



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, November 7, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-3465](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday October 17, 2023.

6. PROCUREMENT REQUISITIONS

6.A. [23-3582](#)

Recommendation for the approval of a purchase order to Zips Car Wash, LLC d/b/a Jet Brite Car Wash, to provide unlimited car washes, including undercarriage wash and rust inhibitor, as needed for the DuPage County fleet of vehicles, for the period November 8, 2023 through November 7, 2024, for a contact total not to exceed \$29,900; per low bid #23-117-DOT.

6.B. [23-3349](#)

Recommendation for the approval of a contract to HazChem Environmental Corp., to provide hazardous material testing, disposal, and emergency services, as needed for the Division of Transportation (\$20,000) and Stormwater Management (\$9,000), for the period January 1, 2024 through December 31, 2024, for a contract total not to exceed \$29,000; per renewal option under quote award 21-094-DOT, second renewal.

6.C. [DT-P-0103-23](#)

Local Public Agency Engineering Services Agreement between the County of DuPage and Christopher B. Burke Engineering, Ltd. for Professional Preliminary Engineering Services for the East Branch DuPage River Trail, from IL 56/Butterfield Road to the Illinois Prairie Path (IPP), Section 23-00002-08-BT for a contract cost not to exceed \$1,499,997. 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. (County to be reimbursed \$1,200,000.)

7. BUDGET TRANSFERS7.A. [23-3568](#)

Budget Transfer of \$305,000.00 from Capital Contingency 1500-3500-54199 to Land/Right-of-Way 1500-3500-54000 for additional funds associated with the Warrenville Road bridge over the East Branch of the DuPage River, Naperville Road from Ogden Ave to Warrenville Road, and Lemont Road from 87th Street to 83rd Street projects for land acquisition. As Part of FY23 budget, land acquisition was budgeted in MFT. Decision was made to fund land acquisition with LGT to reduce IDOT required processing.

8. CHANGE ORDERS8.A. [23-3412](#)

Quandel Consultants, Inc.-Revised Exhibit C PO # 5753-1

8.B. [23-3413](#)

AECOM Technical Services, Inc.-extend PO # 4282 to 11/30/2024.

8.C. [23-3414](#)

Applied Research Associates, Inc.-extend PO # 6308 to 11/30/2024.

8.D. [23-3416](#)

BLA, Inc.-extend PO # 4860 to 11/30/2024.

8.E. [23-3417](#)

BLA, Inc.-extend PO # 5752 to 11/30/2024.

8.F. [23-3418](#)

CDM Smith, Inc.-extend PO # 5625 to 11/30/2024.

8.G. [23-3419](#)

Chicago Testing Laboratory, Inc.-extend PO # 5876 to 11/30/2024.

8.H. [23-3420](#)

Civiltech Engineering, Inc.-extend PO # 4038 to 11/30/2024.

8.I. [23-3421](#)

ESI Consultants, LTD-transfer funds to Gonzalez Companies, LLC. (Company merger/acquisition) and extend PO # 5774 to 11/30/2024.

8.J. [23-3423](#)

GRAEF-USA, Inc.-extend PO # 6059 to 11/30/2024.

8.K. [23-3424](#)

HR Green, Inc.-extend PO # 4229 to 11/30/2024.

- 8.L. [23-3425](#)
HR Green, Inc.-extend PO # 5638 to 11/30/2024.
- 8.M. [23-3426](#)
Huff & Huff, Inc.-extend PO # 5404 to 11/30/2024.
- 8.N. [23-3427](#)
H W Lochner, Inc.-extend PO # 3595 to 11/30/2024.
- 8.O. [23-3428](#)
H W Lochner, Inc.-extend PO # 5277 to 11/30/2024.
- 8.P. [23-3430](#)
Patrick Engineering, Inc.-extend PO # 5806 to 11/30/2024.
- 8.Q. [23-3431](#)
R M Chin & Associates, Inc.-extend PO # 5479 to 11/30/2024.
- 8.R. [23-3432](#)
Singh & Associates, Inc.-extend PO # 5635 to 06/30/2025.
- 8.S. [23-3433](#)
STV, Inc.-extend PO # 4476 to 11/30/2024.
- 8.T. [23-3434](#)
STV, Inc.-extend PO # 5751 to 06/30/2025.
- 8.U. [23-3436](#)
TranSystems Corporation-extend PO # 4085 to 11/30/2024.
- 8.V. [23-3437](#)
V3 Companies, Ltd.-extend PO # 4861 to 11/30/2024.

9. ACTION ITEMS

- 9.A. [23-3567](#)
Approval to release the Mobility Framework Plan for a 31 day public comment.

10. AMENDING AGREEMENTS

- 10.A. [23-3457](#)
DT-053C-91 Amendment to resolution DT-053B-91 for renewal of an Agreement of Understanding between the County of DuPage and the Illinois Department of Transportation for Maintenance and Construction.

10.B. [23-3590](#)

Rescission of Local Public Agency Agreement DT-R-0079-23 and approval of revised agreement between the County of DuPage and the Illinois Department of Transportation CH9/Lemont Road (83rd Street to 87th Street) and CH31/87th (Haven Drive to Lemont Road) Section 16-00232-00-CH, (Estimated County cost \$1,747,782.00).

11. INTERGOVERNMENTAL AGREEMENTS11.A. [DT-R-0090-23](#)

Joint Funding Agreement for Preliminary Engineering, between the County of DuPage and the Illinois Department of Transportation for the East Branch DuPage River Trail from IL 56/Butterfield Road to the Illinois Prairie Path, section 23-00002-08-BT. (County to be reimbursed 80%, up to \$1,200,000).

11.B. [DT-R-0091-23](#)

Agreement between the County of DuPage and the City of Aurora for the installation and future maintenance responsibilities of the Central Signal System. (County to be reimbursed \$49,918.66).

12. AGREEMENTS12.A. [DT-R-0092-23](#)

Agreement between the County of DuPage and the Morton Arboretum for the Illinois Prairie Path Enhancement Project, funded by a grant from Nicor Gas, to remove invasive understory growth and replace them with Oak trees, along a section of the Illinois Prairie Path. (County to be reimbursed up to \$10,000).

13. DISCUSSION

Winter preparedness.

14. OLD BUSINESS**15. NEW BUSINESS****16. ADJOURNMENT**



Minutes

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

File #: 23-3465

Agenda Date: 11/7/2023

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, October 17, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog mentioned to the Committee that this will be the last Transportation Committee meeting for Director Snyder and she thanked him for all his work for the County.

She also welcomed the students from the Hinsdale Central AP Government class.

Chair Ozog made a motion to move item 13 on this agenda to be presented after item 5, member Chaplin seconded the motion. The motion was approved on a roll call vote, all "ayes", motion carried.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-3278](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday October 3rd, 2023.

Chair Ozog left at 10:24 a.m. to attend another meeting.

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Jim Zay

13. PRESENTATION

Mobility Framework.

Chief Transportation Planner John Loper gave a summary of the DuPage Mobility Framework Plan. The overview included background on the Framework's vision for mobility in DuPage

County, existing conditions, gaps and opportunities, themes and key strategies and action items. Mr. Loper outlined the eight major mobility themes and some of the 27 strategies contained in the framework. He also touched on some of the Action Items relevant to DuPage County and the DuDOT. He completed his presentation by discussing the review and public comment schedule for the committee. In response to questions from the Committee members, John mentioned the relationship of this Framework to ongoing DuDOT efforts such as the Long-Range Transportation Plan (LRTP), the DuPage Trails Plan, the ADA Transition Plan, Safe Streets for All and Willowbrook Corners.

Discussion was held.

6. PROCUREMENT REQUISITIONS

6.A. [23-3239](#)

Recommendation for approval of a contract purchase order to Carahsoft Technology Corporation, for license renewals for software used to design highways, intersection improvements, traffic signal systems and other roadway related improvements, for the period of December 1, 2023 through November 30, 2024, for the Division of Transportation, for a contract not to exceed \$15,150. Per 55 ILCS 5/5-1022 (d) IT/Telecom purchases under \$35,000.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

6.B. [23-3330](#)

Recommendation for the approval of a purchase order to Sicalco, Ltd, to furnish and deliver liquid calcium chloride, as needed for the Division of Transportation, for the period October 18, 2023 through October 17, 2024, for a contract total not to exceed \$15,000, per lowest responsible quote #23-076-DOT.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

6.C. [DT-P-0101-23](#)

Recommendation for the approval of a contract to Priority Products, Inc., to furnish and deliver Weatherhead Hydraulic Fittings, Hoses and Connectors, as needed for the Division of Transportation, for the period November 1, 2023 through October 31, 2024, for a contract total not to exceed \$35,000; per lowest responsible bid 23-089-DOT.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin

SECONDER: Sadia Covert

6.D. [DT-P-0102-23](#)

Recommendation for the approval of a contract with Monroe Truck Equipment, Inc., to furnish and install two (2) dump bodies on (2) Ford F-550 chassis, for the Division of Transportation, for a contract total not to exceed \$66,498. Contract pursuant to the Intergovernmental Cooperation Act (NJPA-Sourcewell # 062222-AEB).

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

7. CHANGE ORDERS

7.A. [23-3223](#)

Kevin's Auto Service & Repair P.O. #6037-SERV for repair of heavy trucks-decrease remaining encumbrance in the amount of \$38,983.76 and close-Contract expired on 5/31/23.

RESULT: APPROVED
MOVER: Liz Chaplin
SECONDER: Sadia Covert

7.B. [23-3277](#)

DT-P-0121D-20 – Amendment to Resolution DT-P-0121C-20, issued to Knight E/A, Inc., for Professional Design Engineering Services for improvements to the bridge carrying Warrenville Road over the East Branch of the DuPage River, Section 14-00124-04-BR, to increase the funding in the amount of \$67,650, resulting in an amended contract total amount of \$533,471.10, an increase of \$14.52% and a cumulative increase of 34.78%.

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

7.C. [23-3283](#)

DT-R-0081A-23 – Amendment to Resolution DT-R-0081-23 for the correction of a scrivener's error in the County cost for the awarding contract to Meade, Inc. for 2024-2025 Traffic Signal and Street Light Maintenance at various intersections within DuPage County, Section 24-TSMTC-04-GM.

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

8. ACTION ITEMS

8.A. [23-3241](#)

Request for Approval of Payment for the Annual Membership Fee to JULIE, Inc., per Resolution DT-R-0679-16 approved by County Board on November 22, 2016, for locating services for the Division of Transportation, for an estimated County cost of \$17,500.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Sadia Covert

8.B. [23-3350](#)

Approval to release the Trails Plan for a 30 day Public Comment period.

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans

9. INTERGOVERNMENTAL AGREEMENTS

9.A. [DT-R-0086-23](#)

Intergovernmental Agreement between the County of DuPage and the City of Warrenville, to resurface Warrenville Road, between River Road and the bridge carrying Warrenville Road over the West Branch of the DuPage River; estimated County cost \$22,500.

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

9.B. [DT-R-0087-23](#)

Intergovernmental Agreement between the County of DuPage and the Illinois State Toll Highway Authority to establish their respective responsibilities toward the York Road reconstruction from Gateway Drive to Devon Avenue (Estimated County cost \$24,793,250).

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

9.C. [DT-R-0088-23](#)

Memorandum of Understanding between the County of DuPage and the Illinois State Toll Highway Authority for a study for a multi-use path connecting the Great Western Trail and the Illinois Prairie Path, along I-355.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Jim Zay

10. AGREEMENTS

10.A. [DT-R-0089-23](#)

Settlement Agreement between the County of DuPage, Wilshire Tower SPE, LLC and the Village of Bloomingdale for the improvement and transfer of maintenance of an online stormwater and compensatory floodplain storage system as a result of prior improvements by the County of DuPage along Army Trail Road.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Jim Zay
SECONDER:	Liz Chaplin

11. ORDINANCES

11.A. [DT-O-0052-23](#)

Ordinance declaring the assignment of Easements from the Village of Lisle to the County of DuPage necessary and convenient to the County of DuPage for improvements along CH3/Warrenville Road over East Branch DuPage River Bridge, Section 14-00124-BR.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Jim Zay

12. INFORMATIONAL

12.A. [FM-R-0005-23](#)

Rescind resolution FM-P-0081-23 for the approval of a contract to United Door & Dock

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

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

12.B. [FM-P-0084-23](#)

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

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

14. **DISCUSSION**

Truck weight enforcement.

Director Snyder introduced the topic of truck weight enforcement and provided an overview of the purpose of today's discussion. He noted that the current legal truck weight is 80,000 lbs. He emphasized that trucks in excess of the legal load are allowed on the County highway system via permit. Trucks using the County highway system in excess of the legal load without a permit are subject to fines.

Mr. Eidson gave an overview of the County's overweight and over dimension policy and fees and the benefits of using the Oxcart program, which processes requests for permits allowing overweight and/or over dimension trucks on county highways. Mr. Eidson also noted that the Division of Transportation collects on average, \$450,000 annually in fees and individual permits which range from \$20 to \$400 each.

Undersheriff Edmond Moore reviewed jurisdictional enforcement and training/certification in the Sheriff's Department. He noted that current enforcement focuses on complaints received and they rely upon the use of state scales. The FY2024 sheriff's budget does include a request for two portable scales. He asked Corporal Map Patrolman Anthony Kermend to explain the process of

enforcement.

Finally, Assistant State's Attorney Barbara Reynolds briefed the Committee on collection and distribution of the fines.

Discussion held.

Procurement of engineering services for Wilshire Tower.

Director Snyder opened up the discussion of the procurement of engineering services for the Settlement Agreement with Wilshire Tower, approved earlier. Procurement of such services is normally done through a qualification-based selection process, which involves soliciting interest, reviewing and evaluating submittals, and selecting a firm.

Given the history that the firm Civiltech has with this area, both as the engineer of record for the original design and their more recent involvement with the review of the old plans and early negotiations with Wilshire, Civiltech has a unique ability to meet the engineering requirements of this project and a past record of experience with the distinctive challenges of this area.

By not soliciting statements of interest, it will also move this project along more quickly which would benefit DuPage County and the Village of Bloomingdale.

The Committee concurred to move forward with the selection of Civiltech as a sole source.

15. OLD BUSINESS

Member Covert thanked Director Snyder for all his help and work for the County.

16. NEW BUSINESS

No new business was discussed.

17. ADJOURNMENT

With no further business, the meeting was adjourned at 10:55 a.m.

RESULT:	ADJOURNED
MOVER:	Liz Chaplin
SECONDER:	Lucy Evans



Transportation Requisition under \$30,000

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

File #: 23-3582

Agenda Date: 11/7/2023

Agenda #: 11.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#:	RFP, BID, QUOTE OR RENEWAL #: Bid #23-117-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$29,900.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$119,600.00
	CURRENT TERM TOTAL COST: \$29,900.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Zips Car Wash LLC d/b/a Jet Brite Car Wash	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Paul Hesson	VENDOR CONTACT PHONE: 501-378-0100	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: phesson@zipscarwash.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-77	

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.).
 DOT Fleet is requesting a purchase order to Zips Car Wash LLC d/b/a Jet Brite Car Wash for unlimited car washes including undercarriage wash and rust inhibitor for DuPage County's fleet of vehicles. Effective November 8, 2023 through November 7, 2024, per low bid #23-117-DOT, this contract is subject to three one-year renewals upon mutual agreement.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
 Car wash services are important in preventing rust damage which has caused the DOT Fleet department to remove multiple vehicles from service due to safety related concerns.

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Zips Car Wash LLC d/b/a Jet Brite Car Wash	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Paul Hesson	Email: phesson@zipscarwash.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 8400 Belleview Dr., Suite 210	City: Plano	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75024	State: IL	Zip: 60187
Phone: 501-378-0100	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Zips Car Wash LLC d/b/a Jet Brite Car Wash	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 8400 Belleview Dr., Suite 210	City: Plano	Address: 180 N. County Farm Road	City: Wheaton
State: TX	Zip: 75024	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): Nov 8, 2023	Contract End Date (PO25): Nov 7, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		Unlimited Car Wash for County Vehicles	FY23	1500	3520	53600		5,000.00	5,000.00
2	1	EA		Unlimited Car Wash for County Vehicles	FY24	1500	3520	53600		24,900.00	24,900.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 29,900.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. DOT Fleet unlimited car washes for the County vehicles.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to Paul Hesson, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 CAR WASH FOR COUNTY VEHICLES 23-117-DOT
 BID TABULATION



NO.	ITEM	UOM	QTY	Delta Sonic Car Wash Systems, Inc.		Everclean Group LLC		Zip's Car Wash, LLC (dba Jet Brite Car Wash)	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Unlimited car wash with undercarriage wash and rust inhibitor, for one month, per vehicle	EA	120	\$ 15.99	\$ 1,918.80	\$ 20.00	\$ 2,400.00	\$ 15.00	\$ 1,800.00
GRAND TOTAL				\$ 1,918.80		\$ 2,400.00		\$ 1,800.00	

NOTES

Bid Opening 09/19/2023 @ 2:30 PM	DW,RJ
Invitations Sent	38
Total Vendors Requesting Documents	0
Total Bid Responses	3

Car Wash Contract

Department	Participating Vehicles	Vehicles	Monthly Cost	Yearly Cost
Animal Control	1	AC-4	\$15.00	\$ 180.00
Building/Zoning	12	BZ-1, BZ-2, BZ-3, BZ-4, BZ-5, BZ-6, BZ-7, BZ-8, BZ-9, BZ-10, BZ-11, BZ-19	\$180.00	\$ 2,160.00
Campus Security	5	CS-1, CS-2, CS-3, CS-4, CS-5	\$75.00	\$ 900.00
Community Development	1	CD-1	\$15.00	\$ 180.00
Community Services	2	COMS-1, COMS-2	\$30.00	\$ 360.00
Coroners Office	7	C-412, C-413, C-414, C-415, C-416, C-417, C-418	\$105.00	\$ 1,260.00
Coroner Swap	5	C-401, C-402, C-403, C-404, C-406	\$75.00	\$ 900.00
DOT-Admin	10	H-2, H-3, H-4, H-5 (S-101), H-6, H-7, H-8, H-11, H-12, H-15	\$150.00	\$ 1,800.00
DOT-Fleet	0		\$-	\$ -
DOT-Hwy	5	H-101, H-103, H-104, H-106, H-109	\$75.00	\$ 900.00
Election Commission	1	EC-1	\$15.00	\$ 180.00
Emergency Management	5	EM-1, EM-2, EM-3, EM-4, EM-9	\$75.00	\$ 900.00
Facilities Management	3	FM-11, FM-13, FM-48	\$45.00	\$ 540.00
General Services-Mail Room	2	GS-1, GS-2	\$30.00	\$ 360.00
Health Department	15	HE-3, HE-5, HE-6, HE-9, HE-10, HE-13, HE-14, HE-15, HE-16, HE-17, HE-18, HE-19, HE-20, HE-21, HE-22	\$225.00	\$ 2,700.00
Human Services-Weatherization	5	HS-1, HS-6, HS-4, HS-5, HS-7	\$75.00	\$ 900.00
Information Technologies	1	IT-1	\$15.00	\$ 180.00
Probation	8	PR-1, PR-2, PR-3, PR-4, PR-5, PR-6, PR-7, PR-8	\$120.00	\$ 1,440.00
Probation Services	7	PS-1, PS-2, PS-3, PS-4, PS-5, PS-6, PS-7	\$105.00	\$ 1,260.00
Public Defender	4	PD-1, PD-2, PD-3, PD-4	\$60.00	\$ 720.00
State's Attorney	11	SA-501, SA-502, SA-504, SA-505, SA-506, SA-508, SA-509, SA-511, SA-517, SA-523, SA-524	\$165.00	\$ 1,980.00
State's Attorney Children Center	8	SACC-503, SACC-507, SACC-510, SACC-512, SACC-515, SACC-518, SACC-519, SACC-520	\$120.00	\$ 1,440.00
Storm Water	11	SWM-2, SWM-4 (S-8), SWM-5(S-56), SWM-43, SWM-44, SWM-47 (PW-59), SWM-50, SWM-20, SWM-42, SWM-46, SWM-48	\$165.00	\$ 1,980.00
Youth Home	2	YH-1, YH-2	\$30.00	\$ 360.00
	131		\$ 1,965.00	\$ 23,580.00

\$ 15.00 Cost per vehicle/month
 \$ 180.00 Cost per vehicle per year
 \$ 29,900.00 Contract Award
 166 # of available cars
 131 # of cars included
 35 Remaining slots

VENDOR ETHICS DISCLOSURE FORM



Required Vendor Ethics Disclosure Statement

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

Date: **9/21/23**

Bid/Contract/PO #: _____

Company Name: ZIPS Car Wash	Company Contact: Paul Hesson
Contact Phone: 304-638-5524	Contact Email: phesson@zipscarwash.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Printed Name

Paul Hesson

Title

Director, Operations

Date

9/21/23

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



Transportation Requisition under \$30,000

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

File #: 23-3349

Agenda Date: 11/7/2023

Agenda #: 11.A



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #21-094-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$29,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$116,000.00
	CURRENT TERM TOTAL COST: \$29,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: HazChem Environmental Corp.	VENDOR #: 28186	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Scott Schwefel	VENDOR CONTACT PHONE: 630-501-8735	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: sschwefel@hazchem.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-78	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT is requesting a purchase order to HazChem Environmental, for the provision of hazardous material testing, disposal and emergency services for the Transportation and Stormwater Departments. Effective January 1, 2024 through December 31, 2024, for a contract total not to exceed \$29,000.00 (DOT in the amount of \$20,000.00 and Stormwater in the amount of \$9,000.00), per low bid #21-094-DOT, this will be the second of three renewals.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To meet all USEPA & IEPA requirements for testing, disposal and emergency services.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. LOWEST RESPONSIBLE QUOTE/BID (QUOTE < \$25,000, BID ≥ \$25,000; ATTACH TABULATION)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: HazChem Environmental Corp.	Vendor#: 28186	Dept: Division of Transportation	Division: Accounts Payable
Attn: Scott Schwefel	Email: sschwefel@hazchem.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 330 South Fairbank St.	City: Addison	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-501-8735	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: HazChem Environmental Corp.	Vendor#: 28186	Dept: Division of Transportation	Division: Highway Maintenance
Attn: Cindy Alvarez	Email: accounting@hazchem.com	Attn: David Koehler	Email: david.koehler@dupageco.org
Address: 330 South Fairbank St.	City: Addison	Address: 140 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-501-8735	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jan 1, 2024	Contract End Date (PO25): Dec 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY24	1500	3510	53830		19,000.00	19,000.00
2	1	EA		DOT - Hazardous Material Testing, Disposal & Emergency Services	FY25	1500	3510	53830		1,000.00	1,000.00
3	1	EA		SWM- Hazardous Material Testing, Disposal & Emergency Services	FY24	1600	3000	53830		8,000.00	8,000.00
4	1	EA		SWM- Hazardous Material Testing, Disposal & Emergency Services	FY25	1600	3000	53830		1,000.00	1,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 29,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Hazardous Material Testing, Disposal and Emergency Services for DOT & Stormwater, on an as needed basis.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Scott Schwefel, Mary Beth Falsey, Jason Walsh, David Koehler & Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE
HAZARDOUS WASTE DISPOSAL AND TESTING 21-094-DOT
BID TABULATION

