wheaton, IL 60187 TEL: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		DuPage County Facilities Management Various Locations TEL: (630) 407-5700	
DuPage County Animal Services Attn: Accounts Payable 120 N. County Farm Road Wheaton, IL 60187 (630) 407-2800		DuPage County Animal Services 120 N. County Farm Road Wheaton, IL 60187 (630) 407-2800	
DuPage Care Center Nancy Palima 400 N. County Farm Road Wheaton, IL 60187		DuPage Care Center 400 N. County Farm Road Wheaton, IL 60187	
DuPage County Division of Transportation Attn: Kathy Curcio 180 N. County Farm Road Wheaton, IL 60187		DuPage County Division of Transportation 140 & 180 N. County Farm Road Wheaton, IL 60187	
Health Department/Community Center Accounts Payable 111 N. County Farm Road Wheaton, IL 60187		Health Department/Community Center 111 & 115 N. County Farm Road Wheaton, IL 60187	



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for General Storm Water Discharges Associated with Industrial Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report. Place a NA in sections that do not apply to your operation.

Report Period: From: 7/7/20 To: 7/6/21 Permit No. ILR00 5734

OWNER/OPERATOR INFORMATION: (As it appears on the current permit)

Name: Groot, Inc. - Elgin
Mailing Address: 1330 Gasket Drive
City: Elgin State: IL Zip: 60120 Telephone: 547 344-5920
Contact Person: Jose Vasquez Contact Email: josev@wasteconnections.com
(Person responsible for Annual Report)

FACILITY/SITE INFORMATION: (As it appears on the current permit)

Facility Name: Groot, Inc. Primary SIC Code: 4212
Facility Location: 1330 Gasket Drive
City: Elgin IL Zip: 60120 County: Cook

RECEIVING WATER INFORMATION:

☐ Storm Sewer Owner of Storm Sewer Systems: _____
☒ Waters of the State Closest Receiving Waters: Brewster Creek

ADDITIONAL INFORMATION:

Attach information on any activity, such as leaks, spills, or flooding, that has occurred at this facility during the report period and may have resulted in pollutants being discharged in storm water runoff.

Attach information on any changes to the facility or the activity occurring at the facility that resulted in significant changes to the SWPPP.

Attach information concerning quarterly visual observations of discharges and benchmark monitoring as found in Part G and Part J.2 of the Permit.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Signature on file

Jose Vasquez
Printed Name: _____
Date: 6-29-2021
Maintenance Supervisor
Title: _____

EMAIL COMPLETED FORM TO: epa.indannualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2585

WPC 691 Rev 2/2019

ANNUAL FACILITY INSPECTION REPORT

for General Storm Water Discharges Associated with Industrial Site Activities



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Division of Water Pollution Control

Notice of Intent (NOI)

for General Permit to Discharge Storm Water associated with Industrial Activity (excluding Construction Activity)

This form may be completed in Acrobat, saved, printed, and signed before it is submitted to the Permit Section at the address on the next page.

Permit No. ILR005734

Owner/Operator Information

Company/Owner Name: Groot, Inc. - Elgin

Owner Type: (select one) Private

Mailing Address: 1330 Gasket Drive

Phone: 547-344-5920

City: Elgin

State: IL

Zip: 60120

Fax: _____

Contact Person: Jose Vasquez

E-mail: josev@wasteconnections.com

Industrial Site Information

Select One: ☐ New Permit ☒ Renewal

Change of Information for ILR005734

Facility Name: Groot, Inc.

Other NPDES Permit Numbers: _____

Facility Address: 1330 Gasket Drive

City: Elgin

IL

Zip: 6120

County: Cook

Section: 26

Township: 41N

Range: 11E

Latitude: 41 59 50.82
(Deg) (Min) (Sec)

Longitude: -88 14 24.216
(Deg) (Min) (Sec)

4-Digit SIC Code: 4212

Estimated area of industrial activity at your site exposed to storm water: 15 Acres (Size in Acres)

Receiving Water Information

Storm water discharges directly to: ☒ Waters of the State ☐ Storm Sewer

Owner of Storm Sewer System: _____

Name of Closest Receiving Water: Brewster Creek

☐ Yes ☒ No Is receiving water impaired for any pollutant?

If Yes, Identify Pollutants: _____

☐ Yes ☒ No Does quantitative data currently exist which describes the concentration of pollutants in the storm water discharges?

☐ Yes ☒ No Will facility discharge any pollutants listed as impairment of the receiving waters?

If Yes, provide data on an attachment.

Storm Water Pollution Prevention Plan (SWPPP) Information

Has a Storm Water Pollution Prevention Plan been submitted to Agency? ☒ Yes ☐ No

Submit the SWPPP electronically to: epa.indlr00swppp@illinois.gov

Individual responsible for developing, implementing, and revising the SWPPP

SWPPP Contact Name: Jose Vasquez

Location of SWPPP for viewing: 1330 Gasket Drive, Elgin, IL 60120

E-mail Address: josev@wasteconnections.com

Phone: 547-344-5920

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in a civil penalty not to exceed \$50,000 for the violation and an additional civil penalty not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied.

Additional Information

Attach a list of material handling activities, raw materials, intermediate products, final products, waste materials, by-products or industrial machinery that is exposed to stormwater.

Attach a list if you have other industrial activities taking place at your facility not covered by the above SIC codes.

Form 2-F attached: ☐ Yes ☒ No

Activity Information

Type a detailed description of industrial activities:

The Site operates as a transfer station and a hauling facility. At the facility, repair and maintenance of vehicles and facility equipment are performed. All municipal solid waste transfer operations, as well as all maintenance and repair, are conducted indoors to minimize storm water contact.

Historic Presevation and Endangered Species Compliance

Has industrial facility certified compliance with the following state agencies?

Historic Preservation Agency: ☒ Yes ☐ No

Endangered Species: ☒ Yes ☐ No

Mail completed form to: Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.indilr00swppp@illinois.gov

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with. I also certify that, to the best of my knowledge, the storm water which is discharged from this facility/site does not contain process wastewater, domestic wastewater, or cooling water.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Printed Name

Title

Signature

Date

Instructions for completing the Notice of Intent (NOI) for Industrial Activity Form

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.indilr00swppp@illinois.gov

Reports must be typed or printed legibly and signed. Original signature must be submitted.

Any facility that is not presently covered by the ILR00 Industrial Activity Storm Water Discharge General Permit is considered a new facility.

If this is a modification of your facility information, renewal, etc., please fill in your permit number on the appropriate line.

NOTE: Facility Location is not necessarily the facility mailing address, but should describe where the facility is located.

Use the formats in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 digits
Township	12N	1 or 2 digits followed by "N" or "S"
Range	12W	1 or 2 digits followed by "E" or "W"

The Storm Water Pollution Prevention Plan (SWPPP) must be submitted electronically for new facilities prior to the Notice of Intent being considered complete for coverage by the ILR00 General Permit. Submit the SWPPP to:
epa.indilr00swppp@illinois.gov

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "UnnamedTributary to Sugar Creek to Sangamon River."

Existing facilities (not new) listed in the general storm water industrial permit under part D Application Requirements, 2. a-n, seeking coverage under this permit must submit a one-time 2-F form with the NOI application.

NEW APPLICANTS: Please submit a fee of \$500 prior to the Notice of Intent being considered complete for coverage by the ILR00 General Permit. Please submit check payable to *Illinois EPA* at the above address.

PERMIT RENEWAL APPLICANTS do not require a fee.



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	22-026-FM
COMPANY NAME:	GROOT INDUSTRIES
CONTACT PERSON:	BART VISSER
CONTACT EMAIL:	B BVISSER@GROOT.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Printed Name: BART VISSER

Signature **Signature on file** _____

Title: DISTRICT MANAGER

Date: 4/2/2025



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0025-25

Agenda Date: 4/15/2025

Agenda #: 6.E.

AWARDING RESOLUTION
ISSUED TO NORTHERN CONTRACTING, INC.
TO FURNISH, DELIVER, REPAIR AND INSTALL GUARDRAILS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$75,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Northern Contracting, Inc., to furnish, deliver, repair and install guardrails, as needed for the Division of Transportation, for the period May 12, 2025 through April 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish, deliver, repair and install guardrails, as needed for the Division of Transportation, for the period May 12, 2025 through April 30, 2026, is hereby approved for issuance to Northern Contracting, Inc., 1851 Coltonville Road, Sycamore, Illinois 60178, for a contract total not to exceed \$75,000.00.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #25-030-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$75,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$300,000.00
	CURRENT TERM TOTAL COST: \$75,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Northern Contracting, Inc.	VENDOR #: 30616	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Richard Roesch	VENDOR CONTACT PHONE: 815-895-5855	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: richard@northerncontracting.net	VENDOR WEBSITE:	DEPT REQ #: 25-1500-28	

Overview

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

Recommendation for the approval of a contract to Northern Contracting, Inc., to furnish, deliver, repair and install guardrails throughout the DuPage County right of ways, for the period of May 12, 2025 through April 30, 2026, for a total contract value not to exceed \$75,000.00; per lowest responsible bid #25-030-DOT.

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

To repair, replace and or install new guardrails throughout the DuPage County right of ways, where accidents or damages have occurred in our jurisdictional areas.

SECTION 2: DECISION MEMO REQUIREMENTS

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

LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)

DECISION MEMO REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

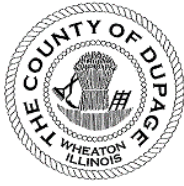
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

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

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Northern Contracting, Inc.	Vendor#: 30616	Dept: Division of Transportation	Division: Accounts Payable
Attn: Richard Roesch	Email: richard@northerncontracting.net	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1851 Coltonville Road	City: Sycamore	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60178	State: IL	Zip: 60187
Phone: 815-895-5855	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Northern Contracting, Inc.	Vendor#: 30616	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 12, 2025	Contract End Date (PO25): Apr 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Guardrail (repair, replace and installation)	FY25	1500	3510	53320		37,500.00	37,500.00
2	1	EA		Guardrail (repair, replace and installation)	FY26	1500	3510	53320		37,500.00	37,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 75,000.00

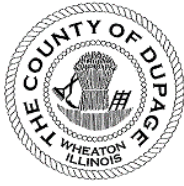
Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish, deliver, repair and install guardrails throughout the DuPage County right of ways.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Richard Roesch, Ed Morgan, John Gavurnik and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
REPAIR, REPLACE AND/OR INSTALL NEW
GUARDRAILS 25-030-DOT
BID TABULATION**



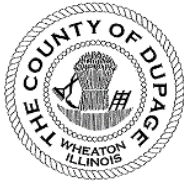
				Northern Contracting, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Guardrail Post Vertical Adjustment	EA	8	\$ 95.00	\$ 760.00
2	Rail Element Plate, Tangent	EA	50	\$ 240.00	\$ 12,000.00
3	Rail Element Plate, Radius	EA	20	\$ 300.00	\$ 6,000.00
4	Replace Existing Rail Element Plate, Tangent	EA	50	\$ 392.00	\$ 19,600.00
5	Replace Existing Rail Element Plate, Radius	EA	20	\$ 415.00	\$ 8,300.00
6	Steel Guardrail Post	EA	50	\$ 100.00	\$ 5,000.00
7	Steel Guardrail Post, Modified	EA	50	\$ 270.00	\$ 13,500.00
8	Steel Guardrail Post, Special	EA	50	\$ 150.00	\$ 7,500.00
9	Replace Steel Guardrail Post	EA	50	\$ 228.00	\$ 11,400.00
10	Replace Steel Guardrail Post, Modified	EA	50	\$ 190.00	\$ 9,500.00
11	Replace Steel Guardrail Post, Special	EA	50	\$ 180.00	\$ 9,000.00
12	Realign Post	EA	25	\$ 47.50	\$ 1,187.50
13	Removing & Resetting Post	EA	2	\$ 85.00	\$ 170.00
14	Guardrail Block-Out	EA	50	\$ 25.00	\$ 1,250.00
15	Replace Guardrail Block-Out	EA	50	\$ 41.00	\$ 2,050.00
16	Traffic Barrier Terminal Type 1 Special (Tangent)	EA	10	\$ 3,689.00	\$ 36,890.00
17	Traffic Barrier Terminal Type 1 Special (Flared)	EA	10	\$ 3,190.00	\$ 31,900.00



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
REPAIR, REPLACE AND/OR INSTALL NEW
GUARDRAILS 25-030-DOT
BID TABULATION**



				Northern Contracting, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
18	Traffic Barrier Terminal Type 1, Special-Post	EA	10	\$ 110.00	\$ 1,100.00
19	Traffic Barrier Terminal Type 1, Special Rail Element Plate	EA	5	\$ 344.00	\$ 1,720.00
20	Replace Traffic Barrier Terminal Type 1 Special (Tangent)	EA	20	\$ 4,531.00	\$ 90,620.00
21	Replace Traffic Barrier Terminal Type 1 Special (Flared)	EA	20	\$ 3,597.00	\$ 71,940.00
22	Replace Traffic Barrier Terminal Type 1, Special-Post	EA	2	\$ 511.00	\$ 1,022.00
23	Replace Traffic Barrier Terminal Type 1, Special Rail Element Plate	EA	2	\$ 769.00	\$ 1,538.00
24	Traffic Barrier Terminal Type 2	EA	2	\$ 1,383.00	\$ 2,766.00
25	Traffic Barrier Terminal Type 5	EA	2	\$ 888.00	\$ 1,776.00
26	Traffic Barrier Terminal Type 6	EA	2	\$ 3,176.00	\$ 6,352.00
27	Traffic Barrier Terminal Type 10	EA	2	\$ 320.00	\$ 640.00
28	Replace Traffic Barrier Terminal Type 2	EA	2	\$ 1,689.00	\$ 3,378.00
29	Replace Traffic Barrier Terminal Type 5	EA	2	\$ 954.00	\$ 1,908.00
30	Replace Traffic Barrier Terminal Type 6	EA	2	\$ 3,995.00	\$ 7,990.00
31	Replace Traffic Barrier Terminal Type 10	EA	2	\$ 345.00	\$ 690.00
32	Steel Plate Beam Guardrail Type A, 6 Foot Posts	EA	1	\$ 37.14	\$ 37.14
33	Steel Plate Beam Guardrail Type B, 6 Foot Posts	EA	1	\$ 53.15	\$ 53.15
34	Replace Steel Plate Beam Guardrail Type A, 6 Foot Posts	EA	1	\$ 57.60	\$ 57.60



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
REPAIR, REPLACE AND/OR INSTALL NEW
GUARDRAILS 25-030-DOT
BID TABULATION



				Northern Contracting, Inc.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
35	Replace Steel Plate Beam Guardrail Type B, 6 Foot Posts	EA	1	\$ 74.38	\$ 74.38
36	Thrie-Beam Guardrail Element Plate	EA	1	\$ 250.00	\$ 250.00
37	Thrie-Beam Post	EA	1	\$ 200.00	\$ 200.00
38	Thrie-Beam Guardrail Radius Plate	EA	1	\$ 300.00	\$ 300.00
39	Thrie-Beam Modified Block	EA	1	\$ 76.00	\$ 76.00
40	Replace Thrie-Beam Guardrail Element Plate	EA	1	\$ 299.00	\$ 299.00
41	Replace Thrie-Beam Post	EA	1	\$ 200.00	\$ 200.00
42	Replace Thrie-Beam Guardrail Radius Plate	EA	1	\$ 600.00	\$ 600.00
43	Replace Thrie-Beam Modified Block	EA	1	\$ 70.00	\$ 70.00
44	Back Side Protection	EA	50	\$ 36.00	\$ 1,800.00
GRAND TOTAL					\$ 373,464.77

NOTES

Bid Opening 3/7/2025 @ 2:30 PM	HK, BR
Invitations Sent	9
Total Vendors Requesting Documents	0
Total Bid Responses	1

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-030-DOT
COMPANY NAME:	Northern Contracting, Inc.
CONTACT PERSON:	Richard Roesch
CONTACT EMAIL:	richard@northerncontracting.net

Section II: Pricing

Quantities listed are estimates only and are provided for canvassing purposes. All goods shall be shipped F.O.B Destination, various locations, and repair, replace and/or install.

Pricing shall include all labor, equipment, material, and incidentals to complete the work. Certified transcripts of payroll must be submitted with each invoice, to adhere to the prevailing wage requirements.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	Guardrail Post Vertical Adjustment	EA	8	\$ 95.00	\$ 760.00
2	Rail Element Plate, Tangent	EA	50	\$ 240.00	\$ 12,000.00
3	Rail Element Plate, Radius	EA	20	\$ 300.00	\$ 6,000.00
4	Replace Existing Rail Element Plate, Tangent	EA	50	\$ 392.00	\$ 19,600.00
5	Replace Existing Rail Element Plate, Radius	EA	20	\$ 415.00	\$ 8,300.00
6	Steel Guardrail Post	EA	50	\$ 100.00	\$ 5,000.00
7	Steel Guardrail Post, Modified	EA	50	\$ 270.00	\$ 13,500.00
8	Steel Guardrail Post, Special	EA	50	\$ 150.00	\$ 7,500.00
9	Replace Steel Guardrail Post	EA	50	\$ 228.00	\$ 11,400.00
10	Replace Steel Guardrail Post, Modified	EA	50	\$ 190.00	\$ 9,500.00
11	Replace Steel Guardrail Post, Special	EA	50	\$ 180.00	\$ 9,000.00
12	Realign Post	EA	25	\$ 47.50	\$ 1,187.50

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
13	Removing & Resetting Post	EA	2	\$ 85.00	\$ 170.00
14	Guardrail Block-Out	EA	50	\$ 25.00	\$ 1,250.00
15	Replace Guardrail Block-Out	EA	50	\$ 41.00	\$ 2,050.00
16	Traffic Barrier Terminal Type 1 Special (Tangent)	EA	10	\$ 3689.00	\$ 36,890.00
17	Traffic Barrier Terminal Type 1 Special (Flared)	EA	10	\$ 3190.00	\$ 31,900.00
18	Traffic Barrier Terminal Type 1, Special-Post	EA	10	\$ 110.00	\$ 1,100.00
19	Traffic Barrier Terminal Type 1, Special Rail Element Plate	EA	5	\$ 344.00	\$ 1,720.00
20	Replace Traffic Barrier Terminal Type 1 Special (Tangent)	EA	20	\$ 4531.00	\$ 90,620.00
21	Replace Traffic Barrier Terminal Type 1 Special (Flared)	EA	20	\$ 3597.00	\$ 71,940.00
22	Replace Traffic Barrier Terminal Type 1, Special-Post	EA	2	\$ 511.00	\$ 1,022.00
23	Replace Traffic Barrier Terminal Type 1, Special Rail Element Plate	EA	2	\$ 769.00	\$ 1,538.00
24	Traffic Barrier Terminal Type 2	EA	2	\$ 1383.00	\$ 2766.00
25	Traffic Barrier Terminal Type 5	EA	2	\$ 888.00	\$ 1776.00
26	Traffic Barrier Terminal Type 6	EA	2	\$ 3176.00	\$ 6352.00
27	Traffic Barrier Terminal Type 10	EA	2	\$ 320.00	\$ 640.00
28	Replace Traffic Barrier Terminal Type 2	EA	2	\$ 1689.00	\$ 3378.00
29	Replace Traffic Barrier Terminal Type 5	EA	2	\$ 954.00	\$ 1908.00
30	Replace Traffic Barrier Terminal Type 6	EA	2	\$ 3995.00	\$ 7990.00
31	Replace Traffic Barrier Terminal Type 10	EA	2	\$ 345.00	\$ 690.00
32	Steel Plate Beam Guardrail Type A, 6 Foot Posts	EA	1	\$ 37.14	\$ 37.14
33	Steel Plate Beam Guardrail Type B, 6 Foot Posts	EA	1	\$ 53.15	\$ 53.15
34	Replace Steel Plate Beam Guardrail Type A, 6 Foot Posts	EA	1	\$ 57.60	\$ 57.60
35	Replace Steel Plate Beam Guardrail Type B, 6 Foot Posts	EA	1	\$ 74.38	\$ 74.38

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
36	Thrie-Beam Guardrail Element Plate	EA	1	\$ 250.00	\$ 250.00
37	Thrie-Beam Post	EA	1	\$ 200.00	\$ 200.00
38	Thrie-Beam Guardrail Radius Plate	EA	1	\$ 300.00	\$ 300.00
39	Thrie-Beam Modified Block	EA	1	\$ 76.00	\$ 76.00
40	Replace Thrie-Beam Guardrail Element Plate	EA	1	\$ 299.00	\$ 299.00
41	Replace Thrie-Beam Post	EA	1	\$ 200.00	\$ 200.00
42	Replace Thrie-Beam Guardrail Radius Plate	EA	1	\$ 600.00	\$ 600.00
43	Replace Thrie-Beam Modified Block	EA	1	\$ 70.00	\$ 70.00
44	Back Side Protection	EA	50	\$ 36.00	\$ 1800.00
GRAND TOTAL					\$ 373464.77
GRAND TOTAL (In words) Three Hundred Seventy Three Thousandd Four Hundred Sixty Four & 77/100					

Section III: Certification

By signing below, the Bidder agrees to provide the required goods and/or services described in the Bid Specifications for the prices quoted on this Bid Pricing Form.

Signature on file

Printed Name: Richard Roesch Signature: _____

Title: President Date: 2/27/25



MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-030-DOT
COMPANY NAME:	Northern Contracting, Inc.
MAIN ADDRESS:	1851 Coltonville Rd
CITY, STATE, ZIP CODE:	Sycamore, IL 60178
TELEPHONE NO.:	815-895-5855
BID CONTACT PERSON:	Richard Roesch
CONTACT EMAIL:	richard@northerncontracting.net

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Northern Contracting, Inc.	NAME:	Northern Contracting, Inc.
CONTACT:	Richard Roesch	CONTACT:	Richard Roesch
ADDRESS:	1851 Coltonville Rd	ADDRESS:	1851 Coltonville Rd
CITY, ST., ZIP:	Sycamore, IL 60178	CITY, ST., ZIP:	Sycamore, IL 60178
PHONE NO.:	815-895-5855	PHONE NO.:	815-895-5855
EMAIL:	richard@northerncontracting.net	EMAIL:	richard@northerncontracting.net

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole
Proprietor

☐ A Member authorized to
sign on behalf of the
Partnership

☒ An Officer of the
Corporation

☐ A Member of the Joint
Venture

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

Richard Roesch

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto.

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

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

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

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

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

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

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

By signing below, the Bidder agrees to the terms of this Mandatory Form and certifies that the information on this form is true and correct to the best of its knowledge.

Signature on file

Printed Name: Richard Roesch

Signature: _____

Title: President

Date: 2/27/25



REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-030-DOT
COMPANY NAME:	Northern Contracting, Inc.
CONTACT PERSON:	Richard Roesch
CONTACT EMAIL:	richard@northerncontracting.net

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Signature on file

Printed Name: Richard Roesch

Signature: _____

Title: President

Date: 2/27/2025



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0026-25

Agenda Date: 4/15/2025

Agenda #: 6.F.

AWARDING RESOLUTION
ISSUED TO HAGGERTY FORD, INC.
TO FURNISH AND DELIVER FORD/MOTORCRAFT REPAIR PARTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED 100,000.00)

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

WHEREAS, the lowest responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Haggerty Ford, Inc., to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2025 through May 31, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2025 through May 31, 2026, is hereby approved for issuance to Haggerty Ford, Inc., 330 West Roosevelt Road, West Chicago, Illinois 60185, for a contract total not to exceed \$100,000.00.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-0951	RFP, BID, QUOTE OR RENEWAL #: #24-039-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$100,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$400,000.00
	CURRENT TERM TOTAL COST: \$100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Haggerty Ford, Inc.	VENDOR #: 12084	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ron Edwards	VENDOR CONTACT PHONE: 630-231-3200	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: redwards@haggertyautogroup.com	VENDOR WEBSITE:	DEPT REQ #: 25-1500-35	

Overview

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

Recommendation for the approval of a contract to Haggerty Ford, to furnish and deliver genuine ford and motor-craft vehicle parts on an as-needed basis for the Division of Transportation, for the period of June, 1, 2025 through May 31, 2026, for a total contract value not to exceed \$100,000.00, per renewal option under bid award #24-039-DOT, first of three options to renew.

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

Genuine ford and motor-craft vehicle parts, are used to repair and maintain the County's fleet of ford vehicles.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

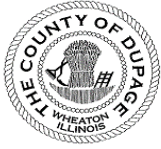
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer,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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Haggerty Ford, Inc.	Vendor#: 12084	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ron Edwards	Email: redwards@haggertyautogroup.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 330 E. Roosevelt Road	City: West Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60187
Phone: 630-231-3200	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Haggerty Ford, Inc.	Vendor#: 12084	Dept: Division of Transportation	Division: Fleet Department
Attn: Accounts Payable	Email: payables@haggertyautogroup.com	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 630-231-3200	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2025	Contract End Date (PO25): May 31, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Genuine Ford & Motor-Craft Vehicle Parts	FY25	1500	3520	52250		50,000.00	50,000.00
2	1	EA		Genuine Ford & Motor-Craft Vehicle Parts	FY26	1500	3520	52250		50,000.00	50,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 100,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Genuine Ford & Motor-Craft Vehicle Parts for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Ron Edwards, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
GENUINE FORD AND MOTORCRAFT OEM PARTS 24-039-DOT
BID TABULATION



NO	ITEM	EST. VALUE	HAGGERTY FORD INC.		BCR AUTOMOTIVE GROUP LLC		CHICAGO PARTS AND SOUND LLC		ROD BAKER FORD SALES INC.		HOPKINS FORD OF ELGIN INC.	
			% MARK-UP / DISCOUNT	EXTENDED PRICE	% MARK-UP / DISCOUNT	EXTENDED PRICE	% MARK-UP / DISCOUNT	EXTENDED PRICE	% MARK-UP / DISCOUNT	EXTENDED PRICE	% MARK-UP / DISCOUNT	EXTENDED PRICE
1	Genuine Ford Parts	\$ 100,000.00	-25%	\$ 75,000.00	-20%	\$ 80,000.00	-15%	\$ 85,000.00	20%	\$ 120,000.00	30%	\$ 130,000.00
2	Motorcraft Parts	\$ 15,000.00	-25%	\$ 11,250.00	-20%	\$ 12,000.00	-30%	\$ 10,500.00	20%	\$ 18,000.00	30%	\$ 19,500.00
3	Motorcraft (remanufactured parts)	\$ 10,000.00	-25%	\$ 7,500.00	-20%	\$ 8,000.00	-20%	\$ 8,000.00	10%	\$ 11,000.00	30%	\$ 13,000.00
GRAND TOTAL				\$ 93,750.00		\$ 100,000.00		\$ 103,500.00		\$ 149,000.00		\$ 162,500.00

NOTES

- Gillie Hyde Lincoln Inc. has elected to withdraw their submitted bid.
- Chicago Parts and Sound, LLC had one (1) error, NO. 3 when multiplied out $(-20\% \times \$10,000.00) + \$10,000.00 = \$8,000.00$ resulted in an Extended Price of \$103,500.00.

Bid Opening 04/03/2024 @ 2:30 PM	HK, BR
Invitations Sent	15
Total Vendors Requesting Documents	0
Total Bid Responses	6

SECTION 7 - BID FORM PRICING

Estimated Value shown is approximate and intended to establish pricing. The Vendor shall provide a firm percentage mark-up or discount to manufacturer list prices. All goods are to be shipped F.O.B. Destination. Pricing shall include shipping to DuPage County Division of Transportation, 180 N. County Farm Road, Wheaton, IL 60187.