NO.	ITEM	UOM	QTY	HAZCHEM ENVIRONMENTAL CORP		TRADEBE ENVIROMENTAL SERVICES		HERITAGE CRYSTAL-CLEAN	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
1	Toxicity Characteristic Leaching Procedure (TCLP)	TEST	1	\$ 700.00	\$ 700.00	\$ 825.00	\$ 825.00	\$ 487.00	\$ 487.00
2	Aerosol Paints	BBL	5	\$ 390.00	\$ 1,950.00	\$ 340.00	\$ 1,700.00	\$ 321.00	\$ 1,605.00
3	Aerosol Paints with MEK	BBL	5	\$ 390.00	\$ 1,950.00	\$ 340.00	\$ 1,700.00	\$ 321.00	\$ 1,605.00
4	Fluorescent Bulbs Environmentally Hazardous Substance, Solid	CTR	1	\$ 390.00	\$ 390.00	\$ 76.25	\$ 76.25	\$ 100.00	\$ 100.00
5	Latex Paint in cans	BBL	2	\$ 200.00	\$ 400.00	\$ 200.00	\$ 400.00	\$ 218.50	\$ 437.00
6	Lubricating Oil, Asphalt Emulsion	BBL	2	\$ 195.00	\$ 390.00	\$ 170.00	\$ 340.00	\$ 218.50	\$ 437.00
7	Oil and Oil Dry	BBL	1	\$ 175.00	\$ 175.00	\$ 160.00	\$ 160.00	\$ 218.50	\$ 218.50
8	Petroleum Distillate Paint	BBL	2	\$ 175.00	\$ 350.00	\$ 260.00	\$ 520.00	\$ 396.00	\$ 792.00
9	Solvent Contaminated Shop Rags	BBL	2	\$ 350.00	\$ 700.00	\$ 280.00	\$ 560.00	\$ 396.00	\$ 792.00
10	Empty Barrels with removable heads	BBL	50	\$ 25.00	\$ 1,250.00	\$ 55.00	\$ 2,750.00	\$ 65.00	\$ 3,250.00
11	Fluorescent Bulbs - 4 foot	BULB	40	\$ 0.50	\$ 20.00	\$ 2.83	\$ 113.20	\$ 1.00	\$ 40.00
12	Fluorescent Bulbs - 8 foot	BULB	30	\$ 0.80	\$ 24.00	\$ 2.83	\$ 84.90	\$ 2.00	\$ 60.00
GRAND TOTAL				\$ 8,299.00			\$ 9,229.35		\$ 9,823.50

NOTES

Bid Opening 11/17/2021 @ 2:00 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	4
Total Bid Responses	3

**Emergency Response Work Authorization/Rate Schedule Amendments
(Contract)**

2022

- All work performed shall be in accordance with contract terms and conditions unless superseded by another agreement. HazChem Environmental Corporation reserves the right to modify rates as needed.
- Standard working hours are 8:00a.m. to 4:00p.m. central time, Monday through Friday.
- Overtime rates for labor will be charged at one and one-half (1 ½) times the straight time rate weekdays (M-F) between the hours of 4:00p.m. through 8:00a.m., and all day on Saturdays and Sundays.
- Double time rates for labor will be charged on all major holidays (12:00a.m. through 11:59p.m.).
- All equipment and labor will be billed portal to portal unless otherwise specified.
- A per diem rate of \$180.00/per day/per person will be billed for each overnight stay.
- A four (4) hour minimum applies to all rates quoted per hour.
- Subcontracted services will be billed at cost plus 15%.
- All invoices will include a 15% Environmental Compliance Fee

HAZCHEM ENVIRONMENTAL CORPORATION

Rate Sheet 2022 Independent

LABOR

Title/Position	Standard Rate Per Hour	Overtime Rate Per Hour
Principal	\$190.00	\$285.00
ER Manager	\$119.00	\$178.00
Equipment Operator	\$99.00	\$148.50
Project Technician	\$89.00	\$133.50
Administrative Assistant	\$49.00	\$49.00
Response fee	\$100.00	\$150.00
Per Diem	\$200.00	\$200.00

EQUIPMENT

Vehicles & Trailers	Rate
Automobile / Per Hour	\$45.00
Pick-up / Per Hour	\$59.00
Emergency Response Truck / Per Hour	\$139.00
Box Truck 24' / Per Hour	\$139.00
Tractor Trailer Combo / Per Hour	\$140.00
3,000 Gallon Vac Truck / Per Hour	\$145.00
5,500 Gallon Vac Truck / Per Hour	\$169.00
Level C & D Trailer / Per Hour	\$65.00
Level A & B Trailer / Per Hour	\$320.00
48'-53' Semi Trailer Only / Per Day	\$70.00
Heavy Equipment	Rate
Skid Steer & Trailer/Per Hour	\$125.00
Skid Steer Sweeper / Per Hour	\$80.00
Skid Steer Forklift Attachment / Per Hour	\$15.00
Forklift & Trailer (includes 1 propane tank) / Per Hour	\$95.00
Equipment	Rate
Generator / Per Day	\$105.00
Portable Light Stand / Per Day	\$65.00
3000 PSI Hot Water Washer with Water Tank / Per Hour	\$79.00
Air Compressor Portable / Per Hour	\$25.00
Chain Saw / Per Day	\$100.00
Concrete Cut Off (includes 1 blade) / Per Day	\$100.00
Electric Hand Tools / Per Day	\$45.00
Air Hand Tools / Per Day	\$45.00
Jack Hammer 70 lb. / Per Day	\$105.00
Pallet Jack / Per Day	\$35.00
Non-Sparking Tool Kit / Per Day	\$50.00
Betts Emergency Unloading Valve / Per Day	\$555.00
Propane Heater / Per Day (does not include fuel)	\$95.00
Barricades/Horses - Per Each/Per Day	\$15.00
Portable Fencing, 20' Sections - Per Each / Per Day	\$9.00
Safety Cones - Per Each / Per Day	\$1.00
Fan, Industrial 72" / Per Day	\$95.00
SawzAll (no blades) / Per Day	\$35.00
Blades / Per Each	\$3.00
Portable Heater 150,000 BTU / Per Day (does not include fuel)	\$190.00
Power Sweeper/ Day	\$110.00
Gamma Jet Pressure Washer / Per Day	\$450.00
Air Compressor Large / Per Day	\$295.00
Brass Tool Set / Per Day	\$75.00
Chop Saw / Per Day	\$125.00
Drill / Per Day	\$25.00
Drum Cart /day	\$15.00
Evacuation Fan/day	\$99.00
Light Tower Pull Behind/day	\$295.00
Underwater Camera/Day	\$400.00

Floor Scraper 14"	\$29.00
Push Broom 24"	\$36.00
Shovel Poly 27"	\$29.00
Pumps	Rate
Disposable Hand Pump / Per Each	\$40.00
3/4" Fuel Transfer Pump / Per Hour	\$25.00
1-1/2" Double Diaphragm Pump / Per Hour	\$35.00
2" Double Diaphragm Pump / Per Hour	\$50.00
2" Stainless Steel Double Diaphragm Pump / Per Hour	\$70.00
1" Submersible Pump / Per Hour	\$25.00
2" Trash Pump / Per Hour	\$35.00
2" Chemical Hose - Per Foot / Per Day	\$2.00
2"-3" Suction Hose - Per Foot / Per Day	\$2.00
Discharge Hose - Per Foot / Per Day	\$2.00
Hudson Sprayer / Per Each	\$30.00
Micro-blaze pumps & hoses / Per Hour	\$25.00
Vacuum Equipment	Rate
Wet/Dry Vacuum / Per Day	\$40.00
Wet/Dry (55 Gallon Tornado) / Per Day	\$95.00
HEPA 20 Gallon Vacuum / Per Day	\$275.00
Drum Vac Electric	\$125.00
Carpet Cleaner/ Day	\$100.00
Confined Space Equipment	Rate
Body Harness / Per Day	\$60.00
Negative Air Vent System (excludes tubing) / Per Day	\$95.00
Confined Space Tripod (Winch System) / Per Day	\$240.00
Venturi Air Blower / Per Day	\$60.00
Negative Air Tubing / Per Roll	\$110.00
Negative Air Filter / Per Each	\$45.00
Breathing Air Equipment	Rate
30 Minute SCBA (excluding refills) - Per Person / Per Day	\$175.00
Cascade Air System (excluding refills) - Per Person / Per Day	\$75.00
Electronic Devices / Monitoring Equipment	Rate
4 Gas Meter with PID / Per Day	\$195.00
Draeger Testing Unit / Per Day	\$30.00
Draeger Testing Tubes / Per Each	\$25.00
Intrinsically Safe 2-Way Radio / Per Day	\$100.00
Laptop / Per Day	\$50.00
Digital Camera / Per Day	\$35.00
ph Meter / Per Day	\$50.00
Toxic Rae Single Gas	\$295.00
Meter Calibration	\$29.00
RAE Chlorine Sensor	\$295.00
RAE Hydrogen Cyanide Sensor	\$295.00
Hydrogen Cyanide Meter/per day	\$295.00
Drager PAC 7000 Ammonia	\$295.00
Drager PAC 7000 Chlorine	\$295.00
Drager PAC 7000Hydrogen Cyanide	\$295.00
Toxi Rae HCN	\$295.00
Toxi Rae NH3	\$295.00
Chemical Classifier Strips	\$295.00
Hazmat ID Elite	\$495.00
Combustible Gas Detector	\$195.00
Mercury Supplies	Rate
Mercury Absorb Powder/500 grams	\$35.00
Mercury Replacement Filter 15 Gallon Vac	\$950.00
Mercury Collection Jars	\$25.00
Mercury Vac Stainless 15 Gallon/day	\$325.00
Mercury Vac Bag	\$35.00
Mercury Hose/ Foot	\$5.00
Nippon Mercury Meter / Day	\$395.00
Mercury Soap / Gallon	\$59.00
CONSUMABLES	
PPE Ensembles	Rate

Level "A" (Encapsulated Suit w/ Supplied Air) / Per Set	\$1450.00
Level "B" (Chemical Resistant Suit w/ Supplied Air) / Per Set	\$395.00
Level "C" (Tyvec w/ Air Purifying Respirator) / Per Set	\$130.00
Level "D" (Hard Hat, Safety Glasses, Steel-Toed Boots) / Per Set	\$65.00
PVC Acid Suit / Per Each	\$70.00
Poly Coated Suit / Per Each	\$35.00
Saranex Suit / Per Each	\$49.00
Latex Boot Covers / Per Pair	\$12.00
Bata HazMax Boots / Per Pair	\$85.00
Chem Kleen Boot Covers / Per Pair	\$3.00
Fire Resistant Coveralls / Per Each	\$35.00
Butyl Gloves / Per Pair	\$7.00
Hip Waders / Per Each	\$40.00
Chem Tape / Per Roll	\$49.00
Air Boss CBRN Gloves	\$75.00
Air Boss CBRN Boots	\$125.00
Respiratory Protection	Rate
Cartridges - GME / Per Set	\$35.00
Cartridges - GME P-100 / Per Set	\$60.00
Cartridges - Mersorb P-100 / Per Set	\$80.00
Dust Mask / Per Each	\$3.00
SCBA Refill Bottle / Per Each	\$40.00
Large Air Cylinders / Per Each	\$80.00
Ammonia Cartridge/each	\$69.00
Containers	Rate
5 Gallon, Poly (OH) / Per Each	\$14.50
15 Gallon, Poly (OH) / Per Each	\$99.00
15 Gallon, Poly (TH) Per Each	\$79.00
30 Gallon, Poly (OH) / Per Each	\$109.00
30 Gallon, Poly (TH) / Per Each	\$95.00
30 Gallon, Steel (OH) / Per Each	\$55.00
30 Gallon, Steel (TH) / Per Each	\$55.00
55 Gallon, Poly (OH) / Per Each	\$115.00
55 Gallon, Poly (TH) / Per Each	\$95.00
55 Gallon, Steel (OH) / Per Each	\$79.00
55 Gallon, Steel (TH) / Per Each	\$79.00
85 Gallon, Steel, Overpack / Per Each	\$325.00
95 Gallon, Poly, Overpack / Per Each	\$325.00
110 Gallon, Steel, Overpack / Per Each	\$450.00
Super Sack, Overpack / Per Each	\$159.00
Cubic Yard Box, w/ Liner & Skid / Per Each	\$130.00
PIH Box (Poison Inhalation Hazard) / Per Each	\$45.00
55 Gallon Lid / Per Each	\$9.00
55 Gallon Ring/Bolt / Per Each	\$9.00
330 Gallon IBC - Rebottled / Per Each	\$395.00
Absorbents	Rate
Oil Dry / 50Lbs. Bag	\$15.00
36" x 100' Pad, Roll, Universal / Per Roll	\$220.00
36" x 100' Pad, Roll, Oil / Per Roll	\$260.00
Vermiculite / Per Bag	\$30.00
Dust Suppressant / Per Bag	\$50.00
Kem Kob / Per Bag	\$35.00
Universal Pads/ Bag	\$85.00
Oil Only Pads	\$85.00
Chemicals	Rate
Alconox / Per Box	\$60.00
Citric Acid / Per 50 lb. Bag	\$150.00
Epoxy Paint / Per Set	\$170.00
SCS-100, LEL Suppressant / Per Gallon	\$75.00
HMCS-101 - Heavy Metal Cleaner / Per Gallon	\$75.00
PCB Cleaner / Per Gallon	\$75.00
Met-L-X Powder / Per 50 lb. Bag	\$250.00
Mineral Oil / Per Gallon	\$30.00
Simple Green / Per Gallon	\$30.00

Sodium Bicarbonate / 50 lbs Bag	\$75.00
Sodium Hypochlorite 12% / Per Gallon	\$75.00
Micro-blaze 3%/ gallon	\$3.50
Micro-blaze 6% per gallon	\$7.00
ZEP Virucide Sanitizer/Per Gallon	\$2.25
Bio-Oxygen Chem Decon/ Per Gallon	\$150.00
Dahlgren Decon 10 to 1 ratio/Per 220oz	\$250.00
Dahlgren Decon 1 to 1 ratio/Per 22oz	\$250.00
Carpet Shampoo/64oz	\$40.00
Eco-labs multi cleaner and disinfectant/gallon	\$29.00
Diversey Virex II 256/gallon	\$29.00
Quick Defense/ gallon	\$29.00
Miscellaneous Supplies	Rate
55 Gallon Drum Liners / Each	\$2.00
85 Gallon Drum Liners / Each	\$4.00
Poly Sheeting 6 Mil 20x100 / Per Roll	\$105.00
Duct Tape / Per Roll	\$7.00
Caution Tape / Per Roll	\$30.00
8' x 50' Excelsior Blanket with Seed / Per Roll	\$145.00
Disposable Brushes / Per Each	\$9.00
Disposable Sewer Mat / Per Each	\$325.00
Funnels / Per Each	\$25.00
Glass Coliwasas / Per Each	\$25.00
Shrink Wrap / Per Roll	\$35.00
Mop & Bucket / Per Each	\$18.00
Mop Heads / Per Each	\$12.00
Daily Hydration - Per Shift/Per Man	\$15.00
Tote/Drum vent and filter	\$235.00
Food Grade Tote Transfer	\$150.00
Decon Pool	\$300.00
Tote Transfer Kit	\$69.00
Electrostatic Sprayer/Per Day	\$150.00
Plug and Dike	\$39.00
Top Soil 40lb/bag	\$15.00
Marine Supplies	Rate
Absorbent Boom 8"x10" / Section	\$75.00
Containment Boom Skirted Per Ft / Day	\$2.50
Boat/Motor/Vests / Day	\$395.00
Documentation	Rate
Waste Profiling & Documentation / Job	\$150.00
Remediation Jobs Requiring Agency Notice / Job	\$495.00
Report Notes and Photos	\$175.00



AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and HazChem Environmental Corp., located at 330 S. Fairbank St., Addison, Illinois 60101 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #21-094-DOT which became effective on 01/01/2022 and which will expire 12/31/2023. The contract is subject to a 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 12/31/2024.

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

CONTRACTOR

THE COUNTY OF DUPAGE

Signature on File

SIGNATURE

ALAN SHAPIRO

PRINTED NAME

President

PRINTED TITLE

10/3/23

DATE

SIGNATURE

Donna Weidman

PRINTED NAME

Buyer II

PRINTED TITLE

DATE

SECTION 7 - BID FORM PRICING

The quantities shown are estimated. DuPage County Department of Transportation reserves the right to increase or decrease the total quantities as necessary to meet actual needs of DOT.

NO	ITEM		RCRA WASTE CODE	UOM	QTY	PRICE	EXTENDED PRICE
SECTION 1 - TESTING							
1	Toxicity Characteristic Leaching Procedure (TCLP)			TEST	1	700 ⁰⁰	\$ 700 ⁰⁰
SECTION 2 - DISPOSAL FEES							
2	Aerosol Paints	Waste Aerosol Paints, Flammable n.o.s	D001	BBL	5	390 ⁰⁰	\$ 1950 ⁰⁰
3	Aerosol Paints with MEK	Waste Aerosol Paints, Flammable n.o.s	D001, D035	BBL	5	390 ⁰⁰	\$ 1950 ⁰⁰
4	Fluorescent Bulbs	Environmentally Hazardous Substance, Solid, n.o.s.		CTR	1	390 ⁰⁰	\$ 390 ⁰⁰
5	Latex Paint	In cans, Non-Regulated		BBL	2	200 ⁰⁰	\$ 400 ⁰⁰
6	Lubricating Oil, Asphalt Emulsion	Non-Regulated		BBL	2	195 ⁰⁰	\$ 390 ⁰⁰
7	Oil and Oil Dry	Non-Regulated		BBL	1	175 ⁰⁰	\$ 175 ⁰⁰
8	Petroleum Distillate Paint	RQ Waste Solids containing Flammable liquid, n.o.s.	D001	BBL	2	175 ⁰⁰	\$ 350 ⁰⁰
9	Solvent Contaminated Shop Rags	RQ Waste Solids containing Flammable liquid, n.o.s.	D001	BBL	2	350 ⁰⁰	\$ 700 ⁰⁰
10	Empty Barrels with removable heads	For use as per above		BBL	50	25 ⁰⁰	\$ 1250 ⁰⁰
11	Fluorescent Bulbs - 4 foot	Non-Regulated		EA	40	\$ 0.50	\$ 20 ⁰⁰
12	Fluorescent Bulbs - 8 foot	Non-Regulated		EA	30	\$ 0.80	\$ 24 ⁰⁰
GRAND TOTAL							\$ 8,299⁰⁰
GRAND TOTAL EIGHT THOUSAND TWO HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS							
(In words)							

BBL = Barrel

CTR = Container

SOS

SECTION 8 – EMERGENCY SERVICES

The County requires the successful bidder to provide emergency contracted services for hazardous materials cleanup(s) at DuPage County properties, Right of Ways and Stormwater Systems. Vendor shall provide a rate card for personnel, labor, equipment, material and testing cost that are not listed in Section 7 – Pricing.

Emergency Services pricing will not be considered as part of the Bid Form pricing.

Scott Schwefel

Emergency Contact

24 HR # 630-458-1910

Phone Number

Signature on File

SECTION 9 - 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

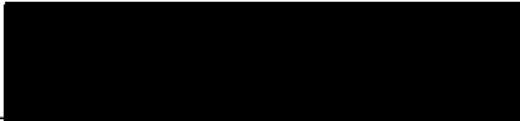


(Signature and Title)

CORPORATE SEAL
(If available)

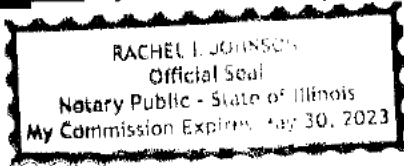
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 17 day of NOVEMBER AD, 2021



(Notary Public)

My Commission Expires: May 30, 2023



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	HAZCHEM ENVIRONMENTAL	NAME	← SAME
CONTACT	SCOTT SCHWEFER	CONTACT	CINDY ALVAREZ
ADDRESS	330 SOUTH FAIRBANK ST	ADDRESS	← SAME
CITY ST ZIP	ADDISON IL 60101	CITY ST ZIP	← SAME
TX	630-458-1910	TX	← SAME
FX	630-458-1918	FX	SAME
EMAIL	SSchwefe@hazchem.com	EMAIL	accounting@hazchem.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Division of Transportation Attn: Kathy Curcio – Accounts Payable 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900		DuPage County Division of Transportation 180 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6900 EMAIL: michael.figuray@dupageco.org	

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



Required Vendor Ethics Disclosure Statement

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

Date: 10/14/23

Bid/Contract/PO #:

Company Name: <u>Hazchem Environmental</u>	Company Contact: <u>Scott Schwefel</u>
Contact Phone: <u>630-458-1910</u>	Contact Email: <u>SSchwefel@Hazchem.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Alan Shapiro

Title

President

Date

10/14/23

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0103-23

Agenda Date: 11/7/2023

Agenda #: 6.C.

LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
PROFESSIONAL PRELIMINARY ENGINEERING SERVICES
EAST BRANCH DU PAGE RIVER TRAIL
FROM BUTTERFIELD ROAD (IL 56) TO ILLINOIS PRAIRIE PATH (IPP)
SECTION 23-00002-08-BT
(CONTRACT TOTAL NOT TO EXCEED \$1,499,997.00;
COUNTY TO BE REIMBURSED UP TO \$1,200,000.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY") by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 *et. seq.*) and "Illinois Highway Code" (605 ILCS 5/1-101 *et. seq.*) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Preliminary Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section 23-00002-08-BT; and

WHEREAS, Christopher B. Burke Engineering, Ltd. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional preliminary engineering services, and is willing to perform the required services for an amount not to exceed \$1,499,997.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq.* and the Professional Services Selections 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 Christopher B. Burke Engineering, Ltd. be hereby accepted and approved for a contract total not to exceed \$1,499,997.00 and that the Chair of the DuPage County Board is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest the referenced AGREEMENT; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Christopher B. Burke Engineering, Ltd., 9575 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,499,997.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,499,997.00
	CURRENT TERM TOTAL COST: \$1,499,997.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Christopher B. Burke Engineering, LTD.	VENDOR #: 10234	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Emily Anderson	VENDOR CONTACT PHONE: 847-823-0500	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: eanderson@cbbel.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Phase I Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT, for the period November 14, 2023 through June 30, 2026, with a contract total not to exceed \$1,499,997.00.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The Professional Phase I Engineering Services will evaluate alternate alignments of the East Branch DuPage River Trail (EBDRT) from the IPP to Butterfield Road (IL 56). Final alignment to be determined as part of the Phase I study.			

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

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
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 for preliminary and design engineering were sent to firms throughout the industry. Statements of Interest were received from 27 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any sub consultants, experience of key personnel, understanding of the project, experience on similar projects, and strategies to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Christopher B. Burke Engineering, LTD, (CBBEL) was the 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 Christopher B. Burke Engineering, LTD. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Christopher B. Burke Engineering, 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
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Christopher B. Burke Engineering, LTD.	Vendor#: 10234	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 9575 W Higgins Road, Suite 600	City: Rosemont	Address:	City:
State: IL	Zip: 60018	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 14, 2023	Contract End Date (PO25): Jun 30, 2026
Contract Administrator (PO25): Kathleen Black Curcio			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		23-00002-08-BT	FY24	1500	3500	54040	EBDRT_56_ IPP	800,000.00	800,000.00
2	1	EA		23-00002-08-BT	FY25	1500	3500	54040	EBDRT_56_ IPP	699,997.00	699,997.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 1,499,997.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Phase I Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last Invoice Date 11/30/26.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [] No Agreement For: Federal PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: DuPage County County: DuPage Section Number: 23-00002-08-BT Job Number: P-91-047-23 Project Number: RI01(338) Contact Name: Sidney Kenyon Phone Number: (630) 407-6897 Email: sidney.kenyon@dupageco.org

SECTION PROVISIONS

Local Street/Road Name: East Branch DuPage River Trail Key Route: Length: 4.3 miles Structure Number: 022-0181, 022-0542 Location Termini: Butterfield Road (IL 56) to Illinois Prairie Path (IPP) Add Location Remove Location

Project Description: Construction for a segment of the regional bike path, East Branch DuPage River Trail (EBDRT) from the Illinois Prairie Path (IPP) to Butterfield Road (IL 56). Final alignment to be determined as part of the Phase I Study.

Engineering Funding: [X] Federal [] MFT/TBP [] State [] Other Anticipated Construction Funding: [X] Federal [] MFT/TBP [] State [X] Other TBD

AGREEMENT FOR

[X] Phase I - Preliminary Engineering [] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Christopher B. Burke Engineering Contact Name: Emily Anderson Phone Number: (847) 823-0500 Email: eanderson@cbbel.com Address: 9575 West Higgins Road, Suite 600 City: Rosemont State: IL Zip Code: 60018

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- Location Map
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
 Specific Rate
 Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering	36-3468939	\$1,452,672.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Testing Services Corporation	35-0937582	\$47,325.00
Subconsultant Total		\$47,325.00
Prime Consultant Total		\$1,452,672.00
Total for all work		\$1,499,997.00

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type
County

 of

Local Public Agency
DuPage County

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

DuPage County

 Local Public Agency Type

County

 Clerk

Title

Chair, DuPage County Board

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Christopher B. Burke Engineering

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Title

--

Title

President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

See attached scope of services.



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

PROJECT OVERVIEW

The following provides the proposed scope of services for Christopher B. Burke Engineering, Ltd. (CBBEL) to complete Phase I Engineering on behalf of the DuPage County Division of Transportation (County) for the East Branch DuPage River Trail (EBDRT) from the Illinois Prairie Path (IPP) to Butterfield Road (IL 56), a distance of approximately 4.3 miles. Phase I Engineering will be completed in accordance with federal project development procedures and coordinated through IDOT-District One Bureau of Local Roads and Streets (IDOT-BLRS) to ensure eligibility for future federal funding opportunities. Phase I Engineering is anticipated to be completed within 24 to 30 months after authorization to proceed.

Phase I Engineering will include an upfront evaluation of alternatives and stakeholder coordination, based on which a preferred alternative will be identified for completion of all required Phase I Engineering plans, analysis, and reports. The scope of services and level of effort required to complete Phase I Engineering, as described herein, are based on selection of a western alignment as the preferred alternative. However, if an eastern alignment is selected as the preferred alternative, the scope of services and level of effort can be adjusted accordingly, provided the preferred alternative is selected at the conclusion of the concept alternatives evaluation as described in Task 3 and contingent upon any unforeseen project elements such as length of boardwalk and number of bridges requiring TSLs, etc.

SCOPE OF SERVICES

For purposes of preparing the work hour estimate and cost proposals for Phase I Engineering, the following assumptions are incorporated into the scope of services:

- Phase I Engineering will be completed based on the results of the previous EBDRT Feasibility Study (i.e., Alignment Study) completed by DuPage County (County) in December 2021. As part of the Alignment Study, a preferred alternative was identified from IPP to Roosevelt Road (IL 38), with finalist alternatives identified from IL 38 to Butterfield Road (IL 56).
- The required level of effort to complete Phase I Engineering is dependent on the extent of new or modified structures (widen existing bridges, new crossings of the East Branch DuPage River (EBDR), elevated boardwalks, retaining walls) that will be part of the EBDRT and the associated hydraulic analysis and reports, bridge structures reports, and Type, Size and Location (TSL) drawings (and associated geotechnical investigations) that IDOT will require to be completed as part of Phase I Engineering. Phase I Engineering will include an upfront evaluation of alternatives and stakeholder coordination, based on which a preferred alternative will be identified for completion of all required Phase I Engineering plans, analysis, and reports.
- It is assumed that the Forest Preserve of DuPage County (FPDDC) will provide a letter of non-participating co-sponsorship for the project and therefore it is assumed that Section 4(f) or Section 6(f) documentation for placement of the EBDRT on FPDDC holdings will not be required.
- Staged construction/implementation of the EBDRT may occur, which will be evaluated as part of Phase I Engineering and identified in the Phase I Project Development Report.
- Completion of Phase I Engineering will be documented in a Project Development Report (PDR) that is anticipated to be a Categorical Exclusion Group II (Federal CE, IDOT BLRS Form 22210)





EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

based on the potential for in-stream work and environmental impacts associated with waters of the US/wetlands, East Branch DuPage River (EBDR) floodway/floodplain, tree removal, etc.

On the above basis, the detailed scope of services required for completion of Phase I Engineering is as follows:

Task 1 – Data Collection and Compilation

CBBEL will collect and review additional data required for completion of Phase I Engineering. Since some data has already been collected as part of the previous Alignment Study for much of the corridor, this task is focused on supplementation and updating existing data. This data will include, but is not limited to, the following:

- Socio-economic and environmental data, including waters/wetland boundaries, floodplains, floodways, other environmental sensitive areas and resources (biological, cultural) as available, property boundaries and types, current aerial photography, utility information, existing structures information, and all other available information that will assist with developing and evaluating concept level alternatives.
- USGS Hydraulic Atlas maps
- EBDR FEMA model
- Existing roadway plans (IDOT, DuDOT, Glen Ellyn as applicable)
- Wastewater Treatment Plans and new parcel acquisition
- Existing bridge plans and inspection reports
- Available cross street traffic data from IDOT, DuPage County, and others as available.
- Cross street and nearby intersection crash data (as applicable)

The collected data will be compiled and added into the project Geographical Information System (GIS) database of the project area for use in evaluating project alternatives and preparing project exhibits. The GIS database will be updated throughout the project development process as information changes and as new information becomes available.

Task 2 – Survey

A full topographic survey and stream survey (as required for hydraulic analysis/reports) will be completed for the identified EBDR Preferred Alternative. Once the Preferred Alternative is determined, the survey will establish the Preferred Alternative centerline or baseline and include topography within a 100' corridor (50' in each direction). The survey will be correlated to the EBDR FEMA study datum and the County 1' contour mapping datum.

Roadway surveys will be completed for locations where the EBDR Preferred Alternative will cross or go under or over an existing roadway, and where the proposed alignment goes along IL 53 and IL 38. The roadway survey will be completed 100' in each direction at the EBDR crossing location.

Stream surveys will be completed at locations where the Preferred Alternative for the EBDR will cross over the EBDR for completion of hydraulic analysis and reports that will be required as part of the Phase I Study whether for new crossing locations or for modifications of existing crossing locations.



EAST BRANCH DUPAGE RIVER TRAIL ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56) PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

On the above basis, and for purposes of estimating the survey level of effort, the following is assumed to be required:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary horizontal control, tied to the horizontal control for the DuPage County 1' contour mapping.

Vertical Control: CBBEL will perform a level circuit within the above identified survey limits establishing benchmarks and assigning elevations to the horizontal control points, which may be required to support supplemental pickup survey. The elevations will be based on NAVD 88 and correlated to the vertical control for the applicable DuPage River FEMA flood study and tied to the vertical control for the DuPage County 1' contour mapping.

Stream Surveys: Stream surveys are anticipated to be required at the following locations per IDOT requirements for stream crossings:

Anticipated EBDRT Hydraulic Reports (contingent upon the preferred alternative IL 38 to IL 56):

- IL 53 at Glen Crest Creek
- IL 53 Underpass, Bridge, and EBDRT floodway from IL 53 to IL 38 (and pedestrian bridge, boardwalk, or berm near midpoint)

Tributary Minor Waterway Crossings:

- Pr. EBDRT NW corner of I-355 and IL 53
- Pr. EBDRT opposite I-355 from Wilson Road
- Pr. EBDRT opposite I-355 from Harrison Road
- Pr. EBDRT opposite I-355 from Madison Street

Structures: Existing structures that may be modified as part of the EBDRT Preferred Alternative will be surveyed for preparation of the required Bridge Condition Report and/or TSL drawings. The anticipated locations for Structure surveys includes the following:

- IL 53 over Glen Crest Creek
- IL 53 over EBDRT

Existing Right-of-Way: As noted above, available property line information will be assembled as part of the GIS database. Where gaps exist at the existing or possible new crossing locations, CBBEL will establish the existing right-of-way line based on available plats of highways.

Cross Sections: CBBEL will survey cross sections at 100' intervals within the survey limits.

Tree Survey: All trees greater than or equal to 6-inches diameter at breast height (dbh) within the topographic survey limits will be located and sized as part of the topographic survey. Further evaluation



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

of tree species, health, and impact/avoidance will be determined as part of Environmental Analysis and Coordination.

Utility Survey and JULIE Coordination: All existing storm and sanitary sewer structures will be surveyed to determine rim and invert elevations and pipe sizes and materials. Construction (materials) and condition of structures will also be documented. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. In addition, CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including watermain, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into a base map. Locations of existing utilities/obstructions/systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE coordination, which is typically limited to public right-of-way and limited areas adjacent to public right-of-way.

Base Mapping: CBBEL will compile all of the above information into one base map at 1"=20' scale and tied to the existing DuPage County 1' contour mapping, that is representative of existing conditions for the Preferred Alternative location for use in developing the detailed plan, profile and cross sections for the Preferred Alternative, and for completion of the Phase I Study.

Task 3 – Alternatives Analysis and Preliminary Plans

As noted, a Preferred Alignment has been identified for the EBDRT from IPP to IL 38, whereas multiple alternatives remain from IL 38 to IL 56. A concept level alternatives evaluation (plan only) will be completed for the EBDRT from IL 38 to IL 56 for stakeholder coordination. The alternatives evaluation will build upon the previous alternatives evaluation completed in the Alignment Study, and will focus on feasibility, reasonability, and relative construction cost for public consumption, and in order to identify the Preferred Alignment in this section for preliminary plan development.

The concept level evaluation of alternatives from IL 38 to IL 56 will be based on available DuPage County 1' contour mapping and build upon results of the previous alignment study. For purposes of estimating the level of effort required, it is assumed that 3 separate and distinct alternative alignments for the EBDRT will be prepared and evaluated for the section from IL 38 to IL 56 for stakeholder coordination:

1. IL 53 from IL 38 to IL 56 (West Alignment)
2. IL 38 to IL 53 to Glenbard to Sunnybrook to Glenbard Wastewater Authority to ComEd ROW to IL 56 (Central Alignment)
3. ComEd Corridor from IL 38 to IL 56 (East Alignment)

After the alternatives analysis from IL 38 to IL 56, a complete set of preliminary EBDRT plans, profiles, and cross-sections will be prepared for the Preferred Alternative as required for completion of Phase I Engineering. Based on previous stakeholder coordination and for purposes of this scoping cost estimate, the west alignment was used for estimating the EBDRT length and number of sheets. The plan and profile sheets for the Preferred Alternative are anticipated to be prepared at 1" = 20' scale. Cross sections will be prepared at even stations along the EBDRT alignment.



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

Based on the agreed typical section for the EBDRT, CBBEL will prepare the Phase I plan and profile sheets for the Preferred Alternative showing existing and proposed horizontal and vertical geometry, both along the EBDRT alignment, and along and/or across the cross streets as applicable. Additional proposed cross-sections will be prepared at sensitive locations or near grade-controlling features to determine level of impact and/or to ensure impact avoidance. Cross-sections will be developed utilizing the topographic survey completed by CBBEL and supplemented with DuPage County 1' contour mapping as/if required. Prepared cross-sections will show existing right-of-way (as applicable), existing grade, proposed grade (top surface only) and any (if any) proposed right-of-way and easements where necessary.

This task will also include development of a detailed cost estimate for the Preferred Alternative that will be included in the Phase I Project Development Report. The cost estimate will be established for logical independent sections of the proposed EBDRT improvements that can be implemented in stages over time based on available funding.

Task 4 – Environmental Analysis and Coordination

This work task includes completion of required environmental field review, analysis, and coordination to complete Phase I Engineering in accordance with IDOT and FHWA requirements. Submittal of the Environmental Survey Request (ESR) will be completed as soon as practicable after the Preferred Alternative has been sufficiently identified - so that the environmental survey area is not overly large.

The following work will be completed as part of this task:

Waters of the US/Wetland Delineations: Waters of the US/wetland delineations were previously completed in 2019 and 2020 for portions of the study area as part of the Alignment Study, and one comprehensive letter report was prepared for the entire study corridor from north of St Charles Road to Butterfield Road.

Under the DuPage County Countywide Stormwater & Floodplain Ordinance, wetland boundaries are valid for two years after the date of DuPage County verification. Design approval is anticipated for 2025. Therefore, due to the age of the previous delineation and anticipated date of design approval, an updated waters of the US/wetland delineation will be completed for the revised Phase I Engineering study limits.

An updated environmental field survey of the project area will be completed to determine the limits of any waters of the US/wetlands and to assess wildlife and plant communities. The waters of the US/wetland limits will be field staked and located using a sub-meter accuracy handheld GPS unit for direct inclusion in the project mapping and design files. The current delineation will be completed based on the methodology established by the US Army Corps of Engineers (USACE). Once the Preferred Alignment is determined, CBBEL will contact DuPage County to request a wetland boundary verification site visit. The field visit is expected to take up to two days, plus preparation time and follow-up.



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

The results of the current waters of the US/wetland field survey will be summarized in a Wetland Technical Report (WTR) that will include the wetlands' generalized quality ratings (according to the Swink and Wilhelm Methodology (1994)), USACE Routine On-Site Data Forms, and exhibits depicting the approximate waters of the US/wetland and project boundaries, National Wetland Inventory, DuPage County Wetland Inventory, Soil Survey, floodplain, and USGS topography. The wetland delineation will be depicted on an aerial photograph along with all data point locations clearly identified.

CBBEL staff will also prepare for and attend up to two (2) coordination meetings with the USACE and/or DuPage County to discuss the results of our wetland field work and wetland permitting approach for the proposed improvements.

ESR Preparation: CBBEL will prepare and submit an Environmental Survey Request (ESR) for the project to IDOT for processing in accordance with IDOT procedures. The ESR submittal will include the required ESR form, exhibits, a photo log of structures (e.g., buildings, bridges/major culverts) adjacent to the project corridor that are a minimum of 40 years old, and an overall corridor photo log. Development of the ESR includes a field visit and a special waste screen. The photo log of structures will be prepared by CBBEL for completion of the cultural resource review. Buildings that are clearly visible on Google Earth Street View will not be included in the photo log. GIS shapefiles of the project study area will also be submitted with the ESR.

It is assumed that any necessary water quality sampling or biological surveys, including threatened and endangered species surveys, will be completed by the State through the ESR process.

Bridge/Structure Bat Assessment: In accordance with the latest Northern Long-Eared Bat (NLEB) guidance from IDOT, CBBEL will complete a Bridge Bat Assessment (BBA) at applicable bridges and -inches) within the ESR limits. For the purpose of this proposal, based on a review of the IDOT Bridge/Structure Information website and coordination completed to date, we estimate that there are up to five (5) bridges/culverts that will require a BBA along the project corridor. This scope includes coordination, fieldwork, photo log, and BBA form. The location of the bridges/culverts will be depicted on the ESR aerial exhibit. Two CBBEL staff will complete the BBA fieldwork.

This scope assumes that the bridge/structure components that need to be viewed as part of the BBA will be accessible/visible (e.g., a boat will not be required). This task does not include equipment rental or shoulder/road closure.

Special Land Review: Although the EBDRT may be constructed on FPDDC property, it is anticipated that FPDDC will agree to be a non-participating project co-sponsor, and therefore a separate Section 4(f) evaluation for potential impacts to public lands will not be required for the Phase I Engineering study to be completed as part of this scope of services. This will be confirmed through coordination with FPDDC, and with IDOT and FHWA. If a Section 4(f) evaluation is determined to be necessary, a separate cost estimate will be provided.



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

If the Preferred Alternative for the EBDRT is located on public lands that were purchased with LAWCON or OSLAD funding, then FHWA will require confirmation that the EBDRT be consistent with the covenants of those land purchases, or replacement property would be required to be provided. Coordination with the Illinois Department of Natural Resources (IDNR) and (if necessary) with the owner(s) of public lands (e.g., FPDDC and Park District) that may be impacted by the proposed improvements will occur during the Phase I Engineering Study. This task includes data collection and preliminary coordination, if impacts to LAWCON or OSLAD-funded properties are anticipated, a separate cost estimate will be provided to obtain the appropriate approvals.

Special Waste Review: We understand that IDOT will complete the special waste review for the existing State right-of-way (e.g., IL 53) and adjacent parcels. IDOT will require that a special waste evaluation for the remainder of the project area be completed by CBBEL, which will be documented via preparation of a Preliminary Environmental Site Assessment (PESA) per IDOT requirements. The results of the PESA will identify areas of Recognized Environmental Conditions (RECs) for avoidance or which may require more detailed testing during subsequent Phase II engineering.

Wetland Impact Evaluation: CBBEL will prepare waters of the US/wetland impact evaluation (WIE) forms and exhibits as required by IDOT for all identified waters of the US/wetlands in the Preferred Alignment corridor, regardless of level of impact. This task will include a resource review, preparation of supporting documentation, submittal of the WIE forms with exhibits, coordination, and follow-up with the reviewer as necessary. For purposes of this proposal, it is assumed that approximately fifteen (15) independent waters of the US/wetland sites will be identified that will require WIE submittal. Based on the previously completed waters of the US/wetland delineation, wetland, waters of the US, and other constructed stormwater management features that may be regulated under the Interagency Wetland Policy Act are located along the majority of the project corridor north of Roosevelt Road.

Tree Tabulation and Evaluation: The survey of all trees greater than or equal to 6-inches diameter at breast height (dbh) will be completed as part of Task 2 to include location and size. As part of this task, in accordance with the latest NLEB guidance from IDOT, all trees greater than or equal to 3-inches dbh along the EBDRT Preferred Alignment corridor will be located. CBBEL will also locate landscape trees (regardless of size) along the EBDRT Preferred Alignment corridor. Trees under this task will be located using a submeter accuracy handheld GPS unit. CBBEL will also tabulate all surveyed trees and evaluate them with respect to species, condition, form, and potential impact based on the proposed improvement plan. Each evaluated tree will be assigned a number rating from 1 – 5 based on general observations at the time of the inventory. A rating of 1 (excellent) has the highest value in terms of protection or preservation. A rating of 5 (poor) has the lowest value and represents lower quality individuals.

Task 5 – Drainage Analysis and Reports:

This task includes preparation of all required hydraulic analysis/modeling for the following conditions as will be required by IDOT for completion of Phase I Engineering. In addition, while the full permit



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

submittal to DuPage County Stormwater Management (DCSM) is anticipated in Phase II, this task includes completion of FEQ hydraulic analysis/modeling for DCSM preliminary concurrence:

- Hydraulic analysis and Hydraulic Reports for modified existing or new crossings of the EBDR to accommodate the EBDRT
- EBDRT crossings of tributaries of the EBDR that are designated as ephemeral streams
- At-Grade (but above existing ground elevation) or elevated EBDRT within the EBDR Floodway

Based on a preliminary review of the EBDRT location, and our assessment of desired or required crossings of the EBDR or tributaries, hydraulic analysis, and preparation of Hydraulic Reports (including Preliminary Bridge Design and Hydraulic Report (PBDHR – IDOT BLR form 10210) will be prepared per IDOT requirements at the following locations (west alignment):

- IL 53 at Glen Crest Creek
- IL 53 Underpass, Loop Ramp, Bridge and Trail from IL 53 to IL 38 (and proposed ped. bridge or berm approx. midpoint between IL 53 and IL 38)
- 2-10'x6' Box culverts opposite I-355 from Wilson Road

For each Hydraulic Report, for purposes of IDOT review/approval, the existing EBDR FEQ model will be converted to HEC-RAS and calibrated to match FEQ model results. Proposed conditions will be modeled in both FEQ and HEC-RAS for purposes of concurrent DCSM and IDOT reviews.