NO.	ITEM	EST. VALUE	% MARK-UP (+) or DISCOUNT (-)	EXTENDED PRICE
1	Genuine Ford Parts	\$100,000.00	<-25> %	\$ 75,000
2	Motorcraft Parts	\$15,000.00	<-25> %	\$ 11,250
3	Motorcraft (remanufactured parts)	\$10,000.00	<-25> %	\$ 7,500
GRAND TOTAL				\$ 93,750 ⁰⁰
GRAND TOTAL (In words) <i>Ninety-three thousand seven hundred fifty⁰⁰ dollars.</i>				

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on file

X _____ *President*
(Signature and Title)

CORPORATE SEAL
(If available)

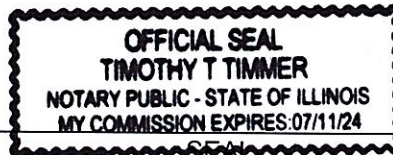
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 21 day of March AD, 2024

Signature on file

(Notary Public)

My Commission Expires: 7/11/24



SECTION 9 - MANDATORY FORM
GENUINE FORD AND MOTORCRAFT OEM PARTS 24-039-DOT
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Haggerty Ford, Inc		
Main Business Address	330 E. Roosevelt Rd		
City, State, Zip Code	West Chicago IL 60185		
Telephone Number	(630) 231-3200	Email Address	redwards@haggertyautogroup.com
Bid Contact Person	Ron Edwards		

The undersigned certifies that he is:

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

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

William E. Haggerty
(President or Partner)
Gerard J Haggerty, Jr
(Secretary or Partner)

(Vice-President or Partner)
Gerard J Haggerty Jr
(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Haggerty Ford, Inc	NAME	Haggerty Ford, Inc.
CONTACT	Ron Edwards	CONTACT	Accounts Payables
ADDRESS	330 E. Roosevelt Rd	ADDRESS	330 E. Roosevelt Rd
CITY ST ZIP	West Chicago, IL 60185	CITY ST ZIP	West Chicago, IL 60185
TX	(630) 231-3200	TX	(630) 231-3200
FX	(630) 876-2589	FX	(630) 231-3210
EMAIL	redwards@haggertyautogroup.com	EMAIL	Payables@haggertyautogroup.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6892 Email : DOTFinance@dupagecounty.gov		DuPage County Attn: William Bell 180 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6920 EMAIL : William.Bell@dupagecounty.gov	

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



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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Haggerty Ford, Inc. located at 330 E. Roosevelt Road, West Chicago, IL 60185 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-039-DOT which became effective on 5/14/2024 and which will expire 5/31/2025. The contract is subject to the first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2026.

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

THE COUNTY OF DUPAGE

SIGNATURE

Henry Kocker

PRINTED NAME

Buyer I

PRINTED TITLE

DATE

CONTRACTOR



SIGNATURE

WILLIAM G. HAGGERTY

PRINTED NAME

PRESIDENT

PRINTED TITLE

4-3-25

DATE



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	24-039-DOT
COMPANY NAME:	Haggerty Ford, Inc
CONTACT PERSON:	Ronald Edwards
CONTACT EMAIL:	redwards @ haggertyautogroup.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Signature on file

Printed Name: WILLIAM G. HAGGERTY

Signature: _____

Title: PRESIDENT

Date: 3-25-25



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0027-25

Agenda Date: 4/15/2025

Agenda #: 6.G.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CIORBA GROUP, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2025 PAVEMENT MAINTENANCE (SOUTH) PROGRAM
SECTION 25-PVMTC-25-GM
(CONTRACT TOTAL NOT TO EXCEED \$471,773.00)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2025 Pavement Maintenance (South) Program, Section 25-PVMTC-25-GM; and

WHEREAS, Ciorba Group, Inc. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed \$471,773.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and the CONSULTANT be hereby accepted and approved for a contract total not to exceed \$471,773.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that that the County Clerk transmit an original copy of this Resolution and Agreement to Ciorba Group, Inc., 8725 W. Higgins Road, Suite 600, Chicago, Illinois 60631, by and through the Division of Transportation.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$471,773.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$471,773.00
	CURRENT TERM TOTAL COST: \$471,773.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Ciorba Group, Inc.	VENDOR #: 11025	DEPT: Division of Transportation	DEPT CONTACT NAME: William C. Eidson
VENDOR CONTACT: Duane O'Laughlin	VENDOR CONTACT PHONE: 773-355-2923	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: dolaughlin@ciorba.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 2025 Pavement Maintenance (South) Program - Professional Construction Engineering Services. Section 25-PVMTC-25-GM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Construction engineering and administration services for the County's highway system Pavement Maintenance Program. Tasks involve specification enforcement, measurement of quantities, contract administration, and contract coordination.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. 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 33 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 firm's understanding of the project, strategies to ensure timely completion of the project, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Ciorba Group, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Ciorba Group, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Ciorba Group, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance/Accounts Payable
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ciorba Group, Inc.	Vendor#: 11025	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 8725 W. Higgins Road, Suite 600	City: Chicago	Address:	City:
State: IL	Zip: 60631	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 22, 2025	Contract End Date (PO25): Jun 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		25-PVMTC-25-GM	FY25	1500	3500	53090	VV25PVMTC_SOUTH	420,000.00	420,000.00
2	1	EA		25-PVMTC-25-GM	FY26	1500	3500	53090	VV25PVMTC_SOUTH	51,773.00	51,773.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 471,773.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. 2025 Pavement Maintenance (South) Program - Professional Construction Engineering Services. Section 25-PVMTC-25-GM
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, don not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date November 30, 2027. Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIORBA GROUP, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2025 PAVEMENT MAINTENANCE – SOUTH REGION
SECTION #: 25-PVMTC-25-GM

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Ciorba Group, Inc., licensed to do business in the State of Illinois, with offices at 8725 W. Higgins Road, Suite 600, Chicago, Illinois 60631; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional construction engineering services for 2025 Pavement Maintenance-South Region, Section # 25-PVMTC-25-GM (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed \$471,773.00; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT necessitates this scope of work.

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. 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 taxes and withholdings required by law which may become due regarding any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks, described in Exhibit A, will be given to the CONSULTANT by representatives of the Division of Transportation.

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 Prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in working for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A, the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$471,773.00, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee not to exceed the amount given in Section 7.2 above. This total fee includes any and all direct labor, direct costs, overhead and the fixed fee, which are all costs the CONSULTANT will be reimbursed for in its performance of the work defined in Exhibit A. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C.
- The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C and the maximum rate allowed (listed on Exhibit C) at the time of execution of this AGREEMENT shall not increase for the duration of this AGREEMENT.
- It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.
- 7.4 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor by calling 312-793-2800 or web site at <http://www2.illinois.gov/idol/>. It is the responsibility of

the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.5 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.6 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount-invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.7 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the

parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

- 7.8 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

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

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

endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) 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.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee, or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to:** (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self -certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award**

of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire.
(found at <https://mwv.dupageco.org/>).

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on June 30, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

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/ termination date of the AGREEMENT. However, nothing herein shall be construed 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 fulfil their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Ciorba Group, Inc.
8725 W. Higgins Road, Suite 600
Chicago, Illinois 60631
ATTN: Duane O'Laughlin
Chief Operating Officer
Phone: 773.355.2923
Email: dolaughlin@ciorba.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia

Director of Transportation

Phone: 630.407.6900

Email: Stephen.travia@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is

unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the Event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, with proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Michael Kowalski, P.E., Senior Project Engineer) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be enough cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

(Signature Page follows)

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

COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek
County Clerk

CIORBA GROUP, INC.

Signature on file

Chief Operating Officer

ATTEST BY:

Signature on file

BY: _____

NAME:

M. Anthony Wolff

TITLE:

Vice President - Water Resources

DuPAGE COUNTY 2025 PAVEMENT MAINTENANCE – SOUTH SCOPE OF SERVICES

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

- (1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.
- (2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.
- (4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.
- (5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
- (6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.
- (7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER / COUNTY as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.
- (8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.
- (9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County's Engineer and become the property of the COUNTY.

- (10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.
- (11) To complete all measurements, records, including ADA inspection forms, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.
- (12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- (13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.

SCOPE OF SERVICES

PHASE III CONSTRUCTION ENGINEERING 2025 PAVEMENT MAINTENANCE SOUTH - DUPAGE COUNTY

Construction Administration

Preconstruction Meeting - Ciorba Group will chair a preconstruction meeting with the County and contractor prior to work. Topics will include the progress schedule, traffic control, equipment location, material storage, progress meetings, work notifications needed, sediment and erosion control conformance, permit requirements, material inspection, work hour restrictions, payment requirements, and plan clarifications. Ciorba will prepare and distribute the meeting agenda and minutes for this, and all future meetings held during construction.

Shop Drawing Review - Ciorba will request that the contractor submit all shop drawings prior to the preconstruction meeting. Ciorba will review shop drawings to verify that proposed materials and equipment meet the contract documents.

RFI Responses - Ciorba will respond to requests for information (RFI's) from the contractor.

Pay Requests - Ciorba will daily document contract quantities completed. Once every month Ciorba will provide quantities to the contractor to produce an invoice. Ciorba will review the contractor's invoice for accuracy, ensure material requirements have been satisfied, see that the proper waivers and affidavits are provided, and then recommend payment by DuPage County.

Change Orders - Ciorba focuses on providing solutions that minimize delay and added cost when adjustments are needed to the original design. Concerns will be presented to DuPage County with alternatives and a recommended course of action.

Progress Meetings - Ciorba will prepare and distribute the progress meeting agenda and minutes. Invitees to the progress meeting will include County staff, the contractor, and relevant subcontractors. Topics will include work completed, a look ahead schedule, pay estimates, extra work, traffic control, erosion control, submittals, RFI's, and any other relevant discussion items.

Weekly Reports - Ciorba will maintain a diary describing the work accomplished each day. Weekly progress reports will be prepared using the diary information and provided to both the County and contractor. Reports will include what and where work was performed by each contractor. Weather will be tracked along with manpower, equipment used, and the controlling work item. Traffic control will be noted along with visitors and any meetings held.

Punch List - Ciorba will perform a walk through with the County and develop a punch list of items requiring correction before final acceptance. This list will be provided to the contractor and the County and updated until completion. Any concerns identified at the walk through will be resolved prior to final acceptance.

Record Drawings - Modifications to the plans will be measured and documented for inclusion in the final construction record drawings. Electronic drawings will be provided to the County via PDF showing all field changes and contract quantities used.

Project Closeout - Project closeout includes material certifications, testing results, final quantity measurements, balancing change orders and final pay estimates. Field measurements, documentation, diary records, and photos will be provided to the County in the project job box.

Construction Observation

Full Time Construction Observation - Contract work will be monitored for conformance with the contract documents, IDOT Standard Specifications, and County requirements. Ciorba will evaluate and layout any required removals. Ciorba will spot check elevations as needed during construction.

Video Record - Ciorba will walk the project limits and provide a video record of the existing site conditions before any contract work takes place. The digital file will be provided to the County on a flash drive.

Material Verification and Testing - No payment for work will be allowed until the proper material requirements and needed testing have been satisfied. Testing and material requirements will be monitored according to the contract documents and IDOT Project Procedures Guide (PPG). Ciorba has included Quality Assurance material testing by Rubino Engineering, Inc in this proposal for HMA and PCC placements. Ciorba will enforce the testing requirements defined in the contract documents.

Measure and Document Quantities - Measurements and calculations will be made daily and Inspector Daily Reports will be filled out and entered into the Quantity Book on a regular basis. All documentation will be completed per IDOT standards.

Daily Diary Record - Ciorba will maintain a Daily Diary describing the work accomplished each day. Reports will include what and where work was performed by each contractor. Weather will be tracked along with manpower, equipment used, and the controlling work item. Traffic control will be noted along with visitors and any meetings held.

Daily Communication - As an on-site extension of the County, Ciorba will maintain daily communication as needed with DuPage County's designated representative.

PROJECT: 2024 PAVEMENT MAINTENANCE - SOUTH
SECTION: 24-PVMTC-23-GM

Pre-Con Meeting	5/6/2025																														
Work Start	5/12/2025																														
Completion Date	9/30/2025																														
	Pre-Construction			Construction																				Post Construction/Closeout							
Week Ending:	21-Apr	28-Apr	5-May	12-May	19-May	26-May	2-Jun	9-Jun	16-Jun	23-Jun	30-Jun	7-Jul	14-Jul	21-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-Oct	13-Oct	20-Oct	27-Oct	3-Nov	10-Nov	Totals
Project Manager - Michael Kowalski							2				2					2				2					2		2				12
Resident Engineer - Michael Kowalski	4	2	2	20	20	20	20	20	20	20	10	10	10	10	10	10	10	10	10	10	10	10	10	10	4	4	4	4	4	4	312
Lead Inspector - Adam Harn	4	22	4	45	45	45	45	45	45	45	45	54	54	54	54	54	54	54	54	45	45	45	54	54	40	40	40	10	10	10	1215
Full Time Inspector-Engineer I	4	6	4	45	45	45	45	45	45	45	45	54	54	54	54	54	54	54	54	45	45	45	54	54	10	10	10	10	10	10	1109
Part Time Inspector-Engineer I													45	45				45	45	45											225
Weekly Totals	12	30	10	110	110	110	112	110	110	110	102	118	163	163	118	120	118	163	163	147	100	100	118	118	56	54	56	24	24	24	
	Pre-Construction		52	Construction																				2583	Post-Construction		238				2873
Vehicle Days																															
Ciorba	2	2	2	12	12	12	12	12	12	12	10	12	18	18	16	12	12	18	18	18	10	10	12	12	5	5	1	1			298
																								Total Vehicle Days							298
Rubino Material Testing																															
Hours					4	8	8	16	16	16	24	24	24	24	24	16	16	16	8	8	16	16	4								288
Vehicle Days					0.5	1	1	2	2	2	4	4	4	3	3	3	2	2	2	2	2	2	0.5								42

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By
Work Order # (if applicable)

Ciorba Group
PRIME
Michael Kowalski

DATE 03/19/25
PTB-ITEM# 0

CONTRACT TERM 15 MONTHS
START DATE 4/1/2025
RAISE DATE 1/1/2026
END DATE 7/1/2026

OVERHEAD RATE 152.16%
COMPLEXITY FACTOR
% OF RAISE 3%
CURRENT SALARY CAP \$90.00

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	4/1/2025	1/1/2026	9	60.00%
1	1/2/2026	7/1/2026	6	41.20%

The total escalation = 1.20%

FIRM NAME	Ciorba Group
PRIME/SUPPLEMENT	PRIME
PTB-ITEM #	0
Work Order #	0

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.
WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$90.00 CAP)
PROJECT MANAGER II	\$80.00	\$80.96
SENIOR RESIDENT ENGINEER	\$80.00	\$80.96
TECHNICIAN III	\$48.50	\$49.08
ENGINEER I	\$39.00	\$39.47

FIRM NAME	Ciorba Group	DATE	03/19/25
PRIME/SUPPLEMENT	PRIME		
PTB-ITEM #	0		
Work Order #	0		

RUBINO ENGINEERING	16,045.00
--------------------	-----------

FIRM

DATE _____

PTB-ITEM #

0

OVERHEAD RATE

152.16%

PRIME/SUPPLEMENT

PRIME

COMPLEXITY FACTOR

0

Work Order #

0

Department use only

Phase III = \$0

FIRM	Ciorba Group
PTB-ITEM#	0
PRIME/SUPPLEMENT	PRIME
Work Order #	0

SHEET 1 OF 5

126

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By
Work Order #(if applicable)

Rubino Engineering, Inc.
Prime
Michelle Lipinski
South

DATE 03/14/25
PTB-ITEM# 0

CONTRACT TERM 6 MONTHS
START DATE 5/12/2025
RAISE DATE 3/1/2026
END DATE 11/12/2025

OVERHEAD RATE 176.27%
COMPLEXITY FACTOR 0
% OF RAISE 3%
CURRENT SALARY CAP \$90.00

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/12/2025	11/11/2025	6	100.00%

The total escalation = 0.00%

FIRM

Rubino Engineering, Inc.