Hydraulic analysis, scour calculations, and a Waterway Information Tables (WIT) will be prepared per IDOT requirements at the following locations where the EBDRT is anticipated to cross EBDR tributaries (i.e.; ephemeral streams):

- Pr. EBDRT NW corner of I-355 and IL 53
- Pr. EBDRT opposite I-355 from Harrison Road
- Pr. EBDRT opposite I-355 from Madison Street

It is assumed that IDOT will require a Location Drainage Technical Memorandum (LDTM) for locations where the EBDRT traverses IDOT right-of-way, or a Location Drainage Study (LDS) where the EBDRT travels along IDOT right-of-way for review and approval. The LDTM will include a review of existing and proposed drainage patterns within the IDOT right-of-way to demonstrate that existing drainage patterns will be maintained (as appropriate) and that any additional stormwater runoff based on added impervious area will be appropriately addressed in accordance with the IDOT Drainage Manual, the DuPage County Stormwater Management Ordinance, and other Best Management Practices. On this basis, it is assumed that an LDTM will be prepared at the following 3 locations:

- LDS: EBDRT within IL 53 ROW (south section, from IL 56 to IL 38)
- LDTM: EBDRT within IL 38 ROW (from IL 53 to EBDR)
- LDTM: IL 53 Underpass, Bridge, and EBDRT within IL 53 North ROW (north section, near I-355)



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

IDOT indicated an additional Drainage Investigation is required along IL 53 due to identified flood issues along the east side of the ROW. Additional analysis is expected at the following culverts or outlets to be included in the IL 53 (South) LDS:

- IL 53 N. of Ahlstrand Road
- IL 53 S. of Glen Park Road
- IL 53 at Glen Valley Road
- IL 53 S. of Dorchester Court
- IL 53 at Sheehan Avenue

It is assumed that the Illinois Tollway and other local agencies will require an abbreviated Drainage Technical Memorandum (DTM) for locations where the EBDRT has significant impacts on the Tollway or other local agency right-of-way, for review and approval. The DTM will include a review of existing and proposed drainage patterns within the right-of-way to demonstrate that existing drainage patterns will be maintained (as appropriate) and that any additional stormwater runoff based on added impervious area will be appropriately addressed in accordance with the DuPage County Stormwater Management Ordinance and other Best Management Practices. On this basis, it is assumed that a DTM will be prepared at the following location:

- Tollway right-of-way from IPP to IL 53

It is assumed that the proposed EBDRT will meet all conditions to be exempt from Site Runoff Storage and Post Construction Best Management Practices requirements as stated in the DuPage County Countywide Stormwater & Floodplain Ordinance. Hydrologic and Hydraulic modeling requirements set forth in the ordinance are anticipated in several locations where the trail is within the regulatory floodway. This modeling will be included as part of the next major upstream or downstream Hydraulic Report.

Task 6 – Structural Analysis and Reports

This task includes completion of all required structural analysis and reports for the EBDRT Preferred Alternative as required by IDOT for review and approval as part of Phase I Engineering. Based on IDOT BLRS requirements, when modifications to an existing bridge structure is proposed, then bridge inspections, bridge condition reports, and preparation of Type, Size and Locations (TSL) drawings for the proposed improvements will be prepared and submitted to IDOT for review and approval as part of the Phase I Study. Similarly, for any proposed new EBDRT bridge structures and/or retaining walls with exposed height greater than 7', TSL drawings will be required for IDOT review and approval as part of the Phase I Study.

Based on the previous results of the EBDRT Alignment Study, and factoring in the assumed IL 53 west alignment from IL 38 to IL 56, the following structural analysis and reports are anticipated to be required by location, contingent upon the final Preferred EBDRT alternative identified as part of Phase I Engineering:

- BCR: IL 53 Bridge at Glen Crest Creek
- TSL: IL 53 Bridge at Glen Crest Creek and Retaining walls $H > 7'$ at Glen Crest Creek along IL 53



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

- TSL: proposed ped. bridge or berm approx. midpoint between IL 53 and IL 38
- BCR: IL 53 EBDR crossing modification (Underpass and Bridge)
- TSL: Retaining walls $H > 7'$ and/or bridge for IL 53 loop ramp between Underpass and Bridge
- TSL: proposed ped. bridge or culvert at NW corner of IL 53 underpass at I-355
- TSL: culvert extension W. of I-355 opposite Wilson Road
- (No TSL assumed for culvert extension W. of I-355 opposite Harrison Road)
- TSL: culvert extension W. of I-355 opposite Madison Street

Geotechnical Investigations

For modifications of existing bridges and/or new retaining walls near existing bridges, locations of new retaining walls or new elevated boardwalks, structural borings will be required to complete the TSL drawings that will be required by IDOT for review and approval as part of the Phase I Study. In addition, soil borings are anticipated near existing culvert extensions along the Tollway ROW and within the berm between IL 53 and IL 38. The anticipated cost for geotechnical investigations is included in the cost estimate as an outside direct cost by others.

Task 7 – Traffic and Crash Analyses

Intersection traffic counts will be obtained for purposes of capacity analysis and preparation of the Intersection Design Studies (IDS) at EBDRT at-grade crossings at IDOT jurisdictional signalized intersections. CBBEL will use an outside traffic count consultant to obtain 6-hour counts (6-9 a.m., 4-7 p.m.) at the following signalized intersections:

- IL 38 at Baker Hill Drive
- IL 53 at Pershing Avenue
- IL 53 at Sheehan Avenue
- IL 53 at 22nd Street

As part of this task, CBBEL will evaluate the traffic counts and complete existing conditions only (no 2050 traffic volume projections) capacity analyses to confirm adding bicycle and pedestrian accommodations will not adversely impact traffic signal operations, as will be required by IDOT.

This task also includes obtaining and reviewing the latest 5 years of crash data within the project limits and preparing a crash analysis as required by IDOT for inclusion in the Phase I Project Development Report.

Task 8 – IDS and ADA Curb Ramps

CBBEL will prepare formal Intersection Design Studies (IDS) that will be required for traffic signal modification at the 4 IDOT jurisdictional intersections. There are already existing pedestrian phases at Baker Hill Drive and Sheehan signalized intersections, therefore it is assumed that full IDS's will only be required at 2 intersections:

- IL 53 at Pershing Avenue
- IL 53 at 22nd Street



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

It is anticipated that IDOT will concur with 3R Design Criteria based on the proposed operational improvements vs capacity improvements at this intersection, and therefore analysis of 2050 traffic projections will not be required. The IDS's will be submitted to IDOT for review and approval. Two rounds of review and response to comments are anticipated to be required for IDOT approval of the IDSs.

IDOT requires ADA ramp details for all proposed curb ramps located within IDOT ROW.

Task 9 – Public Involvement

Stakeholder coordination will be an essential component to ensure that all existing deficiencies and stakeholder concerns are identified and addressed as part of the alternative development and evaluation process. While an integral part of the Alignment Study, no follow-up Steering Committee Meetings are anticipated since different key stakeholders have been identified for the Phase I Study.

Website Updates

The EBDRT project website is anticipated to be updated with project material during the study to provide the public with project information.

Public Information Meetings

Three Public Information Meetings (PIM) are anticipated to be held as part of Phase I Engineering. While 3 Public Information Meetings have been scoped herein, the Phase I Study public involvement is flexible to change one of these meetings to a key stakeholder individual, group, or board presentation meeting.

PIM 1 is anticipated to be held near the beginning of the Phase I Study to kick-off the study, present the previous evaluation of alternatives from IPP to IL 56, and gain stakeholders input on transportation issues, trail needs, and the range of alternatives.

PIM 2 is anticipated to be held after the detailed evaluation of alternatives from IL 38 to IL 56 and coordination with local agencies and adjacent stakeholders. PIM 2 will provide an opportunity for all interested parties to review and comment on the completed evaluations from IL 38 to IL 56 and the preferred alternative from IPP to IL 38 for further design development for the full EBDRT project limits (from IPP to IL 56).

PIM 3 will be held to present the EBDRT proposed improvement plans near the conclusion of the Phase I Study. The PIM 3 provides an opportunity for a larger cross section of project stakeholders to provide their comments on the proposed improvement plan and design elements.

The work associated with preparing for and holding each PIM includes the follow:

- CBBEL will determine PIM meeting date, time, and platform/ format. The PIM will be set up in-person in an open house format with meeting material posted to the project website as well.



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

- CBBEL will prepare the meeting notifications, which may include invitation letters to key stakeholders and public officials, DuDOT and FPDDC website announcements, public notices posted at various locations including DuDOT and FPDDC offices, adjacent communities, and postcards to nearby property owners along the EBDRT.
- CBBEL will prepare the PIM brochure to describe the project, PIM website information, and input being requested.
- CBBEL will prepare the comment response form or survey to collect feedback.
- DuDOT will create the mailing list of key stakeholders and surrounding property owners.
- DuDOT will post, print, and send the PIM notifications, postcards, invitation letters, brochures and comment forms to recipients.
- CBBEL will prepare the PIM display exhibits and narratives.
- CBBEL will compile a list of the comments received and responses to comments to post on the webpage at the end of the comment period.
- CBBEL will prepare the summary of the PIM for distribution and for inclusion in the Project Development Report.

Task 10 – Agency Coordination

Coordination as required for review/approval of the EBDRT proposed improvement plans is anticipated with:

- GWA,
- FPDDC,
- DCSM,
- ComEd,
- Tollway,
- IDOT, and
- FHWA

For purposes of estimating the level of effort required for agency coordination requiring preliminary plan concurrence, it is assumed that two (2) meetings will occur with each of these agencies for a total of fourteen (14) agency coordination meetings.

Phase I Engineering will include a continuation of the collaborative work with project stakeholders and jurisdictional agencies completed as part of the EBDRT Alignment Study, for the additional evaluation of alternatives from IL 38 to IL 56, and to collectively identify a Preferred Alternative for detailed design. The key stakeholders and agencies that will be essential participants in the coordination process to finalize the alignment from IL 38 to IL 56 include the following:

- Village of Glen Ellyn (for local routes)
- Glen Ellyn Park District (between Pershing Avenue and Abbey Drive)
- Mary Knoll Homeowner Association (between Abbey Drive and Glenbard Road)
- Lombard Park District (along IL 56)
- Butterfield Park District (parcel at northwest corner of IL 53/IL 56)
- Friends of the East Branch Trail



EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

- Bike 53 Supporters

One (1) meeting is anticipated with each of these organizations for a total of seven (7) stakeholder coordination meetings.

ComEd Real Estate Petition

This task also includes the ComEd real estate petition and coordination after structural drawings have been completed. ComEd real estate petition and coordination are anticipated to be completed for trail locations from IPP to IL 53.

Task 11 – Final EBDRT Proposed Improvement Plans

This task includes responding to comments received on the draft EBDRT plans, profile and cross-sections for the Preferred Alternative as required for completion of Phase I Engineering. For purposes of this scope, two rounds of geometric comment responses by the County, FPDCC, IDOT-BLRS, and IDOT-BDE (GSU and Traffic) is assumed. This task also includes updating the preliminary engineer's estimate of cost to reflect changes to the proposed improvement plan.

Task 12 – Project Development Report

The culmination of the above tasks will be a Phase I Project Development Report (PDR) in accordance with BLR Form 22210 (Federal CE, or CE Group II). This task will involve integration of project data, project related text, maps, alignments, and engineering studies into an initial Draft (for DuDOT and IDOT review) and then a Final PDR. Specifically, this work item will include the following:

- Prepare report exhibits including location map, environmental base maps, typical sections, and proposed improvement plan exhibits, etc.
- Description of applicable Design Criteria and documentation of any (if any) Design Exceptions approved by IDOT
- Documentation of all environmental coordination, clearances, and permit requirements
- Documentation of stakeholder and agency coordination (if any)
- Draft and Final submittals of the Phase I PDR to DuDOT and IDOT for review/approval with preparation of response to all comments received.

Copies of the final approved PDR will be prepared in hard copy and/or digital format as required.

Task 13 – Project Management and Coordination

This task includes overall project coordination with DuDOT not included in other tasks, as well as project management. Project management includes preparation of monthly status reports, and internal project coordination over the course of the anticipated 24-to-30-month Phase I Engineering schedule. Twenty-four (24) monthly DuDOT coordination meetings are anticipated to be required for the project development process.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

**EXHIBIT B
PROJECT SCHEDULE**

See attached.

**East Branch DuPage River Trail
Illinois Prairie Path to Butterfield Road (IL 56)
Phase I Engineering
Work Hour Estimate**

TASKS (IF WEST ALIGNMENT CARRIED FORWARD)		Work Hours
1. Data Collection and Compilation		
a	Review project data and update GIS Database: Available traffic and crash data, record roadway and drainage plans, plat of highways, current EBDR FEMA maps and models, utilities, property ownership, soils data.	60
b	Field Review of key project elements and features, areas of concern/constraint, and prepare photo log. (3 ppl x 1 day)	60
		120
2. Survey		
a	Trail Greenway Corridor Survey from IPP to IL 38 (7,700', 100' corridor west of I-355 with elevations including Tollway right-of-way (as applicable) tower bases, cross sections, utilities, datum correlation, ROW, trees > 6 in. plus culvert details)	308
b	Trail Sideroad Parkway Survey along IL 38 and IL 53 from EBDR to IL 56 (14,800', 100' corridor from roadway EOP to 10' outside EX ROW, cross sections, utilities, datum correlation, ROW, trees > 6 in. plus culvert details)	592
c	Roadway Survey: IL 53 (Fairview Ave) 600 feet west & east of EBDR crossing on IL 53 (1,200' total, cross sections, utilities, datum correlation, ROW, trees > 6 in.)	65
d	4 Intersection Crossing Surveys: IL 38 (Roosevelt Rd) at Baker Hill Drive; IL 53 at Pershing Ave; IL 53 at Sheehan Ave; IL 53 at 22nd Street (utilities datum correlation ROW through radius returns)	72
e	Stream Survey: 1000' north and south of IL 53 at Glen Crest Creek (2,000', elevations, cross sections, streambed centerline water surface elevations and structure openings)	100
f	Stream Survey: 1000' north of IL 53 to 1000' south of Roosevelt Road (4,600', elevations, cross sections, streambed centerline, water surface elevations, and structure openings);	230
g	Stream Surveys: 4 minor tributary waterways and openings along Tollway	32
h	JULIE Utility coordination and incorporation into Base CADD files.	112
i	Compilation of Base CAD files and incorporation of County 1' contour mapping data per scope of services.	180
		1691
3. Alternatives Analysis and Preliminary Plans		
a	Alternatives Concept Level Development (3 alts at 120 hours each)	360
b	Comparative Evaluation of Alternatives for Feasibility, Reasonability, and Concept Level Cost	120
c	Prepare Alternatives Evaluation Summary Table and Exhibits for Stakeholder Coordination	120
d	Prepare preliminary plan and profile for Preferred Alternative (22,500 feet = 45 sheets x 5 hrs each)	225
e	Prepare existing/ proposed cross sections at 100' intervals plus critical locations, cross streets (estimate 230 cross sections at 1/2 hour each on average)	115
f	Develop Phase I Engineer's Estimate of Probable Construction Cost	60
		1000
4. Environmental Analysis and Coordination		
a	Preferred alignment waters of the US/wetland Field Survey, Report, coordination, and boundary confirmation	80
b	ESR preparation and submittal to IDOT from IPP to IL 56	120
c	Bridge/Structure Bat Assessment (up to 5 structures) - coordination, field visit, form, exhibit, photo log	55
d	Special Land Review	70
e	Special Waste Review/Preliminary Environmental Site Assessment (PESA) - Non-IDOT right-of-way	120
f	Wetland Impact Evaluation (WIE) Forms and Exhibits (Approx. 25 sheets x 6.5 hrs each plus Form)	163
g	Tree Tabulation and Evaluation	120
		728
5. Drainage Analysis and Reports		
a	Hydraulic Report at IL 53 at Glen Crest Creek (HEC-RAS hydraulic analysis)	200
b	Hydraulic Report from IL 38 to IL 53 (north, includes 2 alts and longitudinal analysis of ped bridge vs. berm at mid-point in both FEQ and HEC-RAS)	400
c	Abbreviated Hydraulic Report at NW corner of I-355 and IL 53 (HEC-RAS hydraulic analysis)	128
d	Hydraulic Report opposite of Wilson Road - 2 10'x6' box culverts (HEC-RAS hydraulic analysis)	200

**East Branch DuPage River Trail
Illinois Prairie Path to Butterfield Road (IL 56)
Phase I Engineering
Work Hour Estimate**

TASKS (IF WEST ALIGNMENT CARRIED FORWARD)		Work Hours
e	Abbreviated Hydraulic Report opposite of Madison St - 2 24"x36" culverts (HEC-RAS hydraulic analysis)	128
f	Abbreviated Hydraulic Report opposite of Harrison Road (HEC-RAS hydraulic analysis)	128
g	Location Drainage Study (LDS) and Drainage Investigation follow-up along IL 53 (south) for IDOT review (Identified Flood Problems and/or notable culverts on IL 53 located N. of Ahlstrand Road, S. of Glen Park Road, S. of Dochester Court and at Sheehan Avenue)	240
h	Location Drainage Technical Memorandum (LDTM) along IL 38 for IDOT review	120
i	Location Drainage Technical Memorandum (LDTM) at IL 53 (north) crossing	120
j	Drainage Technical Memorandum along Tollway embankment from IPP to IL 53 for Tollway review	160
		1824
6. Structural Analysis and Reports		
a	Coordination with Geotech for structural and soil borings	60
b	BCR for IL 53 bridge over Glen Crest Creek	125
c	TSL for bridge widening for IL 53 at Glen Crest Creek and associated retaining walls higher than 7' exposed elevation	116
d	TSL for proposed ped. bridge or berm approx. midpoint between IL 53 (north) and IL 38	68
e	BCR for IL 53 bridge over EBDR	145
f	TSL for IL 53 bridge modification and associated retaining walls	240
g	TSL for culvert or ped bridge NW corner of I-355 and IL 53	68
h	TSL for culvert extension at Tollway opposite of Wilson Road	80
i	TSL for culvert extension at Tollway opposite of Madison Street (Assume NO TSL for culvert extension opposite Harrison Street)	68
		970
7. Traffic and Crash Analyses		
a	Prepare a Crash Analysis Report (CAR) based on the latest 5-years of crash data available. CAR will identify overrepresented crash types, locations, or periods and recommend corrective measures (as/if needed). This task includes preparation of all applicable exhibits, diagrams, charts for inclusion in the CAR. 1 annual update is anticipated to be required since IDOT requires latest 5-years of data be represented.	80
b	Traffic counts coordination	8
c	A Synchro/Simtraffic analysis will be completed for the four signalized intersections for the am and pm peak periods for existing conditions only. (4 int x 2 periods x 5 hours each. Includes model setup)	40
		128
8. IDS and ADA Curb Ramp Details		
a	Prepare IDS - Capacity Tables, General Notes, Queue Tables, Autoturns if needed (120 hrs x 4 intersections)	480
b	Design Exceptions	40
c	ADA Curb Ramp Details (36 proposed curb ramps counted at 6 hrs avg. each)	216
d	Prepare Final IDS's and ADA Curb Ramp Details	108
		844
9. Public Involvement		
a	Project Website Maintenance (6 updates x 8 hrs each)	48
b	Three (3) Public Information Meetings Open Houses	
	Set up PIM webpage on EBDRT website and populate x 3	40
	Prepare public notifications including letters to key stakeholders and public officials, postcards to surrounding property owners, and display ad for newspaper and social media. (DuDOT to print and mail or post prepared material to website announcements, social media, adjacent communities, and along the EBDRT) X 3	72
	Prepare PIM brochure and comments response form/survey x 3	120
	Prepare questionnaire and interactive GIS-based social pinpoint	120
	DuDOT to prepare mailing lists of key stakeholders, public officials, and surrounding property owners and print and send mailing material prepared by CBBEL.	0
	Prepare PIM display exhibits and narrative descriptions x 3	180
	Attend Dry Run meeting with County (2 ppl x 4 hrs each) x 3	24

**East Branch DuPage River Trail
Illinois Prairie Path to Butterfield Road (IL 56)
Phase I Engineering
Work Hour Estimate**

TASKS (IF WEST ALIGNMENT CARRIED FORWARD)		Work Hours
	Compile and prepare responses to comments received during comment period and post to webpage x 3	48
	Prepare Public Information Meeting summary. X 3	72
		724
10. Agency Coordination		
a	Stakeholder Coordination Meetings (1 each Village of Glen Ellyn, Glen Ellyn Park District, Mary Knoll HOA, LPD, BPD, Friends of the East Branch, Bike 53 Supporters) - Assume 7 mtg x 2 ppl (average) x 4 hours each (includes material prep, attendance, and prepare mtg summary).	56
b	Agency Coordination Meetings (2 each for GWA, FPDDC, DCSM, ComED, Tollway, IDOT, FHWA) - Assume 14 mtg x 2 ppl (average) x 4 hours each (includes material prep, attendance, and prepare mtg summary).	112
c	ComEd Real Estate Petition	190
		358
11. Final EBDRT Proposed Improvement Plans		
a	Prepare final plan and profile exhibits for full corridor length (IPP to IL 56) based on IDOT, DuDOT, Tollway, and FPDDC review comments.	210
b	Prepare final existing/ proposed cross sections based on review comments, and finalize right-of-way requirements.	110
c	Update Phase I Engineer's Estimate of Probable Costruction Cost	40
		360
12. Project Development Report		
a	Draft Project Development Report (BLR 22210).	220
b	Address IDOT, DuDOT, Tollway, and FPDDC review comments for Draft PDR	80
c	Prepare and submit Final PDR	80
		380
13. Project Management and Coordination		
a	DuDOT Monthly Status Meetings (30 mtg x 2 ppl x 3 hours includes prepare meeting summary)	180
b	Monthly Progress Reports. 30 months x 3hrs	90
c	Project Administration/Management. 30 months x 4hrs	120
		390

Total Work Hours: 9,517

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	30%
Firm Experience	25%
Staff Capabilities	30%
Work Load Capacity	10%
DBE/WBE Participation	5%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	Christopher B. Burke Engineering, Ltd.
2	BLA, Inc.
3	V3 Companies, Ltd.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	
DuPage County	Christopher B. Burke Engineering	DuPage	23-00002-08-BT	
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

EXHIBIT C

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

CONSULTANT: Christopher B. Burke Engineering, Ltd.