DATE

03/14/25

PTB-ITEM #

0

OVERHEAD RATE

176.27%

PRIME/SUPPLEMENT

Prime

COMPLEXITY FACTOR

0

Work Order #

South

Department use only

$$\text{PR} + \text{OH} = \$44,328$$

PR+OH+DC+FF = \$62,933

$$\text{DBE \%} = 100\%$$

Phase III = \$0

FIRM	Rubino Engineering, Inc.
PTB-ITEM#	0
PRIME/SUPPLEMENT	Prime
Work Order #	South

SHEET 1 OF 5

BDE 3608 Template (Rev. 03/10/25)

Date: 03/14/25

[illegible]

EXHIBIT B

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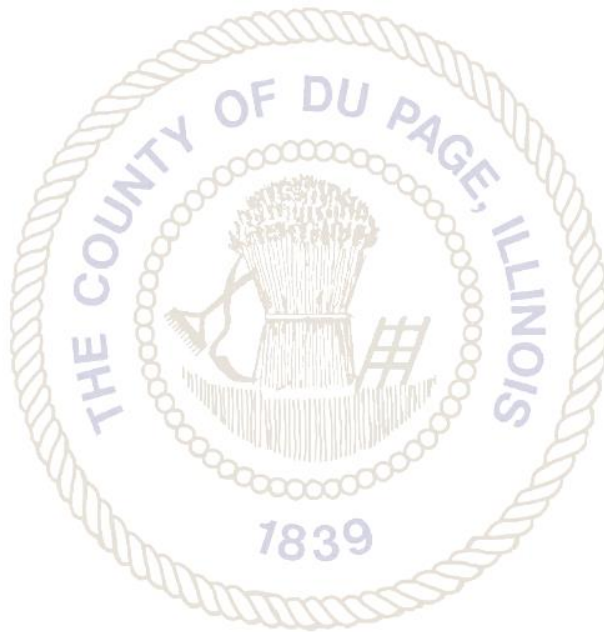


EXHIBIT C

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

CONSULTANT: Ciorba Group Inc

PROJECT: 2025 Pavement Maintenance CE-South

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Administrative	36.00	42.00	
Engineer I	38.00	44.00	
Engineer II	41.00	47.00	
Engineer III	44.00	51.00	
Engineer IV	47.00	54.00	
Lead Structural Engineer	82.00	90.00	
Lead Surveyor	55.00	64.00	
Principal	90.00	90.00	
Project Engineer I	53.00	61.00	
Project Engineer II	59.00	68.00	
Project Manager I	61.00	71.00	
Project Manager II	80.00	90.00	
Project Manager III	90.00	90.00	
Senior Resident Engineer	80.00	90.00	
Structures Engineer II	43.00	50.00	
Structures Engineer III	45.00	52.00	
Technician III	48.00	56.00	
Intern	25.00	29.00	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Signature

Melissa Bentz

Print Name

Date: 03/11/2025

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: _____

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: 2025 Pavement Maintenance – South Region

[illegible]

Signature of Authorized Agent
for CONSULTANT:

Signature

Date:

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)

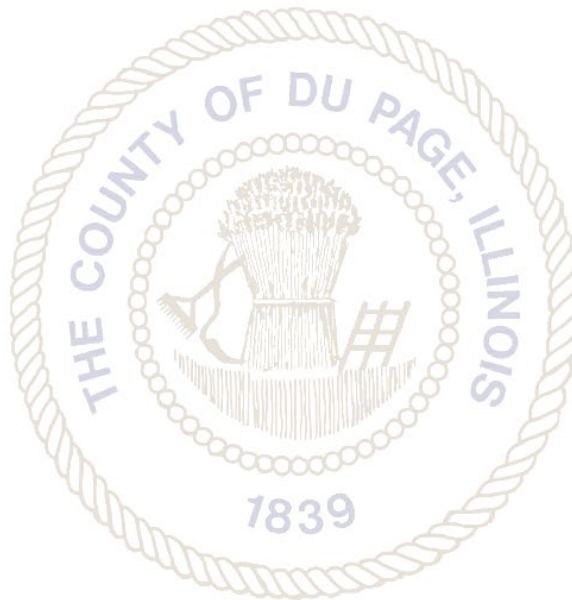


EXHIBIT D

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

The Consulting Firm of _____

hereby notifies the COUNTY through the that they need to reassign staff for the

_____ project,

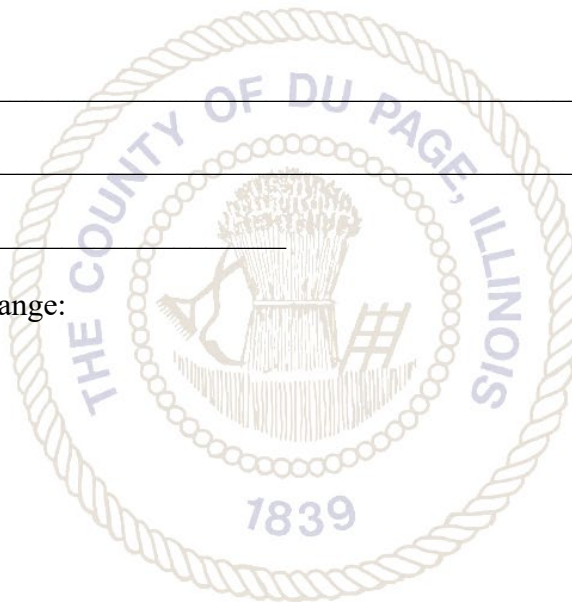
Section No. _____.

Position to be changed: _____

Person to be replaced: _____

Effective date: _____

Reason for requesting change:



Proposed Replacement (Name and Title): _____

(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.



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: 03/10/25

Bid/Contract/PO #: _____

Company Name: Ciorba Group Inc	Company Contact: Melissa Bentz
Contact Phone: 773-355-2923	Contact Email: mbentz@ciorba.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Melissa Bentz

Title CFO

Date 03/10/2025

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



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: 3/13/25

Bid/Contract/PO #:

Company Name: Rubino Engineering, Inc.	Company Contact: Michelle Lipinski
Contact Phone: 847-931-1555	Contact Email: Michelle.Lipinski@rubinoeng.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on file**

Printed Name Michelle Lipinski, P.E.

Title President

Date 3/13/2025

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



File #: DT-P-0028-25

Agenda Date: 4/15/2025

Agenda #: 6.H.

AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND PRIMERA ENGINEERS, LTD.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2025 PAVEMENT MAINTENANCE (NORTH) PROGRAM
SECTION 25-PVMTC-24-GM
(CONTRACT TOTAL NOT TO EXCEED \$535,843.00)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2025 Pavement Maintenance (North) Program, Section 25-PVMTC-24-GM; and

WHEREAS, Primera Engineers, Ltd. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed \$535,843.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 2-353(1)(a) of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and the CONSULTANT be hereby accepted and approved for a contract total not to exceed \$535,843.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that the County Clerk transmit an original copy of this Resolution and Agreement to Primera Engineers, Ltd, 650 Warrenville Road, Suite 200, Lisle, Illinois 60532, by and through the Division of Transportation.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$535,843.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/15/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$535,843.00
	CURRENT TERM TOTAL COST: \$535,843.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Primera Engineers, Ltd.	VENDOR #: 11002	DEPT: Division of Transportation	DEPT CONTACT NAME: William C. Eidson
VENDOR CONTACT: Stacie Dovalovsky	VENDOR CONTACT PHONE: 630-324-5100	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: sdovalovsky@primeraeng.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). 2025 Pavement Maintenance (North) Program - Professional Construction Engineering Services. Section 25-PVMTC-24-GM.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Construction engineering and administration services for the County's highway system Pavement Maintenance Program. Tasks involve specification enforcement, measurement of quantities, contract administration, and contract coordination.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. 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 33 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 firm's understanding of the project, strategies to ensure timely completion of the project, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Primera Engineers, Ltd. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Primera Engineers, Ltd. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Primera Engineers, Ltd. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance/Accounts Payable
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Primera Engineers, Ltd	Vendor#: 11002	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 650 Warrenville Road, Suite 200	City: Lisle	Address:	City:
State: IL	Zip: 60532	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 22, 2025	Contract End Date (PO25): Jun 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		25-PVMTC-24-GM	FY25	1500	3500	53090	VV25PVMTC_NORTH	485,000.00	485,000.00
2	1	EA		25-PVMTC-24-GM	FY26	1500	3500	53090	VV25PVMTC_NORTH	50,843.00	50,843.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 535,843.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. 2025 Pavement Maintenance (North) Program - Professional Construction Engineering Services. Section 25-PVMTC-24-GM
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, don not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date November 30, 2027. Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND PRIMERA ENGINEERS, LTD.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2025 PAVEMENT MAINTENANCE – NORTH REGION
SECTION #: 25-PVMTC-24-GM

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Primera Engineers, Ltd., licensed to do business in the State of Illinois, with offices at 650 Warrenville Road, Lisle, Illinois 60532; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional construction engineering services for 2025 Pavement Maintenance-North Region, Section # 25-PVMTC-24-GM (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed \$535,843.00; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT necessitates this scope of work.

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. 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 taxes and withholdings required by law which may become due regarding any compensation paid by the COUNTY to the CONSULTANT.

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

3.0 NOTICE TO PROCEED

- 3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks, described in Exhibit A, will be given to the CONSULTANT by representatives of the Division of Transportation.

- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 Prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule if permitted in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in working for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in Exhibit A, the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2026, unless the term of this AGREEMENT is extended in conformity with Article 14 below.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the PROJECT by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

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

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$535,843.00, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee not to exceed the amount given in Section 7.2 above. This total fee includes any and all direct labor, direct costs, overhead and the fixed fee, which are all costs the CONSULTANT will be reimbursed for in its performance of the work defined in Exhibit A. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C.

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

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

7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.

7.4 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and

certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor by calling 312-793-2800 or web site at <http://www2.illinois.gov/idol/>. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.5 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.6 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount-invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

- 7.7 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.
- 7.8 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

- 8.1.a **Worker's Compensation Insurance** in statutory amounts.
- 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident /injury and one million dollars (\$1,000,000.00) each employee/disease.
- 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**
- 8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be**

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

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law

or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) 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.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the

applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

- 13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee, or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).
- 13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.
- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.
- 13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to:** (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether

the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire.** (found at <https://mwv.dupageco.org/>).

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

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

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on June 30, 2026, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

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/ termination date of the AGREEMENT. However, nothing herein shall be construed 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 fulfil their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

19.1 In the event that 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:

Primera Engineers, Ltd
650 Warrenville Road
Lisle, IL 60532
ATTN: Stacie Dovalovsky
Transportation Division Lead
Phone: 630-324-5100
Email: sdovalovsky@primeraeng.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Stephen M. Travia
Director of Transportation
Phone: 630.407.6900
Email: Stephen.travia@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

- 26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
- 26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Kevin Siksta, VP & Construction Dept. Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor's name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.
- 26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be enough cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
- 26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in the PROJECT.

(Signature Page follows)

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

COUNTY OF DU PAGE

PRIMERA ENGINEERS, LTD.

Signature on file

Deborah A. Conroy, Chair
DuPage County Board

a

Transportation Division Lead

ATTEST BY:

ATTEST BY:

Signature on file

Jean Kaczmarek
County Clerk

BY: _____

NAME: Kathryn Thatcher

TITLE: Administrative Specialist



**DuPAGE COUNTY 2025 PAVEMENT MAINTENANCE – NORTH
SCOPE OF SERVICES**

The CONSULTANT agrees to provide, to the satisfaction of the COUNTY, certain engineering services including construction surveys, staking, inspection, measurement, computation and documentation of quantities, reporting and record keeping for construction work to be performed by the CONTRACTOR until completion of work by the CONTRACTOR and acceptance by the COUNTY of the construction section. Prior to providing such services, the CONSULTANT will ascertain the standard practices of the COUNTY, and will become familiar with the contract documents, which will include the contract between the COUNTY and the CONTRACTOR and any supplements thereto, the Standard Specifications and current addenda thereto, the plans for the construction section and approved changes thereto.

The CONSULTANT further agrees:

- (1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.
- (2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.
- (4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.
- (5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
- (6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.
- (7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER / COUNTY as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.
- (8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.
- (9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County's Engineer and become the property of the COUNTY.

- (10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.
- (11) To complete all measurements, records, including ADA inspection forms, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.
- (12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- (13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of said consultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.

DuPage County - 2025 Pavement Maintenance - North
PROPOSED MANHOURS/VEHICLE HOURS - PRIMERA

Pre-Construction			Construction																				Post Construction				Totals				
Week Ending:	3-May	10-May	17-May	24-May	31-May	7-Jun	14-Jun	21-Jun	28-Jun	5-Jul	12-Jul	19-Jul	26-Jul	2-Aug	9-Aug	16-Aug	23-Aug	30-Aug	6-Sep	13-Sep	20-Sep	27-Sep	4-Oct	11-Oct	18-Oct	25-Oct					
Senior Project Manager	1	1				1					1				1				1					1		1	8				
Administrative	1					1					1				1				1					1		1	7				
Resident Engineer/Eng V	40	40	40	40	40	40	40	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	10	10	10	10	770				
Inspector/Eng III	40	40	40	40	40	40	40	40	40	32	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	1032				
Inspector (SWE)					10	40	40	40	40	32	40	40	40	40	40	40	40	40	40	40	40	40					682				
STATE (Material Testing)					12	12	12	16	16	16	16	16	32	16	24	16	32	32	35	20	40	16					379				
Weekly Totals	82	81	80	80	102	134	132	126	126	110	128	126	142	126	136	126	142	142	147	130	150	126	50	52	50	52					
Pre - Construction		163																					Construction				2511	Post Construction		204	2878
Vehicle Days																															
Primera	10	10	9	9	9	9	9	9	9	7	9	9	9	9	9	9	9	9	9	9	9	9	5	5			208				
SWE					1	5	5	5	5	4	5	5	5	5	5	5	5	5	5								70				
STATE Testing					2	2	2	2	2	2	2	2	3	2	3	2	3	3	3	2	5	2					44				
Grand Total Vehicle Days																											322				

PAYROLL ESCALATION TABLE ANNIVERSARY RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By
Work Order #(if applicable)

Primera Engineers, Ltd.

Kevin Siksta
N/A

DATE 03/20/25
PTB-ITEM # 1

CONTRACT TERM 8 MONTHS
START DATE 4/15/2025
RAISE DATE Anniversary

END DATE 12/15/2025

OVERHEAD RATE 132.68%
COMPLEXITY FACTOR
% OF RAISE 3.00%
CURRENT SALARY CAP \$90.00

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

4

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

The total escalation = 1.00%

PAYROLL RATES

FIRM NAME	Primera Engineers, Ltd.
PRIME/SUPPLEMENT	0
PTB-ITEM #	1
Work Order #	N/A

DATE 03/20/25

ESCALATION FACTOR **1.00%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$90.00 CAP)
Principal	\$90.00	\$90.00
Senior Project Manager	\$85.15	\$86.00
Project Manager	\$79.00	\$79.79
Engineer V	\$84.00	\$84.84
Engineer IV	\$65.00	\$65.65
Engineer III	\$58.00	\$58.58
Engineer II	\$44.00	\$44.44
Engineer I	\$37.00	\$37.37
Field Technician IV	\$60.00	\$60.60
Field Technician III	\$50.00	\$50.50
Field Technician II	\$40.00	\$40.40
Field Technician I	\$32.00	\$32.32
Project Management Assistant	\$42.00	\$42.42
Administrative	\$34.00	\$34.34
Intern	\$25.00	\$25.25

SUB-CONSULTANTS

FIRM NAME	<u>Primera Engineers, Ltd.</u>	DATE	<u>03/20/25</u>
PRIME/SUPPLEMENT	<u>0</u>		
PTB-ITEM #	<u>1</u>		
Work Order #	<u>N/A</u>		

SUB-CONSULTANT NAME	Direct Labor Total (Payroll Only)	Contribution to the Prime (Sub-Consultant DL)
SWE Solutions	44,615.00	4,461.50
STATE Testing	20,596.00	2,059.60
Total	65,211.00	6,521.10

DATE **03/20/25**

PR + OH = \$294,829
PR+OH+DC+FF = \$361,753
DBE % = 0%
Phase III = \$0

SHEET 1 OF 5

171

EXHIBIT A
Page 9 of 19

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #
Work Order #

Primera Engineers, Ltd.

Date: 03/20/25

0

1

Kevin Siksta

[illegible]

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	State Materials Engineering, LLC
PRIME/SUPPLEMENT	Prime
Prepared By	JAB
Work Order #(if applicable)	

DATE	03/07/25
PTB-ITEM#	214-022

CONTRACT TERM	7	MONTHS
START DATE	4/1/2025	
RAISE DATE	3/1/2026	
END DATE	11/1/2025	

OVERHEAD RATE	138.62%
COMPLEXITY FACTOR	0
% OF RAISE	3%
CURRENT SALARY CAP	\$90.00

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	4/1/2025	10/31/2025	7	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME State Materials Engineering, LLC
 PRIME/SUPPLEMENT Prime
 PTB-ITEM # 214-022
 Work Order # 0

DATE 03/07/25

ESCALATION FACTOR 0.00%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE (\$90.00 CAP)
Principal	\$90.00	\$90.00
Associate Engineer/PM	\$90.00	\$90.00
Senior Engineer II	\$75.00	\$75.00
Professional Engineer	\$63.50	\$63.50
Civil Engineer	\$44.50	\$44.50
Engineering Technician I	\$30.00	\$30.00
Engineering Technician II	\$41.00	\$41.00
Materials Coordinator	\$57.09	\$57.09
Quality Assurance Manager	\$57.63	\$57.63
Staff Accountant	\$46.50	\$46.50
Administrative Assistant II	\$38.00	\$38.00
CWI	\$53.44	\$53.44
Laboratory Technician II	\$38.00	\$38.00
Level II Technician	\$50.49	\$50.49
Level III Technician	\$55.27	\$55.27
Laboratory Manager	\$58.27	\$58.27
Material Tester I	\$54.72	\$54.72
Material Tester II	\$54.72	\$54.72
Senior Geological Technician	\$54.00	\$54.00
Senior Source Inspector	\$52.50	\$52.50
Apprentice	\$34.32	\$34.32

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM
PTB-ITEM #
PRIME/SUPPLEMENT
Work Order #

State Materials Engineering, LLC

25-PVMTC-24-GM

Prime

0

OVERHEAD RATE	138.62%
----------------------	----------------

138.62%

COMPLEXITY FACTOR 0

0

DATE **03/07/25**

03/07/25

[illegible]

Department use only

PR + OH = \$49,146

PR+OH+DC+FF = \$59,234

$$\text{DBE \%} = 0\%$$

Phase III = \$0

AVERAGE HOURLY PROJECT RATES

FIRM State Materials Engineering, LLC
PTB-ITEM# 214-022
PRIME/SUPPLEMENT Prime
Work Order # 0

DATE 03/07/25

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL	TOTAL	TOTAL	TASK QA Field and Lab Testing			TASK			TASK			TASK			TASK		
		HOURS	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$90.00	0.0																	
Associate Engineer/PM	\$90.00	5.0	1.32%	1.19	5	1.32%	1.19												
Senior Engineer II	\$75.00	0.0																	
Professional Engineer	\$63.50	10.0	2.64%	1.68	10	2.64%	1.68												
Civil Engineer	\$44.50	0.0																	
Engineering Technician I	\$30.00	0.0																	
Engineering Technician II	\$41.00	0.0																	
Materials Coordinator	\$57.09	10.0	2.64%	1.51	10	2.64%	1.51												
Quality Assurance Manager	\$57.63	0.0																	
Staff Accountant	\$46.50	0.0																	
Administrative Assistant II	\$38.00	0.0																	
CWI	\$53.44	0.0																	
Laboratory Technician II	\$38.00	10.0	2.64%	1.00	10	2.64%	1.00												
Level II Technician	\$50.49	72.0	19.00%	9.59	72	19.00%	9.59												
Level III Technician	\$55.27	10.0	2.64%	1.46	10	2.64%	1.46												
Laboratory Manager	\$58.27	10.0	2.64%	1.54	10	2.64%	1.54												
Material Tester I	\$54.72	32.0	8.44%	4.62	32	8.44%	4.62												
Material Tester II	\$54.72	220.0	58.05%	31.76	220	58.05%	31.76												
Senior Geological Technician	\$54.00	0.0																	
Senior Source Inspector	\$52.50	0.0																	
Apprentice	\$34.32	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		379.0	100%	\$54.34	379.0	100.00%	\$54.34	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

EXHIBIT A
Page 14 of 19

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #
Work Order #

State Materials Engineering, LLC
Prime
214-022
JAB

Date: 03/07/25

[illegible]

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By
Work Order #(if applicable)

SWE Solutions
PRIME
Stephanie Wong

DATE 03/10/25
PTB-ITEM# 215

CONTRACT TERM 14 **MONTHS**
START DATE 4/30/2025
RAISE DATE 4/6/2026

END DATE 6/30/2026

OVERHEAD RATE 114.99%
COMPLEXITY FACTOR 0
% OF RAISE 3%
CURRENT SALARY CAP \$90.00

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	4/30/2025	4/6/2026	11	78.57%
1	4/7/2026	7/6/2026	3	22.07%

The total escalation = **0.64%**

FIRM NAME	SWE Solutions
PRIME/SUPPLEMENT	PRIME
PTB-ITEM #	215
Work Order #	0

ESCALATION FACTOR	0.64%
-------------------	-------

WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.

FIRM

DATE _____

03/10/25

215

114.99%

PRIME

0

0

Department use only

Phase III = \$0

FIRM	SWE Solutions
PTB-ITEM#	215
PRIME/SUPPLEMENT	PRIME
Work Order #	0

DATE **03/10/25**

SHEET 1 OF 5

[illegible]

FIRM NAME	SWE Solutions	Date:	03/10/25
PRIME/SUPPLEMENT	PRIME		
PTB-ITEM #	215		
Work Order #	Stephanie Wong		

[illegible]

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: DUPAGE COUNTY 2025 PAVEMENT MAINTENANCE

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

Date:_____

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: State Materials Engineering, LLC OBA S.T.A.T.E. Testing, LLC

PROJECT: DuPage 2025 Pavement Maintenance 25-PVMTC-24-GM

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	\$90	\$90	
Associate Engineer/PM	\$90	\$90	
Senior Engineer II	\$70	\$80	
Senior Engineer I	\$62	\$70	
Professional Engineer	\$59	\$67	
Civil Engineer	\$42	\$46	
Engineering Technician I	\$30	\$34	
Engineering Technician II	\$40	\$46	
Materials Coordinator	\$55	\$60	
Quality Assurance Manager	\$54	\$60	
Staff Accountant	\$42	\$48	
Administrative Assistant II	\$38	\$42	
CWI	\$50	\$57	
Laboratory Technician II	\$35	\$40	
Level II Technician	\$46	\$52	
Level III Technician	\$50	\$57	
Laboratory Manager	\$55	\$60	
Material Tester I	\$50	\$57	
Material Tester II	\$50	\$57	
Senior Geological Technician	\$50	\$56	
Senior Source Inspector	\$50	\$56	
Apprentice	\$30	\$35	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Date: 3/12/25

Signature

DEREK A WHITE

Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: _____

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: 2025 DuPage County Pavement Maintenance (25-PVMTC-24-GM)

[illegible]

Signature of Authorized Agent
for CONSULTANT:

Date: 3/10/2025

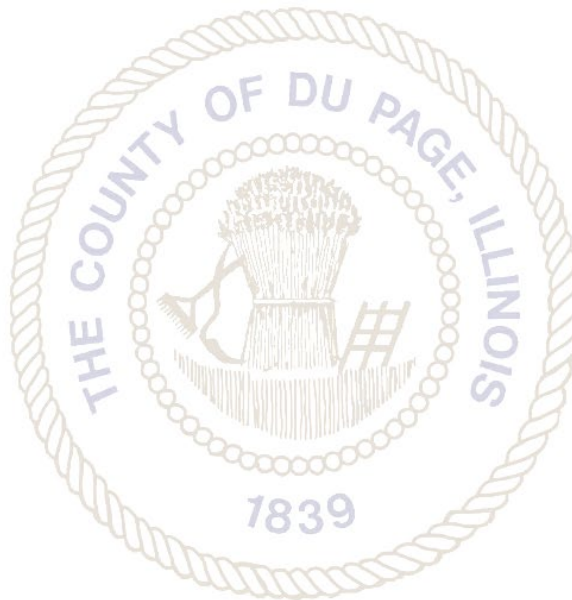
Stephanie Wong
Print Name

Yifang Lu, Chief Highway Engineer

Page 1 of 2
Rev 02/25

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)





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: 03/07/2025

Bid/Contract/PO #:

Company Name: Primera Engineers, Ltd.	Company Contact: Melissa Clark
Contact Phone: (312) 242-6382	Contact Email: mclark@primeraeng.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Melissa Clark

Title SVP, CFO

Date 03/07/2025

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



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: 3/06/2025

Bid/Contract/PO #: 25-PVMTC-24-GM

Company Name: State Materials Engineering, LLC DBA S.T.A.T.E. Testing, LLC	Company Contact: Jay J. Behnke
Contact Phone: 847-836-6002	Contact Email: jbehnke@statetestingllc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name Jay J. Behnke

Title President

Date 3/6/2025

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



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: 3/2/2025

Bid/Contract/PO #: _____

Company Name: SWE Solutions	Company Contact: Stephanie Wong
Contact Phone: (331) 645-8183	Contact Email: swong@swe-solutions.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on file**

Printed Name Stephanie Wong

Title President

Date 3/2/2025

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



Change Order

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

File #: 25-0843

Agenda Date: 4/15/2025

Agenda #: 7.A.