PROJECT: East Branch DuPage River Trail

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Engineer VI	60.00	86.00	
Engineer V	45.00	86.00	
Engineer IV	40.00	86.00	
Engineer III	33.00	78.00	
Engineer I/II	25.00	60.00	
Survey V	60.00	86.00	
Survey IV	50.00	86.00	
Survey III	50.00	78.00	
Survey II	40.00	65.00	
Survey I	30.00	50.00	
Engineering Technician V	60.00	86.00	
Engineering Technician IV	40.00	78.00	
Engineering Technician III	24.00	65.00	
Engineering Technician I/II	15.00	40.00	
CAD Manager	50.00	80.00	
CAD Technician II	30.00	65.00	
GIS Specialist III	45.00	70.00	
Landscape Architect	45.00	75.00	

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Landscape Designer I/II	30.00	50.00	
Environmental Res Spec V	60.00	86.00	
Environmental Res Spec IV	40.00	75.00	
Environmental Res Spec III	30.00	60.00	
Environmental Res Spec I/II	25.00	45.00	
Environmental Resource Technician	30.00	50.00	
Engineering Intern	10.00	40.00	

Note: Maximum Rate shall not exceed \$86.00 per hour

Signature on File

Signature of Authorized Agent
for CONSULTANT:

Date: 10/24/2023

Sherry Sporina
Print Name

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: _____

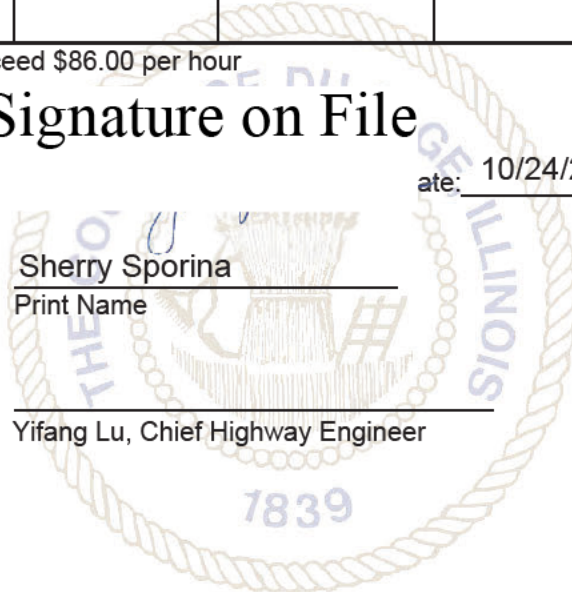


Exhibit C Notes

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 taking into account employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.





Local Public Agency DuPage Division of Transportation	County DuPage	Section Number 23-00002-08-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By 	Date 4/18/2023
Consultant / Subconsultant Name Christopher B. Burke Engineering, Ltd.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS	OVERHEAD RATE	126.53%
START DATE	7/1/2023		COMPLEXITY FACTOR	
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	12/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	1/1/2024	6	20.00%
1	1/2/2024	1/1/2025	12	40.80%
2	1/2/2025	1/1/2026	12	41.62%

Local Public Agency County **Section Number**

DuPage Division of Transportation DuPage 23-00002-08-BT

Consultant / Subconsultant Name **Job Number**

Christopher B. Burke Engineering, Ltd.

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.42%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	\$84.21	\$86.00
Engineer V	\$71.16	\$72.88
Engineer IV	\$58.38	\$59.79
Engineer III	\$46.57	\$47.70
Engineer I/II	\$33.60	\$34.41
Survey V	\$81.89	\$83.87
Survey IV	\$74.00	\$75.79
Survey III	\$64.75	\$66.31
Survey II	\$53.00	\$54.28
Survey I	\$37.56	\$38.47
Engineering Technician V	\$70.17	\$71.87
Engineering Technician IV	\$61.81	\$63.30
Engineering Technician III	\$38.25	\$39.17
Engineering Technician I/II	\$23.33	\$23.89
CAD Manager	\$68.83	\$70.49
CAD Technician II	\$51.81	\$53.06
GIS Specialist III	\$56.00	\$57.35
Landscape Architect	\$63.00	\$64.52
Landscape Designer I/II	\$36.50	\$37.38
Env. Resource Specialist V	\$73.70	\$75.48
Env. Resource Specialist IV	\$60.58	\$62.04
Env. Resource Specialist III	\$51.25	\$52.49
Env. Resource Specialist I/II	\$29.13	\$29.83
Env. Resource Technician	\$44.00	\$45.06
Engineering Intern	\$18.67	\$19.12

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT
Consultant / Subconsultant Name		Job Number
Christopher B. Burke Engineering, Ltd.		

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Testing Service Corporation		
Total	0.00	0.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

DuPage Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1000	\$0.66	\$655.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	15	\$65.00	\$975.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	50	\$0.40	\$20.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	36	\$25.00	\$900.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	18	\$450.00	\$8,100.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)	1		\$0.00
Advertisements	Actual Cost (Submit supporting documentation)	3	\$450.00	\$1,350.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	3	\$1,000.00	\$3,000.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
*See Attached Unit Cushing Cost 2022				\$0.00
ComED Land Acquisition Application Fee		1	\$1,500.00	\$1,500.00
EDR Environmental Report		1	\$4,000.00	\$4,000.00
Traffic Counts		1	\$2,130.00	\$2,130.00
TOTAL DIRECT COSTS:				\$22,630.00

Local Public Agency

DuPage Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 126.53%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Data Collection and Compilation		120	7,005	8,863	2,312		18,180	1.21%
2. Survey		1691	98,046	124,057	32,355		254,458	16.96%
3. Alternatives Analysis and Preliminary Plans		1000	56,369	71,324	18,602		146,295	9.75%
4. Environmental Analysis and Coordination		728	43,577	55,139	14,381		113,097	7.54%
5. Drainage Analysis and Reports		1824	106,033	134,164	34,991		275,188	18.35%
6. Structural Analysis and Reports		970	61,673	78,034	20,352	47,325	207,384	13.83%
7. Traffic and Crash Analysis		128	6,362	8,049	2,099		16,510	1.10%
8. IDS and ADA Curb Ramp Details		844	43,090	54,522	14,220		111,832	7.46%
9. Public Involvement		724	42,066	53,227	13,882		109,175	7.28%
10. Agency Coordination		358	22,642	28,649	7,472		58,763	3.92%
11. Final EBDRT Proposed Improvement Plans		360	17,301	21,891	5,709		44,901	2.99%
12. Project Development Report		380	19,800	25,052	6,534		51,386	3.43%
13. Project Management and Coordination		390	27,048	34,224	8,926		70,198	4.68%
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
			-	-	-		-	-
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$22,630.00	1.51%
TOTALS		9517	551,012	697,195	181,835	47,325	1,499,997	100.00%

1,248,207

Local Public Agency

DuPage Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Data Collection and Compilation			2. Survey			3. Alternatives Analysis and Preliminary Plans			4. Environmental Analysis and Coordination			5. Drainage Analysis and Reports		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.00	574.0	6.03%	5.19	8	6.67%	5.73				80	8.00%	6.88	8	1.10%	0.95	120	6.58%	5.66
Engineer V	72.88	1,030.0	10.82%	7.89	8	6.67%	4.86				80	8.00%	5.83	8	1.10%	0.80	380	20.83%	15.18
Engineer IV	59.79	1,682.0	17.67%	10.57	32	26.67%	15.94				180	18.00%	10.76	44	6.04%	3.61	420	23.03%	13.77
Engineer III	47.70	1,696.0	17.82%	8.50	32	26.67%	12.72				180	18.00%	8.59	78	10.71%	5.11	420	23.03%	10.98
Engineer I/II	34.41	1,026.0	10.78%	3.71							180	18.00%	6.19	78	10.71%	3.69	240	13.16%	4.53
Survey V	83.87	120.0	1.26%	1.06				120	7.10%	5.95									
Survey IV	75.79	220.0	2.31%	1.75				220	13.01%	9.86									
Survey III	66.31	221.0	2.32%	1.54				221	13.07%	8.67									
Survey II	54.28	480.0	5.04%	2.74				480	28.39%	15.41									
Survey I	38.47	410.0	4.31%	1.66				410	24.25%	9.33									
Engineering Technician V	71.87	0.0																	
Engineering Technician IV	63.30	0.0																	
Engineering Technician III	39.17	0.0																	
Engineering Technician I/II	23.89	0.0																	
CAD Manager	70.49	574.0	6.03%	4.25				120	7.10%	5.00	102	10.20%	7.19				80	4.39%	3.09
CAD Technician II	53.06	672.0	7.06%	3.75				120	7.10%	3.77	100	10.00%	5.31				100	5.48%	2.91
GIS Specialist III	57.35	300.0	3.15%	1.81	40	33.33%	19.12				98	9.80%	5.62				64	3.51%	2.01
Landscape Architect	64.52	0.0																	
Landscape Designer I/II	37.38	0.0																	
Env. Resource Specialist V	75.48	112.0	1.18%	0.89										112	15.38%	11.61			
Env. Resource Specialist IV	62.04	400.0	4.20%	2.61										400	54.95%	34.09			
Env. Resource Specialist III	52.49	0.0																	
Env. Resource Specialist I/II	29.83	0.0																	
Env. Resource Technician	45.06	0.0																	
Engineering Intern	19.12	0.0																	
		0.0																	
		0.0																	
TOTALS		9517.0	100%	\$57.90	120.0	100.00%	\$58.37	1691.0	100%	\$57.98	1000.0	100%	\$56.37	728.0	100%	\$59.86	1824.0	100%	\$58.13

Local Public Agency

DuPage Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Structural Analysis and Reports			7. Traffic and Crash Analysis			8. IDS and ADA Curb Ramp Details			9. Public Involvement			10. Agency Coordination			11. Final EBDRT Proposed Improvement Plans		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Engineer VI	86.00	40	4.12%	3.55	8	6.25%	5.38	8	0.95%	0.82	60	8.29%	7.13	58	16.20%	13.93			
Engineer V	72.88	310	31.96%	23.29				20	2.37%	1.73	100	13.81%	10.07	80	22.35%	16.29			
Engineer IV	59.79	280	28.87%	17.26	42	32.81%	19.62	124	14.69%	8.78	180	24.86%	14.87	110	30.73%	18.37	24	6.67%	3.99
Engineer III	47.70	100	10.31%	4.92	36	28.13%	13.41	222	26.30%	12.55	180	24.86%	11.86	110	30.73%	14.65	118	32.78%	15.63
Engineer I/II	34.41				42	32.81%	11.29	222	26.30%	9.05	70	9.67%	3.33				118	32.78%	11.28
Survey V	83.87																		
Survey IV	75.79																		
Survey III	66.31																		
Survey II	54.28																		
Survey I	38.47																		
Engineering Technician V	71.87																		
Engineering Technician IV	63.30																		
Engineering Technician III	39.17																		
Engineering Technician I/II	23.89																		
CAD Manager	70.49	80	8.25%	5.81				122	14.45%	10.19	20	2.76%	1.95				50	13.89%	9.79
CAD Technician II	53.06	160	16.49%	8.75				122	14.45%	7.67	20	2.76%	1.47				50	13.89%	7.37
GIS Specialist III	57.35							4	0.47%	0.27	94	12.98%	7.45						
Landscape Architect	64.52																		
Landscape Designer I/II	37.38																		
Env. Resource Specialist V	75.48																		
Env. Resource Specialist IV	62.04																		
Env. Resource Specialist III	52.49																		
Env. Resource Specialist I/II	29.83																		
Env. Resource Technician	45.06																		
Engineering Intern	19.12																		
TOTALS		970.0	100%	\$63.58	128.0	100%	\$49.70	844.0	100%	\$51.05	724.0	100%	\$58.10	358.0	100%	\$63.25	360.0	100%	\$48.06

Local Public Agency

DuPage Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Christopher B. Burke Engineering, Ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. Project Development Report			13. Project Management and Coordination														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer VI	86.00	24	6.32%	5.43	160	41.03%	35.28												
Engineer V	72.88	24	6.32%	4.60	20	5.13%	3.74												
Engineer IV	59.79	96	25.26%	15.10	150	38.46%	23.00												
Engineer III	47.70	160	42.11%	20.08	60	15.38%	7.34												
Engineer I/II	34.41	76	20.00%	6.88															
Survey V	83.87																		
Survey IV	75.79																		
Survey III	66.31																		
Survey II	54.28																		
Survey I	38.47																		
Engineering Technician V	71.87																		
Engineering Technician IV	63.30																		
Engineering Technician III	39.17																		
Engineering Technician I/II	23.89																		
CAD Manager	70.49																		
CAD Technician II	53.06																		
GIS Specialist III	57.35																		
Landscape Architect	64.52																		
Landscape Designer I/II	37.38																		
Env. Resource Specialist V	75.48																		
Env. Resource Specialist IV	62.04																		
Env. Resource Specialist III	52.49																		
Env. Resource Specialist I/II	29.83																		
Env. Resource Technician	45.06																		
Engineering Intern	19.12																		
TOTALS		380.0	100%	\$52.10	390.0	100%	\$69.35	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

UNIT CUSHING COSTS 2022

Unit Number	Unit Name	Billing Rate
	111 8.5 x 11 RIPd Color Laser Copies Fierys	0.6
	117 11 x 17 RIPd Color Laser Copies Fierys	0.7
	121 Scanned Color Images-Printed on Bond	6
	122 Additional Prints of Original	6
	151 Premium Color Poster	4
	155 Operator Required-Processing Charge	25
	157 Small Format Color Scan to PDF	1.4
400W	400 8.5 x 11 B/W Impressions	0.07
	8.5 x 11 B/W Impressions (Walk Up)	0.07
	403 8.5 x 11 Color Paper Stock	0.1
	404 8.5 x 11 Card Stock	0.12
	405 8.5 x 11 Sticky Back	1
	409 Clear 4 Mil Mylar Cover	0.5
	411 Variable Magnification	0.5
	413 8.5 x 11 Monochrome Scan	0.075
413-1	11 x 17 Monochrome Scan	0.075
	414 8.5 x 14 B/W Impressions	0.12
	416 11 x 17 Clear 4 Mil Mylar Cover	1
	417 11 x 17 B/W Impressions	0.12
417W	11 x 17 B/W Impressions (Walk Up)	0.09
	418 11 x 17 Card Stock	0.19
	419 11 x 17 Colored Paper	0.16
	420 1/4" Plastic Comb Binding	1.4
	421 3/8" Plastic Comb Binding	1.6
	422 1/2" Plastic Comb Binding	2.4
	423 5/8" Plastic Comb Binding	2.5
	424 3/4" Plastic Comb Binding	2.75
	425 7/8" Plastic Comb Binding	2.9
	426 1" Plastic Comb Binding	3.05
	427 1-1/8" Plastic Comb Binding	3.55
	428 1-1/4" Plastic Comb Binding	3.85
	429 1-1/2" Plastic Comb Binding	4
	430 1-3/4" Plastic Comb Binding	4.5
	431 2" Plastic Comb Binding	4.7
	438 Stapling	0.05
444-1	444 Misc. Charges	1.25
	Plastic Jackets	1.25
	455 Imaging on Tabs	0.15
	456 Tab Card Stock	0.75
	470 Handwork	45
	472 Fan Folding 11x17 to 8 5x11	0.03
	473 Inserting	0.04
	474 Drilling-Standard 2 or 3 Holes	2.5
	500 8.5 x 11 Color Laser Copy	0.55
502-1	502 8.5 x 11 Small Format Color Scan	0.075
	11 x 17 Small Format Color Scan	0.075
	514 8.5 x 14 Color Laser Copies, Double-Side	1.5
	517 11 x 17 Color Laser Copy	0.95
	580 Mounting on 3/16" Foamcore	3.45
	73 Overtime	50
	777777 8.5 x 11 Paper per Case or Package	
800H	800 Digital Bond Prints/Plots	0.18
	Half Size Bond Prints/Plots	0.18
	802 Scan Setup	2
	815 Bond Enlarge/Reduce	1.15
	822 Scan to File	2
	850 Large Document Vellum Prints	0.4
	870 Handwork	45
	872 Folding	0.05
	885 Mylar Reproduction	1.75
900H	900 Digital Bond Prints/Plots	0.18
	Half Size Bond Prints/Plots	0.18
	905 Color Inkjet Plots	4
905-0	EGG (Engineering Grade) plots	1.35
905-2	EGG Scans	6
	910 Mylar Prints/Plots	1.75
	924 Burn CD	12
	925 File Conversion Processing	0.75
	926 DVD Burn	15
	950 Vellum Plots	1.25



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

March 14, 2023

Mr. Majid Mobasseri, PhD, SE, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 65,107A
Geotechnical Exploration
East Branch of DuPage River Trail Project
Roosevelt Road to Illinois Prairie Path
Glen Ellyn, Illinois

Dear Mr. Mobasseri:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above-captioned project. Our revised proposal responds to your latest email dated March 2, 2023, and a subsequent phone conversation. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for foundations in connection with the design of a proposed pedestrian bridge, a new culvert, three culvert extensions and new retaining walls in association with the East Branch of DuPage River Trail Project.

Project Description:

Our understanding of the proposed construction are as follows:

- Pedestrian Bridge (about 200' long) situated between the East Branch of the DuPage River and the East Branch Riverway Forest Preserve, lying about ¼ mile north of IL-38 and about 600 feet west of I-355.
- IL-53 underpass with retaining walls which will extend about 400 to 600ft.
- An IDOT permit will be required to drill within the IL-53 right-of-way.
- New culvert (for path crossing) on the NWC of IL-53 and I-355.
- Culvert extension (10'x6' RCBC) along I-355 approximately west of Wilson Road.
- Culvert extension (24" to 36" in size) along I-355 approximately west of Harrison Road.
- Culvert extension (24" to 36 in size) along I-355 approximately west of Madison Street.
- A Tollway permit will be required to drill the culverts within the I-355 right-of-way.

If the location of the proposed structure is changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

Boring Program:

As requested, a total of thirteen (13) soil borings are to be drilled as part of our Geotechnical Exploration. The soil borings are to be extended to 30 to 75 feet below existing grade. Total drilling footage on this basis is estimated to be about 460 lineal feet. Structure Borings deeper than 30 feet in depth are to be backfilled with cement/bentonite grout.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to conventional drilling equipment (a conventional truck or All-Terrain Vehicle (ATV) mounted drill). In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R8s GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will be obtained by standard split-spoon (ASTM D 1586) methods at each structure boring location in accordance with IDOT procedures. Special circumstances (trees, slopes, power lines, etc.) may dictate the use of a small drill rig where soil samples will be obtained by geo-probe methods. Sampling will be performed at 2½-foot intervals for the first 20 to 30 feet and not exceed 5-foot intervals below this level unless unforeseen circumstances present themselves. A representative portion of the split-spoon samples will be placed in a glass jar with a screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following the completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

TSC will attempt to minimize damage or ground disturbance (rutting, etc.) with the drill rig. However, ground disturbance is inevitable and should be expected if work is performed while the ground is soft.

Assumptions for Permits:

Six (6) soil borings will likely be located within the Illinois Route 53 (IL-53) right-of-way. IL Route 53 is under IDOT jurisdiction and will require an IDOT permit to perform the fieldwork at these locations. Five (5) soil borings will likely be located within the Illinois Tollway right-of-way. Therefore, a Tollway permit will be required to perform the fieldwork at these locations. It has been our experience that it may take at least 6 to 8 weeks or more to get the permit from IDOT and/or the Tollway.

It is understood that the retaining wall borings along IL-53 may also be located within the ComEd Right-of-Way. A ComEd ROW right-of-way permit will also be needed to drill these borings. It should be noted ComEd does not allow borings to be drilled within any wetland areas. Therefore, depending on the proposed boring locations and the wetland limits, it may not be possible to drill some of the borings for the retaining wall along IL-53.

Traffic Control:

It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked for some of the borings along IL-53 using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for shoulder/lane closures by a professional traffic control firm. If it is determined that traffic control is not needed you will not be charged for this service. Unit rates are included if professional traffic control is deemed necessary at other locations.

Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM. A cost supplement to this proposal may be required if IDOT imposes restricted hours (nights or weekends) to complete any of this work.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified and AASHTO Soil Classification Systems as well as the Illinois Division of Highway (IDH) Textural Classification Chart.

Laboratory testing will include moisture content determinations, as well as unconfined compressive strength (Qu) on cohesive soils using a proving ring tester, approved by IDOT. An estimate of unconfined compressive strength using a calibrated pocket penetrometer (Qp) will be obtained on cohesive samples when unconfined compressive strength (Qu) is not possible. Dry unit weight tests will also run on specimens of clay fill. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

A separate Structural Geotechnical Report (SGR) will be prepared for each structure upon completion of field and laboratory testing, to include typed boring logs and a boring location plans. The report will address anticipated soil and groundwater conditions impacting site development, based on the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to the bridge structure foundations and other geotechnical issues that may need to be addressed. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for foundations and retaining walls.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.
- Profile Sheets are not part of the scope of work.

Fees and Scope:

In accordance with the Cost Estimates (1 - 3) attached, TSC is proposing the following budget amounts to provide the Geotechnical Exploration outlined above.