Consent
DOT 4/15
OB 4/22kbc
2/2**Request for Change Order**
Procurement Services Division
Attach copies of all prior Change Orders

Date: Mar 19, 2025

MinuteTraQ (IQM2) ID #:

Purchase Order #: 3731-1-SERV	Original Purchase Order Date: Feb 26, 2019	Change Order #: 5	Department: Division of Transportation
Vendor Name: American Surveying & Engineering		Vendor #: 13234	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Contract purchase order for Professional Right-of-Way Negotiation Services. No change in contract encumbrance. Extend contract expiration date to May 31, 2026, and last invoice allowed date to May 31, 2027.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$95,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$95,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$95,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input checked="" type="checkbox"/> Increase (greater than 29 days) contract expiration from: May 31, 2025 to: May 31, 2026	
<input type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input type="checkbox"/> Funding Source _____	
<input type="checkbox"/> OTHER - explain below:	

kbc	6892	Mar 19, 2025	<i>SMT</i>	6910	3/21/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer	Date	Chairman's Office	Date		
(Decision Memos Over \$25,000)		(Decision Memos Over \$25,000)			



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: Mar 19, 2025

File ID #:

Purchase Order #: 3731-1-SERV

Requesting Department: Division of Transportation	Department Contact: Theresa Smith
Contact Email: theresa.smith@dupagecounty.gov	Contact Phone: 6900
Vendor Name: American SURvey & Engineering, P.C.	Vendor #: 13234

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

The professional right-of-way negotiation service contract 3731-1-SERV issued to American Survey & Engineering, P.C., expires on May 31, 2025. An extension of time until May 31, 2026 is recommended.

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

The Division of Transportation (DOT) retained American Survey & Engineering, P.C. to provide professional right-of-way negotiation services for DOT projects on an as-needed basis. ASE is negotiating right-of-way acquisition for the Lemont Road (87th to 83rd) project with several parcels remaining unsecured.

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 8 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by American Surveying & Engineering, P.C. is most qualified and has 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.

An extension of time to May 31, 2026 with no change in the contract amount is the recommended course of action since American Surveying & Engineering, P.C. has completed the work to date in a satisfactory and timely manner. American is in the best position to continue to provide right-of-way negotiation services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would be counter-productive and more costly.

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.

No change in contract encumbrance.



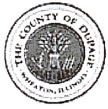
Change Order

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

File #: 25-0848

Agenda Date: 4/15/2025

Agenda #: 7.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 4/15
CB 4/22

Date: Mar 6, 2025

MinuteTraq (IQM2) ID #:

Purchase Order #: 5896-1-SERV	Original Purchase Order Date: Mar 1, 2021	Change Order #: 2	Department: Division of Transportation
Vendor Name: Rush Truck Centers of Illinois, Inc.	Vendor #: 13272	Dept Contact: Kathleen Black Curcio	
Background and/or Reason for Change Order Request:	To furnish & deliver eight (8) Plow Trucks with Snow and Ice Equipment for DOT. Expiration extension to 11/30/25 & change LN1 and LN2 to FY25		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$2,347,562.00
B	Net \$ change for previous Change Orders	\$29,152.00
C	Current contract amount (A + B)	\$2,376,714.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$2,376,714.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	1.24%

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: Nov 30, 2024 to: Nov 30, 2025
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

kbc	6892	Mar 6, 2025	8MT	6910	3/17/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	3/20/25	
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: Mar 24, 2025

File ID #:

Purchase Order #: 5896-1-SERV

Requesting Department: Division of Transportation	Department Contact: Michael Figuray
Contact Email: michael.figuray@dupagecounty.gov	Contact Phone: 6920
Vendor Name: Rush Truck Centers of Illinois, Inc.	Vendor #: 13272

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

Contract purchase order to furnish and deliver eight (8) Plow Trucks with Snow and Ice Equipment for the Division of Transportation. Requesting approval to extend contract expiration date to November 30, 2025.

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

DuPage County Division of Transportation ordered eight (8) plow trucks in 2022 with an expected deliver date of 2024. Due to unforeseen circumstances in the chassis build schedule, the trucks were delayed and will not be delivered until 2025.

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

State of Illinois/CMS Bid Buy Contract 19-416CMS-BOSS4-P-8607

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

The Division of Transportation staff recommends this extension as the trucks are being delivered in this fiscal year.

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.

No change in contract encumbrance.



Change Order

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

File #: 25-0879

Agenda Date: 4/15/2025

Agenda #: 7.C.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Consent
DOT 4/15
OB 4/22

Date: Mar 11, 2025

MinuteTraq (IQM2) ID #:

Purchase Order #: 6440-1-SERV	Original Purchase Order Date: May 14, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: Altorfer Industries, Inc.		Vendor #: 30492	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Contract purchase order to furnish & deliver caterpillar replacement parts, service and sublet labor for DOT Fleet. Exp. date 05/31/24. Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$30,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$30,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$14,885.55)
E	New contract amount (C + D)	\$15,114.45
F	Percent of current contract value this Change Order represents (D / C)	-49.62%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-49.62%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☐ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☐ Funding Source _____
- ☐ OTHER - explain below:

kbc	6892	Mar 11, 2025	<i>S. 287</i>	6910	3/25/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer _____ Date _____			Procurement Officer <i>[Signature]</i> Date <i>4/1/2025</i>		
Chief Financial Officer (Decision Memos Over \$25,000)		Date _____	Chairman's Office (Decision Memos Over \$25,000)		Date _____



Change Order

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

File #: 25-0845

Agenda Date: 4/15/2025

Agenda #: 7.D.

board

Consent
DOT 4/15
CB 4/22

kbc
JS



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

Date: Mar 18, 2025

MinuteTraq (IQM2) ID #:

Purchase Order #: 6295-SERV	Original Purchase Order Date: Feb 15, 2023	Change Order #: 3	Department: Division of Transportation
Vendor Name: Auto Tech Centers Inc.		Vendor #: 11260	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Contract to furnish & deliver Goodyear tires for the Division of Transportation Fleet Maintenance. Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$150,000.00
B	Net \$ change for previous Change Orders	\$35,000.00
C	Current contract amount (A + B)	\$185,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$46,192.60)
E	New contract amount (C + D)	\$138,807.40
F	Percent of current contract value this Change Order represents (D / C)	-24.97%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-7.46%
DECISION MEMO NOT REQUIRED		

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

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

kbc	6892	Mar 18, 2025	<i>[Signature]</i>	6910	3/21/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer		Date	Procurement Officer <i>[Signature]</i>		Date 3/26/2025
Chief Financial Officer		Date	Chairman's Office		Date
(Decision Memos Over \$25,000)			(Decision Memos Over \$25,000)		



Change Order

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

File #: 25-0849

Agenda Date: 4/15/2025

Agenda #: 8.A.

DT-R-0263A-22

AMENDMENT TO RESOLUTION DT-R-0263-22
ISSUED TO H & H ELECTRIC COMPANY
FOR LED TRAFFIC SIGNAL HEAD REPLACEMENTS
AT VARIOUS LOCATIONS
SECTION 22-TSUPG-06-GM
(DECREASE \$1,879.02 AND CLOSE; -0.63%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0263-22 on June 28, 2022;
and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0263-22 to H & H Electric Company for LED Traffic Signal Head Replacements, Section 22-TSUPG-06-GM; and

WHEREAS, the current contract total amount is \$298,659.91; and

WHEREAS, H & H Electric Company has completed all obligations under the contract, and there are allocated and unexpected funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the project, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$1,879.02, resulting in a final County cost of \$296,780.89, a decrease of 0.63%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

5890-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0263-22

PURCHASE ORDER NO.

REQUISITIONING AGENCY
DuPage County Division of Transportation

SHIP TO ADDRESS

RESOLUTION NUMBER

03/07/2025

DATE

NAME
421 N. County Farm Road

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

NAME

ADDRESS

CITY, STATE, ZIP

PL			FUND			VENDOR NUMBER			EXPIRATION DATE			LAST INVOICE DATE			FOB		
						11042			6/30/2023						Wheaton, IL		
FY-ACCT UNIT-ACCT CODE-ACT CODE						QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE		EXTENSION		
1500-3550-54050									LED Traffic Signal Head Replacement at Various Locations						298,659.91		
									Section Number 22-TSUPG-06-GM								
1500-3550-54050						VV22TSUPG			Amendment								
									DT-R-0263A-22 - Decrease and Close						-1,879.02		
									(-0.63%)								
													TOTAL		\$296,780.89		

REMIT TO:

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

COMMITTEE APPROVAL

DATE

Transportation

County Board

Signature on file

D

ATE

3/17/25



Change Order

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

File #: 25-0852

Agenda Date: 4/15/2025

Agenda #: 8.B.

DT-R-0018A-19

AMENDMENT TO RESOLUTION DT-R-0018-19
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF CAROL STREAM FOR IMPROVEMENTS
AT THE INTERSECTION OF SCHMALE ROAD AT LIES ROAD
(DECREASE \$7,176.57 AND CLOSE; -43.92%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0018-19 on January 15, 2019, to enter into an Intergovernmental Agreement for improvements at the intersection of CH 36/Schmale Road and Lies Road, under the jurisdiction of the County of DuPage; and

WHEREAS, the current contract total amount is \$16,340.90; and

WHEREAS, the Village of Carol Stream has completed all obligations under the contract, and there are allocated and unexpected funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$7,176.57, resulting in a final County cost of \$9,164.33, a decrease of 43.92%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

kbc
AS

3663-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0018-19

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

03/05/2025

DATE

PL			FUND		VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
					20304		11/30/2025				Wheaton, IL	
FY-ACCT UNIT-ACCT CODE-ACT CODE			QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION	
1500-3500-54050						Schmale Road at Lies Road Intersection Improvements					16,340.90	
						Section Number N/A						
						Amendment						
1500-3500-54050						DT-R-0018A-19 - Decrease and Close					-7,176.57	
						(-43.92%)						
TOTAL											\$9,164.33	

REMIT TO:

Village of Carol Stream 500 N. Gary Avenue, Carol Stream, IL 60188

COMMITTEE APPROVAL	DATE	Signature on file 3/21/25 DATE
Transportation		
County Board		

FORM PR770 REV. 1193



Change Order

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

File #: 25-0853

Agenda Date: 4/15/2025

Agenda #: 8.C.

DT-R-0158B-21

AMENDMENT TO RESOLUTION DT-R-0158A-21
ISSUED TO COPENHAVER CONSTRUCTION
2021 SIDEWALK IMPROVEMENT PROGRAM
SECTION 19-SDWLK-04-SW
(DECREASE \$23,007.28 AND CLOSE; -10.68%)

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-R-0158A-21 on May 25, 2021 and DT-R-0158-21 on February 23, 2021; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0158-21 to Copenhaver Construction for the 2021 Sidewalk Improvements Program, Section 19-SDWLK-04-SW; and

WHEREAS, the current contract total amount is \$215,459.91; and

WHEREAS, Copenhaver Construction. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$23,007.28, resulting in a final County cost of \$192,452.63, a decrease of 10.68%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

98
kbc

5241-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0158-21

PURCHASE ORDER NO.

REQUISITIONING AGENCY

DuPage County Division of Transportation

SHIP TO ADDRESS

Same

RESOLUTION NUMBER

NAME

421 N. County Farm Road

NAME

ADDRESS

Wheaton, IL 60187

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

03/05/2025

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						13083		11/30/2023				Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
1500-3550-54050						2021 Sidewalk Improvement Program						215,459.91	
						Section Number 19-SDWLK-04-SW							
						DT-R-0158A-21 - Scriveners Error MFT Bond to MFT Regular							
						Amendment							
1500-3550-54050						DT-R-0158B-21 - Decrease and Close						-23,007.28	
						(-10.68%)							
TOTAL												\$192,452.63	

REMIT TO:

Copenhaver Construction 75 Koppie Drive, Gilberts, IL 60136

COMMITTEE APPROVAL

DATE

Transportation

County Board

Signature on file

1

3/17/25
DATE



Change Order

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

File #: 25-1019

Agenda Date: 4/15/2025

Agenda #: 8.D.

DT-R-0173B-22

AMENDMENT TO RESOLUTION DT-R-0173A-22
ISSUED TO R W DUNTEMAN COMPANY
2022 PAVEMENT MAINTENANCE (NORTH) PROGRAM
SECTION 22-PVMTC-17-GM
(DECREASE \$48,327.51 AND CLOSE; -0.86%)

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-R-0173A-22 on November 8, 2022 and DT-R-0173-22 on April 12, 2022; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0173-22 to R W Dunteman Company for the 2022 Pavement Maintenance (North) Program, Section 22-PVMTC-17-GM; and

WHEREAS, the current contract total amount is \$5,613,504.00; and

WHEREAS, R W Dunteman Company has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$48,327.51, resulting in a final County cost of \$5,565,176.49, a decrease of .86%, and a final cumulative increase of 3.28%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

ES
kbq

5825-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0173-22

PURCHASE ORDER NO.

REQUISITIONING AGENCY
DuPage County Division of Transportation

SHIP TO ADDRESS

RESOLUTION NUMBER

Same

04/08/2025

NAME

421 N. County Farm Road

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

NAME

ADDRESS

CITY, STATE, ZIP

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			10029			11/30/2026						Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION		
LN1-1500-3550-53320						2022 Pavement Maintenance (North) Program					5,388,504.00		
						Section #22-PVMTC-17-GM							
LN1-1500-3550-53320						DT-R-0173A-22 - Increase (4.18%)					225,000.00		
						Amendment - DT-R-0173B-22							
LN1-1500-3550-53320						Decrease remaining encumbrance and close contract (-0.86%)					-48,327.51		
										TOTAL	\$5,565,176.49		

REMIT TO:

R.W. Dunteman Company, 600 S. Lombard Road, Addison, IL 60101

COMMITTEE APPROVAL		DATE		Signature on file
Transportation		04/15/25		
County Board		04/22/25		

FORM PR770 REV. 1193



Change Order

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

File #: 25-0835

Agenda Date: 4/15/2025

Agenda #: 8.E.