Cost Estimate No.	Structure (s)	General Location	Budget Amount
1	Pedestrian Bridge (200lf)	between EB of DuPage River and EB Riverway Forest Preserve	\$ 11,675.00
2	Retaining Walls along IL-53	Either on the SEC or NWC of IL-53 and EB DuPage River	\$ 23,250.00
3	New Culvert and Culvert Extensions	NWC IL-53 and I-355, west of Wilson Road, west of Harrison Road & west of Maddison Road	\$ 12,400.00
Total Cost Estimate:			\$ 47,325.00

Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water, in wooded or landscaped areas or on steeply slopping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2023.

The Illinois Department of Labor (IDOL) has taken the position that Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC must be notified if this project is to be funded in part or total by state or local government sources, for which it would be subject to IPWA requirements. The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by a separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.

Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions (as modified for CBBEL). TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose if any are to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Mr. Majid Mobasseri, PhD, SE, PE
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: mmobasseri@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Signature on File

Timothy R. Peceniak, P.E.
Geotechnical Engineer

Enc: Cost Estimate
General Conditions (as modified for CBBEL)
Project Data Sheet

CC: Emily T. Anderson, PE, CFM (eanderson@cbbel.com)

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE 1
 Proposed Pedestrian Bridge
 between EB of DuPage River and EB Riverway Forest Preserve
 Glen Ellyn, Illinois

2 borings - 75' deep = 150lf

ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE				
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	3. 0	110.00 \$ 330.00
1.2	Private Locator to Mark Private and/or Interior Underground Utility Lines	Cost + 10%	0	750.00 \$ 0.00
DRILLING AND SAMPLING				
2.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Day	2	4,000.00 \$ 8,000.00
2.2	Backfill Structure Borings with a Bentonite / Cement Based Grout or Backfill with Bentonite Chips	Foot	150.0	5.50 \$ 825.00
LABORATORY TESTING				
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	42	4.00 \$ 168.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	40	8.00 \$ 320.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	25	16.00 \$ 400.00
3.4	Dry Unit Weight Determination	Each	3	8.00 \$ 24.00
ENGINEERING SERVICES				
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Hour	10.0	150.00 \$ 1,500.00
4.2	Prepare Geotechnical Location Plan	Hour	1. 0	110.00 \$ 110.00
4.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0. 0	200.00 \$ 0.00
ESTIMATED TOTAL:				\$ 11,677.00
RECOMMENDED BUDGET:				\$ 11,675.00

COST ESTIMATE 2
 Retaining Walls
 Along IL-53 and west of I-355
 Glen Ellyn, Illinois

3 borings - 50' deep = 150lf
 3 borings - 30' deep = 90 lf

ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE				
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	3.0	110.00 \$ 330.00
PERMITS				
2.1	IDOT Permit, Bond and Other Direct Charges	Cost	1	1,000.00 \$ 1,000.00
2.2	Engineer to Prepare and Submit Permit	Lump Sum	1	450.00 \$ 450.00
2.3	Engineer to Prepare and Submit ComEd Right-of-Way Permit	Hour	4	150.00 \$ 600.00
DRILLING AND SAMPLING				
3.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Day	3	4,000.00 \$ 12,000.00
3.2	Backfill Structure Borings with a Bentonite / Cement Based Grout or Backfill with Bentonite Chips	Foot	240.0	5.50 \$ 1,320.00
TRAFFIC CONTROL (for Soil Borings and Pavement Cores)				
4.1	2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	8.0	300.00 \$ 2,400.00
4.2	2-Man Flagging Crew, Overtime	Hour	2.0	350.00 \$ 700.00
LABORATORY TESTING				
5.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	72	4.00 \$ 288.00
5.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	45	8.00 \$ 360.00
5.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	30	16.00 \$ 480.00
5.4	Dry Unit Weight Determination	Each	15	8.00 \$ 120.00
ENGINEERING SERVICES				
6.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Hour	16.0	150.00 \$ 2,400.00
6.2	Prepare Geotechnical Location Plan	Hour	2.0	110.00 \$ 220.00
6.3	Geotechnical Engineer to Run Slope Stability Analyses	Hour	4.0	150.00 \$ 600.00
ESTIMATED TOTAL:				\$ 23,268.00
RECOMMENDED BUDGET:				\$ 23,250.00

COST ESTIMATE 3
 New Culvert NEC IL-53 & I-355
 Culvert Extension - Wilson Road
 Culvert Extension - Harrison Road
 Culvert Extension - Madison Street
 Glen Ellyn/Lombard, Illinois

5 borings - 30' deep = 150lf

ITEM	UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE				
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	5.0	110.00 \$ 550.00
PERMITS				
2.1	Tollway Permit, Bond and Other Direct Charges	Cost	1	Est. 500.00 \$ 500.00
2.2	Engineer to Prepare and Submit Tollway Permit	Lump Sum	1	450.00 \$ 450.00
DRILLING AND SAMPLING				
3.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Day	2	4,000.00 \$ 8,000.00
LABORATORY TESTING				
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	50	4.00 \$ 200.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	35	8.00 \$ 280.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	25	16.00 \$ 400.00
4.4	Dry Unit Weight Determination	Each	2	8.00 \$ 16.00
ENGINEERING SERVICES				
5.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Hour	12.0	150.00 \$ 1,800.00
5.2	Prepare Geotechnical Location Plan	Hour	2.0	110.00 \$ 220.00
5.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	200.00 \$ 0.00
	ESTIMATED TOTAL:			\$ 12,416.00
	RECOMMENDED BUDGET:			\$ 12,400.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. ~~Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.~~ **JTB**

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

~~Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.~~ **JTB**

~~In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.~~ **JTB**

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

If waivers are required, please provide the Owner's name here _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Local Public Agency DuPage Division of Transportation	County DuPage	Section Number 23-00002-08-BT
Prime Consultant (Firm) Name Christopher B. Burke Engineering, Ltd.	Prepared By Timothy Peceniak	Date 4/18/2023
Consultant / Subconsultant Name Testing Service Corporation	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	30	MONTHS			OVERHEAD RATE	161.81%
START DATE	7/1/2023				COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024				% OF RAISE	2.00%
END DATE	12/31/2025					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2023	1/1/2024	6	20.00%
1	1/2/2024	1/1/2025	12	40.80%
2	1/2/2025	1/1/2026	12	41.62%

The total escalation = 2.42%

Local Public Agency

DuPage Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

Testing Service Corporation

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	86	\$0.65	\$55.90
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	7	\$65.00	\$455.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	10	\$310.00	\$3,100.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	122	\$9.30	\$1,134.60
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Drill Mounted on Truck or ATV Rig	Mobilization and Demobilization	14	\$500.00	\$7,000.00
Backfill Boreholes	Bentonite or Cement Cased Grout or Bentonite Chips	390	\$5.50	\$2,145.00
IDOT Permit	Bond and Other Direct Charges	1	\$1,000.00	\$1,000.00
Tollway Permit	Bond and Other Direct Charges	1	\$500.00	\$500.00
Testing of Soil Samples	Description and Water Content	42	\$12.00	\$504.00
Testing of Soil Samples	Unconfined Compressive Strength	75	\$16.00	\$1,200.00
Testing of Soil Samples	Dry Unit Weights	1	\$8.50	\$8.50
TOTAL DIRECT COSTS:				\$17,103.00

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Testing Service Corporation

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE

COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Geotechnical Services		207.9	10,251	16,588	3,383		30,222	63.86%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$17,103.00	36.14%
TOTALS		207.9	10,251	16,588	3,383	-	47,325	100.00%

Local Public Agency

DuPage Division of Transportation

County

DuPage

Section Number

23-00002-08-BT

Consultant / Subconsultant Name

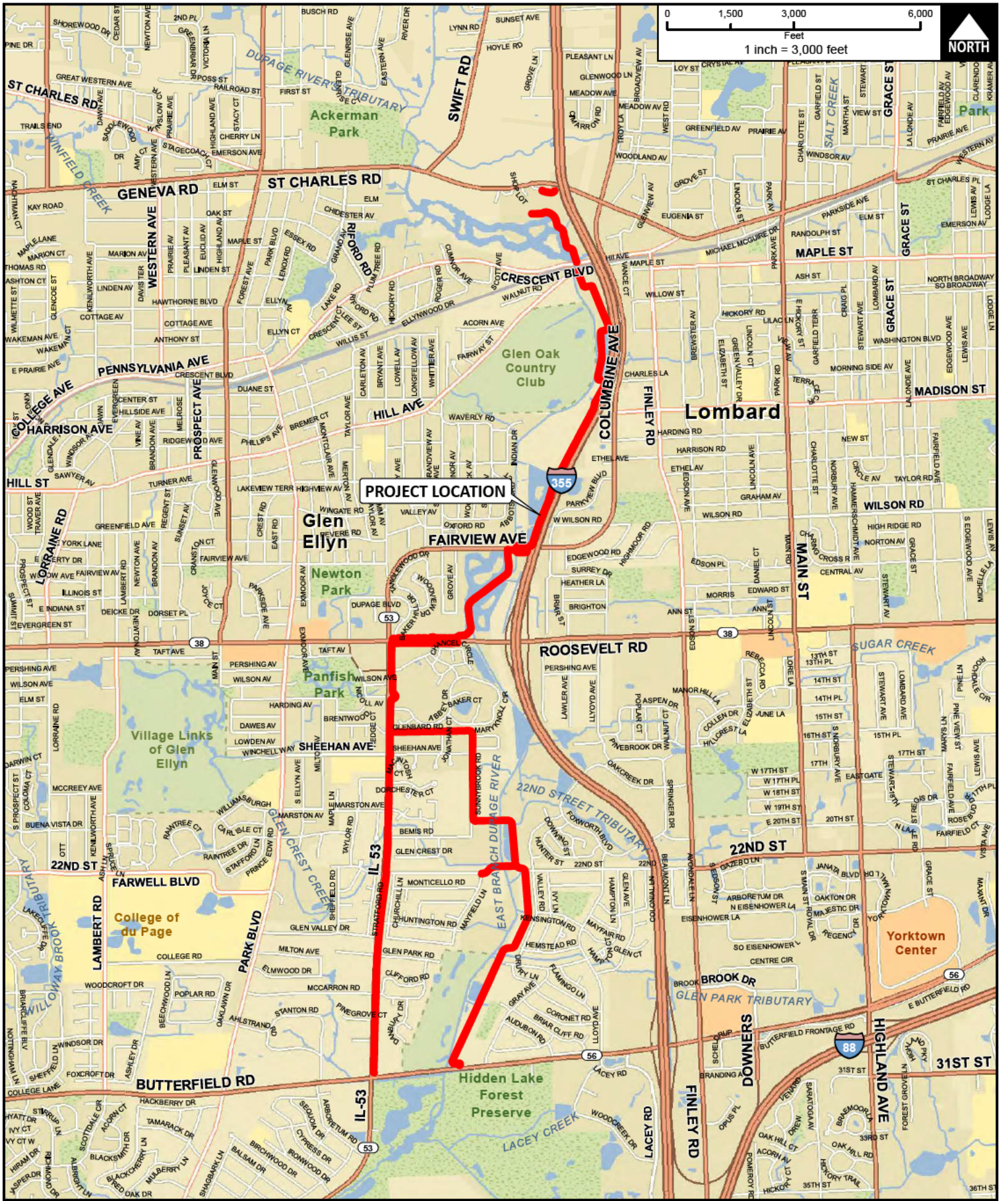
Testing Service Corporation

Job Number

**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Geotechnical Services											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer	53.29	51.5	24.77%	13.20	51.5	24.77%	13.20									
Staking & Utility Clearance	43.33	10.0	4.81%	2.08	10	4.81%	2.08									
CADD Technician	23.56	5.5	2.65%	0.62	5.5	2.65%	0.62									
Administrative Assistant	24.25	4.9	2.36%	0.57	4.9	2.36%	0.57									
Drilling Crew (Regular Time)	46.12	112.0	53.87%	24.84	112	53.87%	24.84									
Drilling Crew (Over Time) x	69.18	24.0	11.54%	7.99	24	11.54%	7.99									
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
		0.0														
TOTALS		207.9	100%	\$49.31	207.9	100.00%	\$49.31	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



PROJECT LOCATION

CLIENT:  **DUPAGE COUNTY DEPARTMENT OF TRANSPORTATION**

TITLE: **EAST BRANCH DUPAGE RIVER TRAIL PROJECT LOCATION MAP**

PROJ. NO. 190277
 DATE: 12/06/2021
 SHEET 1 OF 1
 DRAWING NO.

 **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.	DRW.	SCALE:	1:36,000
DWN.	CHKD.	AUTHOR:	DWALTERS
F LE:	Location Map 12062021	PLOT DATE:	12/6/2021

EXH 1
 95

Path: N:\DUPAGE COUNTY DOT\190277-00002\GIS\Exhibits\Location Map 12062021.mxd



Required Vendor Ethics Disclosure Statement

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

Date: Aug 8, 2023

Bid/Contract/PO #: _____

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Mike Kerr
Contact Phone: 847-823-0500	Contact Email: mkerr@cbbel.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Sam Tornatore	CBBEL	Check	\$500.00	Aug 23, 2023
Deb Conroy	CBBEL	Check	\$1,000.00	May 15, 2023
Sam Tornatore	CBBEL	Check	\$250.00	Aug 5, 2022
Grant Eckhoff	CBBEL	Check	\$250.00	May 11, 2022
Brian Krajewski	CBBEL	Check	\$250.00	May 31, 2022

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File
 Printed Name Michael E. Kerr, PE
 Title President
 Date Oct 24, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (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: _____

Bid/Contract/PO #: East Branch DuPage River Trail Project; Sec No 23-00002-08-BT

Company Name: Testing Service Corporation	Company Contact: Tim Peceniak	23-00002-08-BT
Contact Phone: 630-784-4079	Contact Email: trp@tscorp.com	

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

/ John Massa

Title

President

Date

10/24/2023



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

Vendor Ethics Disclosure Form - Completion Information

The County's ethics ordinance requires that certain information be provided by vendors / consultants / contractors who contract with or are seeking to contract with the County to provide goods or services.

If you wish to view the full text for the County's ethics and procurement policies and ordinances, they are available at: <http://www.dupageco.org/CountyBoard/Policies/>.

A required Vendor Ethics Disclosure Statement is provided for completion and submission to the County.

FORM HEADING:

For DOT purposes, in the top right corner where form has "Bid/Contract/PO# _____", *please leave this line blank.*

FOR #1 AND #2:

Only contributions made within the current and previous calendar year are to be reported.

Please note that if no contributions have been made, the NONE box must be checked.

Only contributions to DU PAGE county board members, or county board chair currently holding office, should be reported on the form.

If your contract is being approved by the County for the benefit of any other elected official or their departments, you must also report all contributions to that elected official.

Please check the following link to ensure that only incumbent DU PAGE county board members are reported on the form: https://www.dupagecounty.gov/government/county_board/county_board_members/

Please check the following link to ensure that only DU PAGE countywide elected officials are reported on the form: https://www.dupagecounty.gov/elected_officials/

Vendors should state either "*cash*" or "*check*" or "*credit card*" in the Description box of the contributions table. No further explanation needed.

The Lobbyist table is to be completed at the discretion of vendors.
However, if no contacts have been made, the Lobbyist NONE box must be checked.

The Signature and Date must be within 60 days prior to approval by the County Board.



Budget Transfer

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

File #: 23-3568

Agenda Date: 11/7/2023

Agenda #: 7.A.

DuPage County, Illinois
 BUDGET ADJUSTMENT
 Effective October, 2022

DOT ADMINISTRATION

From: 1500
 Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3500	54199		CAPITAL CONTINGENCY	\$ 305,000.00	2,500,000.00	2,195,000.00	11/1/23
Total				\$ 305,000.00			

DOT ADMINISTRATION

To: 1500
 Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3500	54000		LAND/RIGHT OF WAY	\$ 305,000.00	14,990.00	319,990.00	11/1/23
Total				\$ 305,000.00			

Reason for Request:

Additional funds needed for land acquisitions associated with the Warrenville Rd. bridge over the East Branch of the DuPage River, Naperville Rd from Ogden Ave to Warrenville Rd, and Lemont Rd from 87th St. to 83rd St. projects for land acquisition. As part of FY23 budget, land acquisition was budgeted in MFT. Decision made to fund land acquisition with LGT to reduce IDOT required processing.

Signature on File

Department Head

Signature on File

Chief Financial Officer

10/30/23

Date

10/31/23

Date

Activity

(optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

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

DOT - 11/7/23
 FIN/CB - 11/14/23



Change Order

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

File #: 23-3412

Agenda Date: 11/7/2023

Agenda #: 8.A.

TC/Consent

kbc



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5753-1-SERV	Original Purchase Order Date: Apr 12, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: Quandel Consultants, Inc.		Vendor #: 39296	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Bridge Inspection Services for DOT Roadway and Trail Bridges, Section 22-BRDGE-08-EG Revised Exhibit C. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$150,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$150,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$150,000.00
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: VV22BRDGINSQ-54040
- 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	Oct 17, 2023	<u>LVS</u>		<u>10/19/23</u>
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

EXHIBIT C

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

CONSULTANT: **Quandel Consultants, Inc.**

PROJECT: **Professional Bridge Inspection Services**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal 1	78	78	
Principal 2	78	78	
Project Engineer 7	78	78	
Project Engineer 6	70	78	
Project Engineer 5	55	78	
Project Engineer 4	40	60	
Project Engineer 3	38	50	
Project Engineer 2	35	45	
Project Engineer 1	30	40	
Project Administrator	35	45	Classification added

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

Signature of Authorized Agent

Signature on File

for CONSULTANT:

Signature

Date: 10/05/2023

Kurt Oelerich

Print Name

Approved By COUNTY:

Signature on File

Yifang Lu, Chief Highway Engineer

Date: 10/16/2023



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: Oct 17, 2023

Bid/Contract/PO #: _____

Company Name: <u>Quandel Consultants, Inc.</u>	Company Contact: <u>Kurt Oelerich</u>
Contact Phone: <u>847-922-5664</u>	Contact Email: <u>KOelerich@quandel.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Kurt Oelerich

Title CFO

Date Oct 17, 2023

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



Change Order

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

File #: 23-3413

Agenda Date: 11/7/2023

Agenda #: 8.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 4282-1-SERV	Original Purchase Order Date: Nov 20, 2019	Change Order #: 5	Department: Division of Transportation
Vendor Name: AECOM Technical Services, Inc.		Vendor #: 10831	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services for improvements along the Gary Avenue Trail, from the Great Western Trail to Army Trail Road, Section# 11-00237-11-BT. Extend contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$348,477.60
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$348,477.60
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$348,477.60
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

- Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 19, 2023	<u>WLS</u>		<u>10/19/23</u>
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



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: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: Kent.Kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: AECOM Technical Services, Inc.	Vendor #: 10831

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 Construction Engineering Services contract 4282-1-SERV with AECOM Technical Services, Inc., for the Gary Avenue Trail improvements from the Great Western Trail to Army Trail Road, Section# 11-00237-11-BT expires November 30, 2023. An extension of time until November 30, 2024 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 retained AECOM Technical Services, Inc. to perform construction engineering for the Gary Avenue Trail improvements. Construction has been completed. Due to the lengthy close out process on federal projects, it is necessary to retain AECOM Technical Services, Inc. beyond the contract completion date. Therefore, an extension of time is the recommended course of action.

Strategic Impact

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

In order to complete the project documentation and close out the Gary Avenue Trail improvements project, it will be more cost effective to continue to utilize AECOM Technical Services, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 Qualifications were sent to firms throughout the industry. Proposals were received from 21 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, experience on similar projects, any strategies/opportunities to ensure the project schedule is met and DBE/WBE participation. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by AECOM Technical Services, Inc. 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 November 30, 2024 with no change in the contract amount is the recommended course of action since AECOM Technical Services, Inc. has completed the work to date in a satisfactory and timely manner. AECOM Technical Services, Inc. is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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 #: 23-3414

Agenda Date: 11/7/2023

Agenda #: 8.C.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 6308-1-SERV	Original Purchase Order Date: Mar 1, 2023	Change Order #: 1	Department: Division of Transportation
Vendor Name: Applied Research Associates, Inc.		Vendor #: 12912	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Pavement Condition Rating and Annual Maintenance and Support Services for the DuPage County Pavement Management Program. Extend current contract expiration date to November 30, 2024 and last invoice date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$125,125.55
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$125,125.55
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$125,125.55
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: <u>Nov 30, 2023</u> to: <u>Nov 30, 2024</u>
<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	Oct 19, 2023	<u>LLS</u>		<u>10/23/23</u>
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		



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: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: John Loper
Contact Email: John.Loper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Applied Research Associates, Inc.	Vendor #: 12912

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
 Pavement condition rating, annual maintenance and support services for the DuPage County Pavement Management Program contract 6308-1-SERV with Applied Research Associates, Inc. expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 The DOT contracted with ARA in 2023 for the purposes of updating its pavement condition assessment. ARA will require additional time to complete tasks related to development of the pavement condition forecasting tool due to complexity of the task. DOT also amended its pavement rating process to include a new Pavement Condition Index (PCI) rating system that requires additional time to analyze.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 This contract conforms with best management practices and allows the DOT to review how its pavement performs over time. The contract contains work tasks that allow DuDOT to analyze optimal roadway maintenance practices. DuDOT utilizes these tools to program future roadway resurfacing under various budget and cost scenarios.

Source Selection/Vetting Information - Describe method used to select source.
 The DOT selected Applied Research Associates, Inc. as the preferred vendor after considering a variety of other vendors and applications. The vendor is considered a sole source for this application and no other vendors are licensed to provide support, maintenance and/or application upgrades.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since Applied Research Associates, Inc. services are required for the maintenance of the pavement database, augmenting the pavement performance model and programming services. DuDOT staff does not have time available to develop the tools in-house.

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 the contract encumbrance.



Change Order

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

File #: 23-3416

Agenda Date: 11/7/2023

Agenda #: 8.D.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 4860-1-SERV	Original Purchase Order Date: Sep 23, 2020	Change Order #: 6	Department: Division of Transportation
Vendor Name: BLA, Inc.		Vendor #: 10796	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services for improvements along 31st Street, from Meyers Road to York Road, Section# 14-00259-05-CH. Extend contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$717,083.05
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$717,083.05
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$717,083.05
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

Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024

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

OTHER - explain below:

kbc	6892	Oct 20, 2023	<u>WLS</u>		<u>10/21/23</u>
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		



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: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: Kent.Kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: BLA, Inc.	Vendor #: 10796

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 Construction Engineering Services contract 4860-1-SERV with BLA, Inc. for the 31st Street, from Meyers Road to York Road improvements, Section# 14-00259-05-CH expires November 30, 2023. An extension of time until November 30, 2024 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 BLA, Inc. to perform construction engineering for the 31st Street, from Meyers Road to York Road improvement. Construction is complete. However, due to the lengthy close out process on federal projects, it is necessary to retain BLA, Inc. beyond the contract completion date. Therefore, an extension of time is the recommended course of action.

Strategic Impact

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

In order to complete the project documentation and close out the 31st Street, from Meyers Road to York Road project, it will be most cost effective to continue to utilize BLA, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 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 qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects, and strategies to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by BLA, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since BLA, Inc. has completed the work to date in a satisfactory and timely manner. BLA, Inc. is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 enunciation.



Change Order

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

File #: 23-3417

Agenda Date: 11/7/2023

Agenda #: 8.E.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 23, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5752-1-SERV	Original Purchase Order Date: Apr 12, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: BLA, Inc.		Vendor #: 10796	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services, 75th Street Improvements from Millbrook Drive to Greene Road Section# 18-00233-04-SP. Extend contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$489,433.33
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$489,433.33
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$489,433.33
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

- Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 23, 2023	<u>LLS</u>		<u>10/23/23</u>
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



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: Oct 23, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Steve Mlynarczyk
Contact Email: steven.mlynarczyk@dupagecounty.gov	Contact Phone: 6900
Vendor Name: BLA, Inc.	Vendor #: 10796

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 Construction Engineering Services contract 5752-1-SERV with BLA, Inc. for improvements along 75th Street, from Millbrook Drive to Green Road, Section# 18-00233-04-SP expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

Due to various supply chain delays for the procurement of traffic signal equipment, the project could not be completed by the end of 2022 as per the approved construction progress schedule. The physical construction was substantially completed in the summer of 2023. Due to long processing times by IDOT for the final contract documentation and closeout process has been drawn out. It is anticipated that this process can be substantially completed by the fall of 2024.

Strategic Impact

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

In order to complete this project, it will be more cost effective to continue to utilize BLA, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 and responses were received from 22 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by BLA, Inc. is 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 November 30, 2024 with no change in the contract amount is the recommended course of action since BLA, Inc. has completed the work to date in a satisfactory and timely manner. BLA, Inc. is in the best position to continue to provide the construction engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3418

Agenda Date: 11/7/2023

Agenda #: 8.F.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5625-1-SERV	Original Purchase Order Date: Jan 11, 2022	Change Order #: 3	Department: Division of Transportation
Vendor Name: CDM Smith, Inc.		Vendor #: 13295	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Engineering Services for the Cass Avenue Corridor Study. Section# 21-00238-01-ES. Extend current contract expiration date to November 30, 2024 and last invoice date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$241,755.22
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$241,755.22
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$241,755.22
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: <u>Nov 30, 2023</u> to: <u>Nov 30, 2024</u>
<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	Oct 19, 2023	<u>HS</u>		<u>10/23/23</u>
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		



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: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: William Eidson
Contact Email: William.Eidson@dupagecounty.gov	Contact Phone: 6900
Vendor Name: CDM Smith, Inc.	Vendor #: 13295

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 Engineering Services contract 5625-1-SERV with CDM Smith, Inc. for the Cass Avenue Corridor Study, Section# 21-00238-01-ES expires November 30, 2023. An extension of time until November 30, 2024 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 engaged CDM Smith to prepare a corridor evaluation of Cass Avenue, including conducting meetings with various stakeholder groups and with peer agencies. The work is ongoing and an extension of time is required to ensure adequate time for review and coordination of the final project materials with all the stakeholders.

Strategic Impact

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

In order to complete this project, it will be more cost effective to continue to utilize CDM Smith, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 22 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 approach to the project and understanding of key considerations, experience with similar projects, and experience with key team members. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by CDM Smith, Inc. was the most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since CDM Smith, Inc. has completed the work to date in a satisfactory and timely manner. CDM Smith, Inc. is in the best position to continue to provide engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3419

Agenda Date: 11/7/2023

Agenda #: 8.G.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5876-1-SERV	Original Purchase Order Date: Jun 14, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: Chicago Testing Laboratory, Inc.		Vendor #: 11033	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Geotechnical and Materials Engineering Services, (Various Locations), Section# 22-RSURV-07-EG. Extend current contract expiration date to November 30, 2024 and last invoice date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$50,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$50,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$50,000.00
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%

ME

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, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 20, 2023	<u>WLS</u>		<u>10/21/23</u>
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



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: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: Kent.Kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Chicago Testing Laboratory, Inc.	Vendor #: 11033

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 Geotechnical and Materials Engineering Services contract 5876-1-SERV with Chicago Testing Laboratory, Inc., Section# 20-GEOTEK-06-EG expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 Through this contract, CTL is responsible for ongoing geotechnical work for the DOT's project to replace the Bloomingdale Road Bridge over Chicago, Central & Pacific Railroad (22-00184-12-BR). CTL's services are in-progress and expected to be required beyond the current contract expiration date. Therefore, an extension of time is the recommended course of action.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete ongoing projects, it will be more cost effective to continue to utilize Chicago Testing Laboratory, Inc. They are in the best position to complete surveying services at the lowest cost to the County.

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 and responses were received from 8 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, and experience of staff to be assigned to the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Chicago Testing Laboratory, Inc. is 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 November 30, 2024 with no change in the contract amount is the recommended course of action since Chicago Testing Laboratory, Inc. has completed the work to date in a satisfactory and timely manner. Chicago Testing Laboratory, Inc. is in the best position to continue to provide geotechnical services at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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 #: 23-3420

Agenda Date: 11/7/2023

Agenda #: 8.H.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 18, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 4038-1-SERV	Original Purchase Order Date: Aug 14, 2019	Change Order #: 5	Department: Division of Transportation
Vendor Name: Civiltech Engineering, Inc.		Vendor #: 10621	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Preliminary Engineering Services for improvements along Belmont/Finley Road at Ogden Avenue and Cross Street, Section# 19-00173-06-CH. Extend current contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$316,296.04
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$316,296.04
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$316,296.04
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

Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024

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

OTHER - explain below:

kbc	6892	Oct 18, 2023	<u>WLS</u>		<u>10/23/23</u>
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		



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: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: daniel.nowak@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Civiltech Engineering, Inc.	Vendor #: 10621

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 Preliminary Engineering Services contract 4038-1-SERV with Civiltech Engineering, Inc. for the Belmont Road/Finley Road/Ogden Avenue/Cross Street improvements, Section# 19-00173-06-CH expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

The County has decided to process the CH 2/Belmont Road/Finley Road/Ogden Avenue/Cross Street Intersection Improvements project for federal eligibility. To qualify for federal design and construction funds, a preliminary (Phase I) engineering/environmental report must be prepared for approval by the Federal Highway Administration. This process requires extensive time to coordinate the project with both IDOT and the Federal Highway Administration. Additionally, coordination with the Village of Downers Grove has been conducted in order to attain support on a preferred geometric improvement to the Finley Road / Belmont Road at Ogden Avenue intersection. This coordination has taken longer than anticipated. Because of the time it takes to meet federal requirements, and the importance of the Village's support for the project, it is staff's recommendation that a time extension be granted.

Strategic Impact

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

In order to complete this project, it will be more cost effective to continue to utilize Civiltech Engineering, Inc.. They are in the best position to complete the project at the lowest cost to the County.

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 31 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Civiltech Engineering, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since Civiltech Engineering, Inc. has completed the work to date in a satisfactory and timely manner. Civiltech Engineering, Inc. is in the best position to continue to provide the preliminary engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3421

Agenda Date: 11/7/2023

Agenda #: 8.I.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5774-1-SERV	Original Purchase Order Date: Apr 26, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: ESI Consultants LTD	Vendor #: 12125	Dept Contact: Kathleen Black Curcio	

Background and/or Reason for Change Order Request: Professional Construction Engineering Services for the 2022 Pavement Maintenance (South) Program. Section 22-PVMTC-18-GM. See decision memo and acquisition letter for more information.
 1. Decrease PO 5774 by \$35,383.80 (remaining encumbrance) and close contract.
 2. Transfer funds (\$35,383.80) to Gonzalez Companies, LLC (Vendor #41572) for the period Apr 26, 2022 - Nov 30, 2024, with a last invoice date of Nov 30, 2025.

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	\$413,980.28
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$413,980.28
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$35,383.80)
E	New contract amount (C + D)	\$378,596.48
F	Percent of current contract value this Change Order represents (D / C)	-8.55%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-8.55%

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, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:
Acquisition of ESI Consultants LTD by Gonzalez Companies, LLC

kbc	6892	Oct 17, 2023	<u>LVS</u>		<u>10/19/23</u>
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



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: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Keith Warf
Contact Email: keith.warf@dupagecounty.gov	Contact Phone: 6900
Vendor Name: ESI Consultants, LLC	Vendor #: 12125

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

The Division of Transportation entered into a contract with ESI Consultants, LLC for Professional Construction Engineering Services for the 2022 Pavement Maintenance (South) Program. ESI Consultants, LLC was recently acquired by Gonzalez Companies, LLC. The DOT requests the transfer of the remaining encumbrance in PO#5774-1-SERV to Gonzalez Companies, LLC and to extend the expiration date of the contract to November 30, 2024.

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

In order for the County to continue to perform necessary Professional Construction Engineering Services for the 2022 Pavement Maintenance Program, it is necessary to transfer the current contract with ESI Consultants, LLC to Gonzalez Companies, LLC.

Strategic Impact

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

In order to provide Professional Construction Engineering Services for the 2022 Pavement Maintenance Program without any lapse, it is more cost effective and efficient to transfer our contract with ESI Consultants, LLC to Gonzalez Companies, LLC.

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

ESI Consultants, LLC was originally selected following a qualifications based selection process. Gonzalez Companies, LLC maintains the same pre-qualifications.

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

It is recommended to transfer the original contract with ESI Consultants, LLC to Gonzalez Companies, LLC under the same terms and conditions. DOT will monitor the contract and deliverables to ensure equal or better performance.

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 the contract total encumbrance. Transfer contract 5774-1-SERV and remaining contract balance (\$35,383.80) with ESI Consultants, LLC - 12125 to Gonzalez Companies, LLC - 41572



ESI Consultants
Excellence, Service, Integrity

August 1, 2023

CONFIDENTIAL

County of DuPage
Division of Transportation
Attn: Christopher Snyder, P.E., Director of Transportation
421 North County Farm Road
Wheaton, IL 60187

Re: Merger of ESI Consultants, LLC and Gonzalez Companies, L.L.C.

Dear Chris:

We are pleased to write today to inform you of some exciting news. ESI Consultants, LLC ("ESI") has entered into an Agreement and Plan of Merger (the "Merger Agreement") with Gonzalez Companies, L.L.C. ("Gonzalez"), which is a subsidiary of Trilon Transportation Holdings, LLC ("Trilon"). Trilon is also the parent of ESI Consultants. Pursuant to the Merger Agreement, ESI Consultants, LLC will merge into Gonzalez Companies, L.L.C., with Gonzalez Companies, L.L.C. as the ultimate surviving company following the merger.

We hold Gonzalez and its management team in very high regard, and we are excited about becoming a part of the Gonzalez organization. We hope you will share our enthusiasm. As ESI enters into this new phase, we look forward to maintaining our strong relationship with you and continuing to provide services under the following Agreement that is currently in place.

- #5774-0001 OSERV – 2022 Pavement Maintenance Program – South
Section 22-PVMTC-18-GM

We expect the Merger to close on August 1, 2023. We request that the above contracts be formally transferred to Gonzalez Companies, LLC (FEIN #43-1872209) going forward. Please advise us of the next steps to formalize the assignment of the contract listed above. If you have any questions, please feel free to contact me anytime at 312-735-6741, or by email at khayes@esiltd.com.

Sincerely yours,
ESI Consultants, LLC

Signature on File

Kevin Hayes
Vice President



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: 10/17/2023

Bid/Contract/PO #: _____

Company Name: Gonzalez Companies, LLC	Company Contact: Adam O'Holleran
Contact Phone: (312) 735-7058	Contact Email: aoholleran@gocos.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 resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

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

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x	Deb Conroy	Gonzalez Companies, LLC	Friends of Deb Conroy - Check	\$200	8/28/2023

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

Add Line	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
x			

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

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

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

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

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

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

Signature on File

Authorized Signature

Printed Name

Carlos V. Huddleston

Title

Managing Principal, CEO

Date

October 17, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 2 _____ (total number of pages)



Change Order

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

File #: 23-3423

Agenda Date: 11/7/2023

Agenda #: 8.J.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 6059-1-SERV	Original Purchase Order Date: Oct 11, 2022	Change Order #: 5	Department: Division of Transportation
Vendor Name: GRAEF-USA, Inc.		Vendor #: 11549	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Surveying Services, upon request, (Various Locations), for the Division of Transportation, Facilities Management and Public Works. Section# 22-RSURV-07-EG. Extend current contract expiration date to June 30, 2024 and last invoice date to November 30, 2024. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$100,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$100,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$100,000.00
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

Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Jun 30, 2024

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

OTHER - explain below:

kbc	6892	Oct 19, 2023	<i>WS</i>		<i>10/19/23</i>
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		



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: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: daniel.nowak@dupageco.org	Contact Phone: 6900
Vendor Name: Graef-USA, Inc.	Vendor #: 11549

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 Surveying Services contract 6059-1-SERV with Graef-USA, Inc., Section# 22-RSURV-07-EG expires November 30, 2023. An extension of time until June 30, 2024 is recommended.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 Through this contract, Graef-USA, Inc. is responsible for ongoing survey work for the DOT's project to replace the Bloomingdale Road Bridge over Chicago, Central & Pacific Railroad (22-00184-12-BR). Graef-USA, Inc. survey work and associated support is in-progress and expected to be required beyond the current contract expiration date. Therefore, an extension of time is the recommended course of action.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete ongoing projects, it will be more cost effective to continue to utilize Graef-USA, Inc. They are in the best position to complete surveying services at the lowest cost to the County.

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 and responses were received from 13 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, and experience of staff to be assigned to the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Graef-USA, Inc. is 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 June 30, 2024 with no change in the contract amount is the recommended course of action since Graef-USA, Inc. has completed the work to date in a satisfactory and timely manner. Graef-USA, Inc. is in the best position to continue to provide surveying services at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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 #: 23-3424

Agenda Date: 11/7/2023

Agenda #: 8.K.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 4229-1-SERV	Original Purchase Order Date: Nov 13, 2019	Change Order #: 4	Department: Division of Transportation
Vendor Name: HR Green, Inc.		Vendor #: 13235	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Various Preliminary/Design Engineering Services, Section# 20-DEENG-03-EG. Extend contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$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 type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$400,000.00
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: <u>Nov 30, 2023</u> to: <u>Nov 30, 2024</u>
<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	Oct 19, 2023	<u>WLS</u>		<u>10/21/23</u>
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		



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: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: Daniel.Nowak@dupagecounty.gov	Contact Phone: 6900
Vendor Name: HR Green, Inc.	Vendor #: 13235

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 Preliminary/Design Engineering Services (Various Locations), contract 4229-1-SERV with HR Green, Inc., Section# 20-DEENG-03-EG expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 The DOT has determined that the Park Boulevard drainage project, currently under design by HR Green, Inc. as an individual work order in this contract, requires additional time for completion. Therefore an extension of time is the recommended course of action.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete design of the Park Boulevard drainage project under this contract, it will be most cost effective to continue to utilize HR Green, Inc. They are in the best position to complete this outstanding work order at the lowest cost to the County.

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 39 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HR Green, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since HR Green has completed the work to date in a satisfactory and timely manner. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 #: 23-3425

Agenda Date: 11/7/2023

Agenda #: 8.L.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 20, 2023

MinuteTraQ (IQM2) ID #: _____

Purchase Order #: 5638-1-SERV	Original Purchase Order Date: Jan 11, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: HR Green, Inc.		Vendor #: 13235	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services for 63rd Street/Hobson Road Sidewalk Improvements, Section# 16-00146-00-SW. Extend contract expiration date to November 30, 2024 and last invoice date allowed to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$224,482.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$224,482.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$224,482.00
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

- Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024
- Increase \geq \$2,500.00, or \geq 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 20, 2023	<u>LLS</u>		<u>10/23/23</u>
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		



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: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: Kent.Kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: HR Green, Inc.	Vendor #: 13235

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 Construction Engineering Services contract 5638-1-SERV with HR Green, Inc. for 63rd Street/Hobson Road Sidewalk Improvements, Section# 16-00146-00-SW expires November 30, 2023. An extension of time until November 30, 2024 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 retained HR Green, Inc. to perform construction engineering for the 63rd Street/Hobson Road sidewalk improvements. Construction was substantially completed in March 2023. Due to the lengthy close out process on IDOT/federal projects, it is necessary to retain HR Green, Inc. beyond the contract completion date. Therefore, an extension of time is the recommended course of action.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete this project, it will be more cost effective to continue to utilize HR Green, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 30 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, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HR Green, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since HR Green, Inc. has completed the work to date in a satisfactory and timely manner. HR Green, Inc. is in the best position to continue to provide the construction engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3426

Agenda Date: 11/7/2023

Agenda #: 8.M.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5404-1-SERV	Original Purchase Order Date: Aug 24, 2021	Change Order #: 2	Department: Division of Transportation
Vendor Name: Huff & Huff, Inc.		Vendor #: 11585	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Environmental Screening Services, (Various Locations), Section# 21-ENVMT-07-EG. Extend contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$250,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$250,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$250,000.00
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: <u>Nov 30, 2023</u> to: <u>Nov 30, 2024</u>
<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	Oct 19, 2023	<u>WLS</u>		<u>10/21/23</u>
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		



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: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: Daniel.Nowak@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Huff & Huff, Inc.	Vendor #: 11585

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 Environmental Screening Services (Various Locations), contract 5404-1-SERV with Huff & Huff, Inc., Section# 21-ENVMT-07-EG expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

The DOT has determined that Huff & Huff, Inc. is currently working on open work orders under this contract and requires additional time for completion. Therefore an extension of time is the recommended course of action.

Strategic Impact

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

In order to complete currently open work orders, it will be more cost effective to continue to utilize Huff & Huff, Inc. They are in the best position to complete them at the lowest cost to the County.

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 10 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, technical approach to the project and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Huff & Huff, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since Huff & Huff, Inc. has completed the work to date in a satisfactory and timely manner. Huff & Huff, Inc. is in the best position to continue to provide the environmental screening services for these projects at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3427

Agenda Date: 11/7/2023

Agenda #: 8.N.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 18, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 3595-1-SERV	Original Purchase Order Date: Dec 1, 2018	Change Order #: 6	Department: Division of Transportation
Vendor Name: H.W. Lochner, Inc.		Vendor #: 12406	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services for improvements along 55th Street, from Dunham Road to Clarendon Hills Road, Section# 11-00302-04-CH. Extend contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,324,265.33
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,324,265.33
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$1,324,265.33
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

- Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 18, 2023	<i>VVS</i>		<i>10/19/23</i>
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		



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: Oct 18, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: Kent.Kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: H.W. Lochner, Inc.	Vendor #: 12406

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 Construction Engineering Services contract 3595-1-SERV with H.W. Lochner, Inc. for 55th Street from Dunham Road to Clarendon Hills Road improvements, Section# 11-00302-04-CH expires November 30, 2023. An extension of time until November 30, 2024 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 retained H.W. Lochner, Inc. to perform construction engineering for the 55th Street - Dunham Road to Clarendon Hill Road improvement. Construction was substantially completed in late 2020. Due to the lengthy close out process on federal projects, it is necessary to retain H.W. Lochner beyond the contract completion date. Therefore, an extension of time is the recommended course of action.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete the project documentation and close out the 55th Street - Dunham Road to Clarendon Hills Road project, it will be most cost effective to continue to utilize H.W. Lochner, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 Qualifications were sent to firms throughout the industry. Proposals were received from 31 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, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.W. Lochner, Inc. was 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 November 30, 2024 with no change in the contract amount is the recommended course of action since H.W. Lochner, Inc. has completed the work to date in a satisfactory and timely manner. H.W. Lochner, Inc. is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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 #: 23-3428

Agenda Date: 11/7/2023

Agenda #: 8.O.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 23, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5277-1-SERV	Original Purchase Order Date: May 25, 2021	Change Order #: 1	Department: Division of Transportation
Vendor Name: HW Lochner, Inc.		Vendor #: 12406	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services for improvements along Grand Avenue, from Lake Street to County Line Road, Section# 17-00272-03-SP. Extend contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$658,972.45
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$658,972.45
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$658,972.45
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

- Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 23, 2023	<u>LLS</u>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials) Phone Ext Date <u>10/23/23</u>
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



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: Oct 23, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Steve Mlynarczyk
Contact Email: Steven.Mlynarczyk@dupagecounty.gov	Contact Phone: 6900
Vendor Name: HW Lochner, Inc.	Vendor #: 12406

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 Construction Engineering Services contract 5277-1-SERV with HW Lochner, Inc. for improvements along Grand Avenue, from Lake Street to County Line Road, Section# 17-00272-03-SP expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

Due to long processing times by IDOT for the final contract documentation and closeout process has been drawn out. It is anticipated that this process can be substantially completed by the fall of 2024.