DT-R-0387A-20

AMENDMENT TO RESOLUTION DT-R-0387-20
ISSUED TO BROTHERS ASPHALT PAVING, INC.
ADDISON TOWNSHIP ROAD MAINTENANCE PROGRAM
SECTION 20-1000-01-GM
(DECREASE \$57,895.97 AND CLOSE; -11.28%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0387-20 on June 23, 2020;
and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0387-20 to Brothers Asphalt Paving, Inc. for the Addison Township Road Maintenance Program, Section 20-1000-01-GM; and

WHEREAS, the current contract total amount is \$513,383.34; and

WHEREAS, Brothers Asphalt Paving, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$57,895.97, resulting in a final Township cost of \$455,487.37, a decrease of 11.28%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

kg
2/8

4690-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0387-20

PURCHASE ORDER NO.

REQUISITIONING AGENCY

DuPage County Division of Transportation

SHIP TO ADDRESS

Same

RESOLUTION NUMBER

NAME

421 N. County Farm Road

NAME

ADDRESS

Wheaton, IL 60187

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

03/05/2025

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						27418		11/30/2022				Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
1500-3651-53819						Addison Township 2020 Road Maintenance Program						200,000.00	
1500-3570-53819						Section Number 20-01000-01-GM						313,383.34	
						Amendment							
1500-3570-53819						DT-R-0387A-20 - Decrease and Close						-57,895.97	
						(-11.28%)							
TOTAL												\$455,487.37	

REMIT TO:

Brothers Asphalt Paving, Inc. 315 S. Steward Avenue Addison, IL 60101

COMMITTEE APPROVAL

DATE

Transportation

County Board

Signature on file

3/17/25
DATE



Change Order

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

File #: 25-1015

Agenda Date: 4/15/2025

Agenda #: 8.F.

DT-R-0059A-23

AMENDMENT TO RESOLUTION DT-R-0059-23
ISSUED TO RW DUNTEMAN COMPANY
FOR THE 2023 PAVEMENT MAINTENANCE (CENTRAL) PROGRAM
SECTION 23-PVMTC-21-GM
(DECREASE \$64,083.93 AND CLOSE; -1.55%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0059-23 on April 25, 2023 awarding a contract to RW Dunteman Company for the 2023 Pavement Maintenance (Central) Program, Section 23-PVMTC-21-GM; and

WHEREAS, the current contract total amount is \$4,138,000.00; and

WHEREAS, RW Dunteman Company has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the project, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$64,083.93, resulting in a final County cost of \$4,067,513.77, a decrease of .065%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

gk
kbc

6464-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0059-23

PURCHASE ORDER NO.

REQUISITIONING AGENCY
DuPage County Division of Transportation

SHIP TO ADDRESS

RESOLUTION NUMBER

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

04/08/2025

Wheaton, IL 60187

DATE

CITY, STATE, ZIP

CITY, STATE, ZIP

FUND			AGENCY			VENDOR NUMBER			EXPIRATION DATE			LAST INVOICE DATE			FOB		
						10029			11/30/2027			Wheaton, IL					
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT						UNIT PRICE		EXTENSION			
LN1-1500-3500-53320						2023 Pavement Maintenance (Central) Program							4,138,000.00				
						Section #23-PVMTC-21-GM											
						Amendment - DT-R-0059A-23											
LN1-1500-3500-53320						Decrease remaining encumbrance and close contract (-1.55%)							-64,083.93				
													TOTAL		\$4,073,916.07		

REMIT TO:

R.W. Dunteman Company, 600 S. Lombard Road, Addison, IL 60101

COMMITTEE APPROVAL		DATE
Transportation		04/15/25
County Board		04/22/25

<div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; height: 40px; margin-bottom: 10px;"></div> <div style="border-bottom: 1px solid black; height: 40px;"></div>	<div style="text-align: center; font-size: 24px; font-weight: bold; margin-bottom: 20px;">Signature on file</div> <div style="text-align: right;"> <div style="font-size: 24px; font-family: cursive; color: blue;">4/8/25</div> <div style="font-size: 10px; margin-top: 5px;">DATE</div> </div>
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Change Order

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

File #: 25-0842

Agenda Date: 4/15/2025

Agenda #: 8.G.

DT-P-0062A-21

**AMENDMENT TO RESOLUTION DT-P-0062-21
ISSUED TO ATLAS ENGINEERING GROUP, LTD
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
SECTION 21-CENGR-08-EG
(DECREASE \$72,542.50 AND CLOSE; -18.14%)**

WHEREAS, the DuPage County Board heretofore adopted Resolution DT- P-0062-21 on March 23, 2021; and

WHEREAS, a contract was awarded by County Board Resolution DT- P-0062-21 to Atlas Engineering Group, LTD for Professional Construction Engineering Services, Section 21- CENGR-08-EG; and

WHEREAS, the current contract total amount is \$400,000.00; and

WHEREAS, Atlas Engineering Group, Inc. has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$72,542.50, and close the contract, resulting in a final County cost of \$327,457.50, a decrease of 18.14%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

Consent
DOT 4/15
CB 4/22



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

Date: Mar 11, 2025

MinuteTraq (IQM2) ID #:

Purchase Order #: 5177-1-SERV	Original Purchase Order Date: Mar 25, 2021	Change Order #: 2	Department: Division of Transportation
Vendor Name: Atlas Engineering Group, LTD		Vendor #: 32246	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services, upon request (Various Locations). Section 21-CENGR-08-EG Exp. date 06/30/23. Decrease remaining encumbrance and close contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$400,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$400,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$72,542.50)
E	New contract amount (C + D)	\$327,457.50
F	Percent of current contract value this Change Order represents (D / C)	-18.14%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-18.14%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
☐ Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source _____
☐ OTHER - explain below:

kbc	6892	Mar 11, 2025	<i>SM</i>	6910	3/17/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-0954

Agenda Date: 4/15/2025

Agenda #: 8.H.

DT-R-0428B-21

AMENDMENT TO RESOLUTION DT-R-0428A-21
ISSUED TO R W DUNTEMAN COMPANY
2021 DOWNERS GROVE TOWNSHIP RESURFACING PROGRAM
SECTION 21-03000-01-GM
(DECREASE \$201,457.17 AND CLOSE; -30.25%)

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-R-0428A-21 on November 9, 2021 and DT-R-0428-21 on September 14, 2021; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0428-21 to R W Duntelman Company for the Downers Grove Township 2021 Resurfacing Program, Section 21-03000-01-GM; and

WHEREAS, the current contract total amount is \$665,889.04; and

WHEREAS, R W Duntelman Company has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the contract, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$201,457.17, resulting in a final Township cost of \$464,431.87, a decrease of 30.25%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

5443-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0428-21

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

03/05/2025

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

DATE

PL			FUND			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						10029		11/30/2023				Wheaton, IL	
FY-ACCT UNIT-ACCT CODE-ACT CODE			QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION		
1500-3653-53819						2021 Downers Grove Township Road Maintenance Program					200,000.00		
1500-3572-53819						Section Number 21-03000-01-GM					465,889.04		
						CO1 - Change Acct - 1500-3653-53819 to 8700-3902-53819							
						Amendment							
						DT-R-0428B-21 - Decrease and Close							
8700-3902-53819						(-100.00%)					-200,000.00		
1500-3572-53819						(-0.31%)					-1,457.17		
										TOTAL	\$464,431.87		

REMIT TO:

R.W. Dunteman Company, 600 S. Lombard Road, Addison, IL 60101

COMMITTEE APPROVAL	DATE		Signature on file 3/25/25 DATE
Transportation			
County Board			



Change Order

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

File #: 25-1027

Agenda Date: 4/15/2025

Agenda #: 8.I.

DT-R-0172D-22

AMENDMENT TO RESOLUTION DT-R-0172C-22
ISSUED TO K-FIVE CONSTRUCTION CORPORATION
2022 PAVEMENT MAINTENANCE (SOUTH) PROGRAM
SECTION 22-PVMTC-18-GM
(DECREASE \$311,588.42 AND CLOSE; -6.30%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0172C-22 on July 18, 2023, DT-R-0172B-22 on November 8, 2022, DT-R-0172A-22 on May 10, 2022, and DT-R-0172-22 on April 12, 2022 awarding a contract to K-Five Construction Corporation for the 2022 Pavement Maintenance (South) Program, Section 22-PVMTC-18-GM; and

WHEREAS, the current contract total amount is \$4,947,388.59; and

WHEREAS, K-Five Construction Corporation has completed all obligations under the contract, and there are allocated and unexpended funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the project, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$311,588.42, resulting in a final County cost of \$4,635,800.17, a decrease of 6.30%, and a cumulative decrease of 1.31%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

8/8
kbc

5823-1-SERC

WHEATON, ILLINOIS 60187

DT-R-0172-22

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

04/08/2025

DATE

FUND AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			10842		11/30/2026				Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT		UNIT PRICE	EXTENSION	
LN1-1500-3550-53320						2022 Pavement Maintenance (South) Program			4,697,388.59	
						Section #22-PVMTC-18-GM				
						DT-R-0172A-22 -Scriveners Error				
LN1-1500-3550-53320						DT-R-0172B-22 - Increase (+2.13%)			100,000.00	
LN1-1500-3550-53320						DT-R-0172C-22 - Increase (+3.13%)			150,000.00	
						Amendment - DT-R-0172D-22				
LN1-1500-3550-53320						Decrease remaining encumbrance and close contract (-6.30%)			-311,588.42	
						Cumulative percent of all Change Orders (-1.31%)				
TOTAL									\$4,635,800.17	

REMIT TO:

K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200, Westmont, IL 60559

COMMITTEE APPROVAL

DATE

Transportation

04/15/25

County Board

04/22/25

Signature on file

DATE

4/8/25



Change Order

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

File #: 25-1009

Agenda Date: 4/15/2025

Agenda #: 8.J.

DT-R-0061A-23

AMENDMENT TO RESOLUTION DT-R-0061-23
TO R.W. DUNTEMAN COMPANY.
2023 PAVEMENT MAINTENANCE (NORTH) PROGRAM
SECTION 23-PVMTC-19-GM
(INCREASE \$150,610.95, + 2.39%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0061-23 on April 25, 2023; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0061-23 to R.W. Duntelman Company for the 2023 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM; and

WHEREAS, changes to the contract plans, pay items and/or contract quantities were necessary due to field conditions, as listed on the attached "Supporting Data for Amendment"; and

WHEREAS, in order to construct sidewalks in accordance with the Americans with Disabilities Act it was necessary to extend the original limits of sidewalk removal and replacement; and

WHEREAS, to match existing field conditions and provide a satisfactory final pavement, the limits of paving were adjusted; and

WHEREAS, unforeseeable deteriorated curb and gutter was discovered at a later stage of the project after the existing pavement surface was removed and additional removal and replacement was required to provide a structurally sound roadway; and

WHEREAS, in response to a request from a local Village regarding a specific location requiring supplemental grading and sidewalk modifications to ensure adequate access for all road users, it was determined to be in the best interest of the County to add the work to regrade and reconstruct the sidewalk to this contract; and

WHEREAS, the plan resurfacing limit did not allow for an existing drainage issue to be corrected requiring the limit to be extended and the area regraded and repaved; and

WHEREAS, an adjustment in funding is in the best interest of the County and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-R-0061-23, issued to R.W. Dunteman Company, to increase the funding in the amount of \$150,610.95, resulting in an amended contract total amount of \$6,438,910.95, an increase of 2.39%.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

ELB
kbc

6406-1-SERV

PURCHASE ORDER NO.

WHEATON, ILLINOIS 60187

DT-R-0061-23

RESOLUTION NUMBER

REQUISITIONING AGENCY

DuPage County Division of Transportation

SHIP TO ADDRESS

Same

NAME

421 N. County Farm Road

NAME

ADDRESS

Wheaton, IL 60187

ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

04/08/2025

DATE

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						10029		11/30/2027				Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT					UNIT PRICE	EXTENSION	
LN1-1500-3550-53320						2023 Pavement Maintenance (North) Program						6,288,300.00	
						Section #23-PVMTC-19-GM							
						Amendment - DT-R-0061A-23							
LN1-1500-3550-53320						Increase (+2.39%)						150,610.95	
											TOTAL	\$6,438,910.95	

REMIT TO:

R.W. Dunteman Company, 600 S. Lombard Road, Addison, IL 60101

COMMITTEE APPROVAL

DATE

Transportation

04/15/25

County Board

04/22/25

Signature on file

4/8/25
DATE

SUPPORTING DATA FOR
 AMENDMENT TO RESOLUTION DT-R-0061-23
 TO R.W. DUNTEMAN COMPANY
 2023 PAVEMENT MAINTENANCE (NORTH) PROGRAM
 SECTION 23-PVMTC-19-GM
 (TO INCREASE CONTRACT BY: \$150,610.95; +2.39%)

<u>NAME</u>	<u>BID AMOUNT</u>
R.W. Dunteman Company	\$6,288,300.00
Arrow Road Construction Company	\$6,727,901.70
Plote Construction Corporation	\$7,536,174.43
K-Five Construction Corporation	\$7,652,875.55
Current Contract Amount:	\$6,288,300.00
Increase this Resolution:	\$150,610.95
Percent of Change:	+2.39%
Increase to Date:	\$150,610.95
Percent of Change:	+2.39%

Reason for Change:

Sidewalk Removal and Replacement **\$22,697.20**

Additional quantity required based on existing field conditions in order to construct ADA compliant sidewalks.

Hot Mix Asphalt Surface Course **\$84,869.00**

Additional quantity required based on adjusted resurfacing limits and final field measurements.

Various Contract Pay Item Deductions **(\$43,162.84)**

Deductions in various contract pay items based on existing Field conditions and final measurements.

Additional Deteriorated Curb **\$30,950.71**

After removal of the existing pavement surface a large area of deteriorated and crumbling curb was discovered. requiring additional curb and median repairs to be completed after all contract concrete work had previously been completed.

Bloomingtondale Rd and Fullerton Ave Sidewalk **\$33,487.66**

Additional work was added to the contract to regrade and reconstruct a sidewalk section to improve accessibility based on information received from the Village.

Regrade and Repave Driveway **\$21,769.22**

Original contract limit caused a drainage issue after paving requiring the area to be regraded and repaved.

Net Addition:	\$ 150,610.95
New Contract Total Amount:	<u>\$ 6,438,910.95</u>



Transportation Resolution

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

File #: DT-R-0005-25

Agenda Date: 4/15/2025

Agenda #: 9.A.

AWARDING RESOLUTION
TO GENEVA CONSTRUCTION COMPANY, INC.
FOR WINFIELD TOWNSHIP LIBERTY STREET RESURFACING
SECTION 25-08000-01-RS
(ESTIMATED TOWNSHIP COST: \$116,579.57)

WHEREAS, the Winfield Township Highway Commissioner is authorized and empowered, with the approval of the County Engineer and the Illinois Department of Transportation, to construct, repair, and improve Township roads, bridges, and appurtenances using Rebuild Illinois (RBI) funds; and

WHEREAS, the County of DuPage, on behalf of the Winfield Township Road District, has published a contract proposal for the Liberty Street Resurfacing project, Section 25-08000-01-RS, setting forth the terms, conditions, and specifications, a copy of which is incorporated herein by reference; and

WHEREAS, the following bids were received in compliance with the contract proposal for the above referenced section:

<u>NAME</u>	<u>BID AMOUNT</u>
Geneva Construction Company	\$116,579.57
Everlast Blacktop	\$118,592.14
Chicagoland Paving Contractors, Inc.	\$119,900.00
Schroeder Asphalt Services, Inc.	\$122,249.57
K-Five Construction Corporation	\$141,504.80
R W Dunteman Company	\$142,450.00
Brothers Asphalt	\$145,496.25
A Lamp Concrete Contractors, Inc.	\$154,967.87; and

WHEREAS, Geneva Construction Company was the lowest responsible bidder; and

WHEREAS, the Winfield Township Highway Commissioner has approved the bid proposal of \$116,579.57; and

WHEREAS, it is in the best interest of the County to award a contract for the Liberty Street Resurfacing project, Section 25-08000-01-RS, to Geneva Construction Company.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with all terms of the contract proposal previously published by the County, be, and is hereby awarded on behalf of the Winfield Township Road District to Geneva Construction Company for their bid in the amount of \$116,579.57; and

BE IT FURTHER RESOLVED that this contract rate is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), 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 County Clerk is hereby authorized to attest the aforesaid contract with Geneva Construction Company; and

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this Resolution to the Illinois Department of Transportation and the Winfield Township Highway Commissioner, by and through the DuPage County Division of Transportation.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

RETURN WITH BID



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	Liberty Street Resurfacing Project; Section Number 25-08000-01-RS
COMPANY NAME:	GENEVA CONSTRUCTION CO.
CONTACT PERSON:	CASS W. PRICE - V.P.
CONTACT EMAIL:	CASSP@GENEVA CONSTRUCTION CO. INC.

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Printed Name: CASS W. PRICE - V.P.

Signature

Signature on file

Title: _____

Date: 04/03/25



Transportation Resolution

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

File #: DT-R-0006-25

Agenda Date: 4/15/2025

Agenda #: 9.B.

AWARDING RESOLUTION
TO TRIGGI CONSTRUCTION, INC.
2025 SIDEWALK IMPROVEMENTS PROGRAM
SECTION 23-SDWLK-07-SW
(ESTIMATED COUNTY COST: \$985,127.30)

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 2025 Sidewalk Improvements Program, Section 23-SDWLK-07-SW, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the Engineer's estimate for the project was \$730,464.00; and

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

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

<u>NAME</u>	<u>BID AMOUNT</u>
Triggi Construction, Inc.	\$985,127.30
Davis Concrete Construction Company	\$998,578.89
RW Duntelman Company	\$1,064,950.00
D'Land Construction, LLC	\$1,075,304.61
Landmark Contractors, Inc.	\$1,134,840.87
Martam Construction, Inc.	\$1,263,755.80
Copenhaver Construction, Inc.	\$1,356,967.87
Alliance Contractors, Inc.	\$1,360,400.21
A Lamp Concrete Contractors, Inc.	\$1,374,558.92; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Triggi Construction, Inc. for their submission of the lowest responsible bid in the amount of \$985,127.30.

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 Triggi Construction, Inc., 1975 Powis Road, West Chicago, Illinois 60186 for their bid of \$985,127.30; and

BE IT FURTHER RESOLVED that this contract is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), 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 County Clerk is hereby authorized to attest the aforesaid contract with Triggs Construction, Inc.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

28 kb



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	2025 Sidewalk Improvements Section #23-SDWLK-07-SW
COMPANY NAME:	Triggi Construction, Inc.
CONTACT PERSON:	Arthur Merkelz, Estimator
CONTACT EMAIL:	amerkelz@triggiconstruction.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

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

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

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

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

Section IV: Certification

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

Printed Name: Giovanni Difruscolo

Signature

Signature on file

Title: President

Date: 04/03/2025



Transportation Resolution

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

File #: DT-R-0007-25

Agenda Date: 4/15/2025

Agenda #: 9.C.

AWARDING RESOLUTION
TO K-FIVE CONSTRUCTION CORPORATION
2025 PAVEMENT MAINTENANCE (SOUTH) PROGRAM
SECTION 25-PVMTC-25-GM
(COUNTY COST: \$7,150,125.82)

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 2025 Pavement Maintenance (South) Program, Section 25-PVMTC-25-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

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

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

<u>NAME</u>	<u>BID AMOUNT</u>
K-Five Construction Corporation	\$7,150,125.82
Plote Construction, Inc.	\$7,181,252.85
Builders Paving, LLC	\$7,186,388.00
RW Duntelman Company	\$7,364,615.00; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to K-Five Construction Corporation for their submission of the lowest responsible bid in the amount of \$7,150,125.82.

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 K-Five Construction Corporation, 999 Oakmont Plaza Drive, Suite 200, Westmont, Illinois 60559; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), 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 form appropriating the necessary Rebuild Illinois (RBI) and Motor Fuel (MFT) 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 DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the County Clerk is hereby authorized to attest the aforesaid contract with K-Five Construction Corporation.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

Kbc
JS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

Wheaton, IL 60187

CITY, STATE, ZIP

CITY, STATE, ZIP

04/08/2025

DATE

FUND AGENCY			VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			10843		5/31/2028		Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY25-1500-3550-53320			VV25PVMTC	SOUTH		2025 Pavement Maintenance (South) Program		4,000,000.00
FY26-1500-3550-53320			VV25PVMTC	SOUTH		Section 25-PVMTC-25-GM		3,150,125.82
							TOTAL	\$7,150,125.82

VENDOR

K-Five Construction Corporation 999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559

COMMITTEE APPROVAL		DATE	<p style="text-align: center;">DOT TO ISSUE FORMAL NOTICE TO PROCEED</p> <p style="text-align: center;">DO NOT SEND PO</p> <p style="text-align: center;">HEADER COMMENTS</p> <p style="text-align: center;">***DOT-K-Five 25-PVMTC-25-GM***</p>	<p style="text-align: center;">Signature on file</p> <p style="text-align: center;">DEPARTMENT APPROVAL</p> <p style="text-align: right;"><i>4/8/25</i> DATE</p>
Transportation		04/15/25		
County Board		04/22/25		

FORM PR770 REV. 1193



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO # **25-PVMTC-25-GM**

Company Name: K-Five Construction	Company Contact: Joe Bodzioch
Contact Phone: 630-257-5600	Contact Email: estimating@k-five.net

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
Dupage Mayors & Managers Conf.	K-Five Construction	Check	\$1,000.00	02/06/2025

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on file

Printed Name

Robert G. Krug

Title

President

Date

04/03/2025



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

File #: DT-R-0008-25

Agenda Date: 4/15/2025

Agenda #: 9.D.

AWARDING RESOLUTION
TO BUILDERS PAVING, LLC
2025 PAVEMENT MAINTENANCE (NORTH) PROGRAM
SECTION 25-PVMTC-24-GM
(COUNTY COST: \$7,524,912.96)

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 2025 Pavement Maintenance (North) Program, Section 25-PVMTC-24-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

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

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

<u>NAME</u>	<u>BID AMOUNT</u>
Builder's Paving, LLC	\$7,524,912.96
R.W. Dunteman Company	\$7,682,643.99
K-Five Construction Corporation	\$7,694,822.57
Plote Construction Corporation	\$8,231,496.66; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Builder's Paving, LLC for their submission of the lowest responsible bid in the amount of \$7,524,912.96.

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 Builder's Paving, LLC, 4401 Roosevelt Road, Hillside, Illinois 60162 for their bid of \$7,524,912.96; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), 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 the accompanying Illinois Department of Transportation BLR form appropriating the necessary Rebuild Illinois (RBI) and Motor Fuel (MFT) 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 DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and County Clerk is hereby authorized to attest the aforesaid contract with Builder's Paving, LLC.

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

4/8
kbc

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY DuPage County Division of Transportation	SHIP TO ADDRESS Same	RESOLUTION NUMBER
	NAME 421 N. County Farm Road	NAME	
04/08/2025	ADDRESS Wheaton, IL 60187	ADDRESS	
DATE	CITY, STATE, ZIP	CITY, STATE, ZIP	

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			31650			5/31/2028						Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION		
FY25-1500-3550-53320			VV25PVMTCNORTH			2025 Pavement Maintenance (North) Program					4,000,000.00		
FY26-1500-3550-53320			VV25PVMTC_NORTH			Section 25-PVMTC-24-GM					3,524,912.96		
										TOTAL	\$7,524,912.96		

VENDOR		
Builders Paving, LLC 4401 Roosevelt Road, Hillside, IL 60162		
COMMITTEE APPROVAL	DATE	<div>DOT TO ISSUE FORMAL NOTICE TO PROCEED</div> <div>DO NOT SEND PO</div> <div>HEADER COMMENTS</div> <div>***DOT-Builders Paving 25-PVMTC-24-GM ***</div>
Transportation	04/15/25	
County Board	04/22/25	
		<div>Signature on file</div> <div style="text-align: right;"> 4/8/25 DATE </div>
		<div>DEPARTMENT APPROVAL</div>



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: 4/3/25

Bid/Contract/PO # 25-PVMTC-24-GM

Company Name: <u>Builders Paving, LLC</u>	Company Contact: <u>Steven Salinas</u>
Contact Phone: <u>(847) 419-9000</u>	Contact Email: <u>ssalinas@builderspavingllc.com</u>

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

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

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

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

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

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

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

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

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

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

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

http://www.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

Steven Salinas

Title

Vice President

Date

4/3/25



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



File #: DT-R-0009-25

Agenda Date: 4/15/2025

Agenda #: 10.A.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND WINFIELD TOWNSHIP ROAD DISTRICT
LIBERTY STREET RESURFACING PROJECT
SECTION 25-08000-01-RS
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Winfield Township Road District (hereinafter referred to as TOWNSHIP) are authorized by the 1970 Illinois Constitution, Article VII, Paragraph 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Rebuild Illinois (RBI) Bond funds, and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (hereinafter referred to as IDOT), enter into contracts for improvements to TOWNSHIP roads using said Township Motor Fuel Tax funds; and

WHEREAS, the TOWNSHIP, has published a contract proposal for Section 25-08000-01-RS (hereinafter referred to as the PROJECT) setting forth the terms, conditions and specifications; and

WHEREAS, the estimated cost of said PROJECT is \$116,579.57; and

WHEREAS, the COUNTY is holding on deposit \$140,762.82 in TOWNSHIP Rebuild Illinois bond funds which will be authorized by IDOT for use on the PROJECT; and

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

WHEREAS, said Agreement must be executed before the PROJECT may proceed.

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

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

Enacted and approved this 22nd day of April, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE
and WINFIELD TOWNSHIP ROAD DISTRICT
for WINFIELD TOWNSHIP LIBERTY STREET RESURFACING PROJECT
SECTION NO. 25-08000-01-RS**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2025, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and Winfield Township Road District, in the County of DuPage, State of Illinois (hereinafter referred to as the "TOWNSHIP"). The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the TOWNSHIP are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Rebuild Illinois (hereinafter "RBI") Bond Funds and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation ("IDOT"), enter into contracts for improvements to township roads using said Township RBI Bond Funds; and

WHEREAS, the COUNTY will, on behalf of the TOWNSHIP, publish a contract proposal for the TOWNSHIP's Liberty Street Resurfacing, Section No. 25-08000-01-RS (hereinafter "PROJECT") setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated construction cost of said PROJECT is \$116,579.57; and

WHEREAS, the COUNTY is holding on deposit \$140,762.82 in TOWNSHIP RBI Bond Funds which have been authorized by IDOT for use on the PROJECT; and

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

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY agrees to advertise, let, award and finance the construction of the PROJECT utilizing TOWNSHIP funds.
3. The COUNTY agrees to pay the PROJECT costs with authorized TOWNSHIP RBI Bond Funds (\$116,579.57) currently held on deposit with the COUNTY.
4. The TOWNSHIP agrees to provide the COUNTY any additional funds necessary to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
5. The TOWNSHIP agrees to be the lead agency for design and construction engineering and will be responsible for monitoring and inspecting the work of the contractor, ordering any required material testing, project documentation and close-out and processing of contractor pay estimates all in accordance with RBI Bond procedures.

BE IT FURTHER RESOLVED that this AGREEMENT shall become effective on the day on which both parties hereto have executed this document.

(Remainder of page intentionally left blank)

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

COUNTY OF DU PAGE

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

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

WINFIELD TOWNSHIP ROAD DISTRICT

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

John S. Dusza, Highway Commissioner
Winfield Township Road District

ATTEST:

Mike Guglielmi, Township Clerk