Strategic Impact

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

In order to complete this project, it will be more cost effective to continue to utilize HW Lochner, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 36 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, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HW Lochner, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since HW Lochner, Inc. has completed the work to date in a satisfactory and timely manner. HW Lochner, Inc. is in the best position to continue to provide the construction engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3430

Agenda Date: 11/7/2023

Agenda #: 8.P.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5806-1-SERV	Original Purchase Order Date: May 10, 2022	Change Order #: 4	Department: Division of Transportation
Vendor Name: Patrick Engineering, Inc.		Vendor #: 10312	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Preliminary & Design Engineering Services for the Geneva Road Bridge over the West Branch DuPage River, Section# 18-00206-10-BR. Extend current contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$531,924.03
B	Net \$ change for previous Change Orders	\$187,825.67
C	Current contract amount (A + B)	\$719,749.70
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$719,749.70
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)	35.31%
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, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 19, 2023	<u>WVS</u>		<u>10/19/23</u>
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



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: Oct 19, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: Kent.Kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Patrick Engineering, Inc.	Vendor #: 10312

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 Preliminary & Design Engineering Services contract 5806-1-SERV with Patrick Engineering, Inc. for the replacement of the Geneva Road Bridge over the West Branch of the DuPage River, Section# 18-00206-10-BR expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

The bridge replacement project, adjacent to the Forest Preserve District (FPD)'s property, requires land acquisition (easements) for construction and compensatory storage, as determined during the design phase. To accommodate this, the consultant needs extra time to complete the surveys, prepare plat and legal documents and cost estimates so that the FPD can review the additional information and reengage in agreement negotiations with the County.

Strategic Impact

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

In order to complete the design engineering, it will be more cost effective to continue to utilize Patrick Engineering, Inc. They are in the best position to complete the project on the desired schedule and at the lowest cost to the County.

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 37 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and 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 Patrick Engineering, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since Patrick Engineering, Inc. has completed the work to date in a satisfactory manner. Patrick Engineering, Inc. is in the best position to continue to complete the preliminary and design engineering at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3431

Agenda Date: 11/7/2023

Agenda #: 8.Q.

7/1/2023



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5479-1-SERV	Original Purchase Order Date: Oct 12, 2021	Change Order #: 2	Department: Division of Transportation
Vendor Name: RM Chin & Associates, Inc.	Vendor #: 12870	Dept Contact: Kathleen Black Curcio	

Background and/or Reason for Change Order Request: Professional Design Review/Value Engineering Services for building replacements at 140 N. County Farm Road, Wheaton (140 Bldg and 140 Garage) and 1900 W. Arthur Drive, West Chicago (Yellow Freight) and Construction Engineering Services for 1900 W. Arthur Drive, West Chicago (Yellow Freight), Section# 19-00179-32-MG. Extend current contract expiration dated to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

A	Starting contract value	\$999,947.57
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$999,947.57
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$999,947.57
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

- Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 17, 2023	<u>VVS</u>	10/19/23
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



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: Oct 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Mike Figuray
Contact Email: michael.figuray@dupageco.org	Contact Phone: 6900
Vendor Name: RM Chin & Associates, Inc.	Vendor #: 12870

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 Design Review/Value Engineering Services contract 5479-1-SERV with RM Chin & Associates, Inc. for building replacements at 140 N. County Farm Road, Wheaton (140 Bldg and 140 Garage) and 1900 W. Arthur Drive, West Chicago (Yellow Freight) and Construction Engineering Services for 1900 W. Arthur Drive, West Chicago (Yellow Freight), Section# 19-00179-32-MG expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

Due to construction delays, this request will allow RM Chin & Associates, Inc. to continue providing professional construction engineering services for the construction observation & post construction/close-out for the Yellow Freight building, and design phase for the construction of DOT's Highway Garage.

Strategic Impact

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

It will be more cost effective to continue to utilize RM Chin & Associates, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 16 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT and Facilities Management staff reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel. Based on a comprehensive review of the submittals, the DOT and Facilities Management staff determined that the project team assembled by RM Chin & Associates, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since RM Chin & Associates, Inc. has completed the work to date in a satisfactory and timely manner. RM Chin & Associates, Inc. is in the best position to continue to provide the services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3432

Agenda Date: 11/7/2023

Agenda #: 8.R.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5635-1-SERV	Original Purchase Order Date: Jan 11, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: Singh & Associates, Inc.		Vendor #: 38961	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Traffic Signal Design Engineering Services, (Various Locations), Section# 21-TSENG-03-EG. Extend contract expiration date to June 30, 2025 and last invoice allowed date to November 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$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 type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$400,000.00
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

- Increase (greater than 29 days) contract expiration from: Nov 30, 2023 to: Jun 30, 2025
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 20, 2023	<u>LCS</u>		<u>10/23/23</u>
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



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: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Maryanne Sioson
Contact Email: Maryanne.Sioson@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Singh & Associates, Inc.	Vendor #: 38961

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 Traffic Signal Design Engineering Services, (Various Locations) contract 5635-1-SERV with Singh & Associates, Inc. Section# 21-TSENG-03-EG expires November 30, 2023. An extension of time until June 30, 2025 is recommended.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
 Extension is necessary to continue and complete work on multiple open work orders.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete this project, it will be more cost effective to continue to utilize Singh & Associates, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 16 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, staffing approach and plan to ensure sufficient resources to cover multiple projects, experience on similar projects and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Singh & Associates was the most qualified and had the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 An extension of time to June 30, 2025 with no change in the contract amount is the recommended course of action since Singh & Associates, Inc. has completed the work to date in a satisfactory and timely manner. Singh & Associates, Inc. is in the best position to continue to provide the traffic signal design engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3433

Agenda Date: 11/7/2023

Agenda #: 8.S.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 4476-1-SERV	Original Purchase Order Date: Mar 25, 2020	Change Order #: 4	Department: Division of Transportation
Vendor Name: STV, Inc.		Vendor #: 11016	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services for improvements along 75th Street, from Lyman Avenue to Exner Road, Section #16-00233-00-CH. Extend current contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$585,287.72
B	Net \$ change for previous Change Orders	\$172,836.35
C	Current contract amount (A + B)	\$758,124.07
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$758,124.07 <i>ME</i>
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)	29.53%
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, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6982	Oct 20, 2023	<i>VLS</i>		<i>10/21/23</i>
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



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: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Steve Mlynarczyk
Contact Email: Steven.Mlynarczyk@dupagecounty.gov	Contact Phone: 6900
Vendor Name: STV, Incorporated	Vendor #: 11016

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 Construction Engineering Services contract 4476-1-SERV with STV, Inc. for the 75th Street improvement from Lyman Avenue to Exner Road, Section# 16-00233-00-CH expires November 30, 2023. An extension of time until November 30, 2024 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 retained STV, Inc. to perform construction engineering for the 75th Street improvement from Lyman Avenue to Exner Road. Construction was substantially completed in the spring of 2021. Due to the lengthy close out process on federal projects, it is necessary to retain STV, Inc. beyond the contract completion date. Therefore, an extension of time is the recommended course of action.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete construction engineering for the 75th Street improvement, it will be most cost effective to continue to utilize STV, Inc. They are in the best position to complete the project at the lowest cost to the County.

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 27 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 STV, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
 An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since STV, Inc. has completed the work to date in a satisfactory and timely manner. STV, Inc. is in the best position to continue to provide construction engineering services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in more costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3434

Agenda Date: 11/7/2023

Agenda #: 8.T.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 20, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5751-1-SERV	Original Purchase Order Date: Apr 12, 2022	Change Order #: 3	Department: Division of Transportation
Vendor Name: STV Incorporated		Vendor #: 11016	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Construction Engineering Services, 87th Street at Woodward Avenue Intersection Improvements, Section Number# 13-00253-01-CH. Extend current contract expiration date to June 30, 2025 and last invoice allowed date to November 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$675,937.50
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$675,937.50
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$675,937.50
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%
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: <u>Nov 30, 2023</u> to: <u>Jun 30, 2025</u>
<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	Oct 20, 2023	<u>ILCS</u>		<u>10/23/23</u>
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		



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: Oct 20, 2023

MinuteTraQ (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: Kent.Kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: STV Incorporated	Vendor #: 11016

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
 Professional Construction Engineering Services contract 5751-1-SERV with STV Incorporated for intersection improvements at 87th Street at Woodward Avenue, Section# 13-00253-01-CH expires November 30, 2023. An extension of time until June 30, 2025 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 has retained STV Incorporated to perform construction engineering for the intersection improvements at 87th Street at Woodward Avenue. An extension is necessary as the construction has not yet been completed due to the strike in summer of 2022 and extensive utility relocations, both of which delayed the start of the project.

Strategic Impact
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
 In order to complete this project, it will be more cost effective to continue to utilize STV Incorporated. They are in the best position to complete the project at the lowest cost to the County.

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 and responses were received from 22 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by STV, Inc. is 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 June 30, 2025 with no change in the contract amount is the recommended course of action since STV Incorporated has completed the work to date in a satisfactory and timely manner. STV Incorporated is in the best position to continue to provide the construction engineering for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 the contract encumbrance.



Change Order

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

File #: 23-3436

Agenda Date: 11/7/2023

Agenda #: 8.U.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 18, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 4085-1-SERV	Original Purchase Order Date: Sep 11, 2019	Change Order #: 4	Department: Division of Transportation
Vendor Name: TranSystems Corporation		Vendor #: 10626	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Preliminary Engineering Services for intersection improvements at Naperville Road and IL 38, Section# 19-00195-05-CH. Extend current contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$255,917.54
B	Net \$ change for previous Change Orders	\$73,641.55
C	Current contract amount (A + B)	\$329,559.09
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$329,559.09
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)	28.78%
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, 2023 to: Nov 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 18, 2023	<u>LLS</u>		<u>10/21/23</u>
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



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: Oct 18, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Lee Rivera
Contact Email: lee.rivera@dupagecounty.gov	Contact Phone: 6900
Vendor Name: TranSystems Corporation	Vendor #: 10626

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 Preliminary Engineering Services contract 4085-1-SERV with TranSystems Corporation for the Naperville Road and IL 38 (Roosevelt Road) intersection improvements, Section# 19-00195-05-CH expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

The on-going Phase I study has required additional coordination with the Illinois Department of Transportation (IDOT) related to traffic impacts and the proposed improvements at the intersection, including Roosevelt Road, a State route under IDOT's jurisdiction. Additionally, further coordination with other State agencies have further delayed completion of the project. Those coordinations include the State Historic Preservation Office, which has requested assessment of the impacts to various properties in the City of Wheaton. These tasks were needed to ensure that the proposed intersection improvements provide an optimal level of service while minimize impacts to resources in the vicinity. The above tasks have resulted in delays in the studies completion, thereby necessitating an extension of time.

Strategic Impact

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

In order to complete the intersection improvements at Naperville Road and IL 38 (Roosevelt Road), it will be more cost effective to continue to utilize TranSystems Corporation. They are in the best position to complete the project at the lowest cost to the County.

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 32 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by TranSystems Corporation was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since TranSystems Corporation has completed the work to date in a satisfactory and timely manner. TranSystems Corporation is in the best position to continue to provide the services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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 #: 23-3437

Agenda Date: 11/7/2023

Agenda #: 8.V.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Oct 18, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 4861-1-SERV	Original Purchase Order Date: Sep 23, 2020	Change Order #: 6	Department: Division of Transportation
Vendor Name: V3 Companies, Ltd.		Vendor #: 10802	Dept Contact: Kathleen (Black) Curcio
Background and/or Reason for Change Order Request:	Professional Design Engineering Services for improvements along Naperville Road, from Warrenville Road to Ridgeland Avenue, Section# 16-00195-06-CH. Extend current contract expiration date to November 30, 2024 and last invoice allowed date to June 30, 2025. No change in contract encumbrance.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$586,409.73
B	Net \$ change for previous Change Orders	\$46,813.18
C	Current contract amount (A + B)	\$633,222.91
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$633,222.91
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)	7.98%
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, 2023 to: Nov 30, 2024
- Increase \geq \$2,500.00, or \geq 10%, of current contract amount Funding Source _____
- OTHER - explain below:

kbc	6892	Oct 18, 2023	<u>VVS</u>	10/19/23
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



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: Oct 18, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Nils Jordahl
Contact Email: nils.jordahl@dupagecounty.gov	Contact Phone: 6900
Vendor Name: V3 Companies, Ltd.	Vendor #: 10802

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 Preliminary Engineering Services contract 4861-1-SERV with V3 Companies, Ltd., for the Naperville Road improvements from Warrenville Road to Ridgeland Avenue, Section# 16-00195-06-CH expires November 30, 2023. An extension of time until November 30, 2024 is recommended.

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

The DOT is intending to address congestion and capacity issues on the section of Naperville Road from Warrenville Road to Ridgeland Avenue in Naperville by adding a northbound auxiliary lane from Ridgeland Avenue to eastbound I-88, adding a southbound auxiliary lane from Diehl Road to Naperville-Wheaton Road, and lengthening the existing eastbound dual left turn lanes on Diehl Road. Additional scope includes traffic signal modernization at the Diehl Road and Ridgeland Avenue/Naperville-Wheaton Road intersections. The project design process has been delayed due to land acquisition. Therefore an extension of time is the recommended course of action.

Strategic Impact

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

In order to complete design of the Naperville Road from Warrenville Road to Ridgeland Avenue project, it will be most cost effective to continue to utilize V3 Companies, Ltd. They are in the best position to complete the project at the lowest cost to the County.

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 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, experience on similar projects, experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by V3 Companies, Ltd. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since V3 Companies, Ltd. has completed the work to date in a satisfactory and timely manner. V3 Companies, Ltd. is in the best position to continue to provide the services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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.



Action Item

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

File #: 23-3567

Agenda Date: 11/7/2023

Agenda #: 9.A.



**DUPAGE
COUNTY**

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

DIVISION OF TRANSPORTATION

630-407-6900
Fax: 630-407-6901
dot@dupageco.org

www.dupageco.org/dot

NOTICE

Pending Committee Approval

DuPage County Mobility Framework
and Supporting Documents
will be posted for Public Comment beginning
November 8, 2023
On the DuPage County DOT Web Site:

https://cms5.revize.com/revize/dupage/government/departments/transportation/capital_program_and_plans/dupage_mobility_framework.php

The Public Comment Period will close
on Friday, December 8, 2023

Comments may be directed in writing or by e-mail to:

John E. Loper
Chief Transportation Planner
DuPage County DOT
421 N County Farm Road
Wheaton, IL 60187

John.Loper@dupagecounty.gov



Transportation Resolution

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

File #: 23-3457

Agenda Date: 11/7/2023

Agenda #: 10.A.

DT-053C-91

AMENDMENT TO RESOLUTION DT-053B-91
RENEWAL OF AGREEMENT OF UNDERSTANDING BETWEEN THE
COUNTY OF DU PAGE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as DEPARTMENT) previously entered into an Agreement of Understanding pursuant to 605 ILCS 5/5-402 of the Illinois Highway Code allowing the COUNTY to follow an optional method of satisfying certain DEPARTMENT approval requirements and for the purpose of expending Transportation Impact Fees; and

WHEREAS, the DuPage County Board heretofore adopted Resolutions DT-053B-91 dated May 8, 2012, DT-053A-91 dated April 8, 2008 and DT-053-91 dated November 26, 1991 approving an Agreement of Understanding between the COUNTY and the DEPARTMENT (hereinafter referred to as AGREEMENT) which outlines the responsibilities and qualifications of the COUNTY for the use of funds collected to construct or maintain highways or sections thereof; and

WHEREAS, pursuant to the terms of the AGREEMENT, the AGREEMENT must be renewed and updated upon the change in the County Engineer; and

WHEREAS, William C. Eidson, P.E., PTOE has been appointed to the position of County Engineer and the AGREEMENT has been updated to reflect this appointment.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the Chair of said Board and the County Engineer are hereby directed and authorized to execute the abovementioned AGREEMENT with the DEPARTMENT and that the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED, that the County Clerk transmit five (5) original copies of this Amending Resolution and updated AGREEMENT to the Illinois Department of Transportation, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



County: DuPage

This agreement, by and between the Department of Transportation, State of Illinois, hereinafter called the **DEPARTMENT**, and the County of DuPage, of the State of Illinois, hereinafter called the **COUNTY**.

WITNESSETH:

WHEREAS, the Illinois Highway Code provides that the **DEPARTMENT**, upon satisfying itself that the County Engineer's office in a county is adequately organized, staffed, equipped and financed to discharge satisfactorily the duties and requirements of 605 ILCS 5/5-402, may grant a county permission to construct or maintain highways or sections thereof when such projects are financed in whole or in part with any funds received from the State except Federal-aid funds, without approval and supervision of the **DEPARTMENT**, providing the **COUNTY** will enter into an Agreement of Understanding with the **DEPARTMENT**, and;

WHEREAS, this agreement addresses the approval of County and Road District Fuel Tax, Township Bridge, Township Bridge Lapse Pool, 80,000 Pound Truck Access Road, Economic Development, Park Access Road and any other state funded projects administered under Motor Fuel Tax policies and procedures.

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

THE COUNTY AGREES:

1. That it will maintain an adequate, fully staffed organization to the level this Agreement of Understanding was executed and will keep the **DEPARTMENT** currently advised of the organization and key staffing;
2. That it will affect a coordinated 12 or 24 consecutive month maintenance program in accordance with the intent of the law;
3. That it will follow the procedure set forth in 605 ILCS 5/5-403 and 605 5/6-701.1 of the Illinois Highway Code for the construction and maintenance of any highway;
4. That it will supply the **DEPARTMENT**, for record purposes, documentation listed on Attachment A within the timeframe shown, or upon the request of the **DEPARTMENT**;

5. To obtain the **DEPARTMENT'S** approval of all bridge condition reports, preliminary bridge design and hydraulic reports, plans and specifications for all bridges and culverts required by policy contained in Chapter 10 of the Bureau of Local Roads and Streets Manual, as well as for non-MFT funded structures having a clear span of more than thirty (30) feet as required by 605 ILCS 5/5-205.1 of the Illinois Highway Code;
6. To provide Form BLR 10220-Asbestos Certification on bridge projects and when requesting load ratings from the **DEPARTMENT** for resurfacing, of structures greater than 20 feet long measured along the centerline of the roadway;
7. To obtain all necessary permits and environmental/cultural clearances in accordance with the Bureau of Local Roads and Streets Manual and other Department policy before advertising a project for letting or performing the project with its own forces;
8. To ensure plans for highway construction and maintenance work will be designed in accordance with the Bureau of Local Roads and Streets Manual and design policies adopted by the **DEPARTMENT**. Modifications and design deviations proposed by the **COUNTY** must be approved using procedures outlined in Chapter 10 of said Manual;
9. To ensure plans and specifications for maintenance or construction will be prepared as applicable by a licensed professional/structural engineer or under his or her direct supervision. Plans shall bear the engineer's professional/structural seal as applicable;
10. To obtain the **DEPARTMENT'S** approval of plans and specifications for improvement of State highways and appurtenances thereto prior to advertising for bids;
11. To obtain the **DEPARTMENT'S** approval of all connections to the State Highway System;
12. That all rights-of-way will be secured prior to advertising a project for letting, unless prior approval by the **DEPARTMENT** has been secured;
13. To advertise for bids and let contracts for maintenance or construction to the lowest responsible bidder in accordance with **DEPARTMENT** policy, or with the concurrence of the **DEPARTMENT**, do the work itself through its officers, agents and employees;
14. That it will perform or cause to be performed all construction and material inspections required on its construction and maintenance projects using the Project Procedures Guide and other procedures acceptable to the **DEPARTMENT**. The **COUNTY** will document the inspections and make said documentation available to the **DEPARTMENT** at all times any exceptions to approved materials will be coordinated through the district;
15. That reimbursement request for State and or TBP projects shall contain backup documentation per BLRS Manual Chapter 5-10;
16. That it will provide Material Certification in accordance with the applicable portions of Section 800 of the Project Procedures Guide. The **COUNTY** will certify to the Deputy Director of Highways, Region One Engineer that the required material testing and sampling were done for all materials incorporated in the construction or maintenance work. The **COUNTY** will further certify that, for all materials, the Method of Acceptance with the appropriate Evidence of Materials Inspection is available for the **DEPARTMENT** to review. A copy of the Material Certification Letter (Attachment B) will be included with each Engineer's Payment Estimate, (BLR 13230 final payment version);

17. To withhold final payment to the contractor on construction projects involving State highways and appurtenances until written certification is received that the work has been performed in accordance with the plans and specifications and accepted by the **DEPARTMENT**. The **COUNTY** will notify the **DEPARTMENT** at least two (2) weeks prior to the final inspection on construction projects involving State highways and appurtenances so arrangements can be made for a **DEPARTMENT** representative to attend;
18. That it will provide the **DEPARTMENT** with the Local Public Agency General Maintenance Estimate of Cost/Maintenance Expenditure Statement, (BLR 14222, Maintenance Expenditure Statement version) within 3 months from the end of the maintenance period;
19. That it will provide the **DEPARTMENT** with the Final Report of Expenditures (BLR 13510) for project close-out, within one (1) year after the completion of the work;
20. That it will make all records available to personnel of the **DEPARTMENT** for review and/or audit for a minimum of three (3) years after project close-out and **DEPARTMENT** review and/or audit;
21. That it will submit an annual report to the **DEPARTMENT** by February 1 of each year, listing the projects undertaken, a description and limits of each project, the status of the projects, the amount and type of funds expended, and a map showing the locations of the various projects for the previous calendar year;
22. That use of funds not specified in this agreement will require approval by the **DEPARTMENT**.

THE DEPARTMENT AGREES:

1. That in view of the foregoing covenants, its approval and supervision of any activities related to construction and maintenance projects and expenditures funded by Motor Fuel Tax and/or any other funds received from the State and administered under Motor Fuel Tax policies and procedures will not be required except as hereinabove specified;
2. That it will provide off-site material inspections and testing at sources normally visited by state inspectors. The **DEPARTMENT** may perform certain construction and material inspections as agreed to by the **DEPARTMENT'S** Deputy Director of Highways, Region One District One Office and the **COUNTY**. If **DEPARTMENT** personnel are not available to perform these material inspections, the **COUNTY** will be responsible for providing the required inspection and documentation.

IT IS MUTUALLY AGREED:

1. Executed joint agreements between the **COUNTY** and **DEPARTMENT** will be required for all State funded projects requiring a separate obligation;
2. That the provisions of this agreement shall not apply to any federally funded projects and/or state funded projects not administered under Motor Fuel Tax policies and procedures;
3. At the Department's discretion, it reserves the right to supersede this agreement and require full oversight for certain state funded programs;

4. That the Department reserves the right to request information on any Construction or Maintenance project for review and inspection;
5. The **DEPARTMENT** may make periodic inspections of the jobsite and project file documentation, if it deems necessary, to satisfy itself that the work is being done in compliance with the plans, specifications, and departmental procedures;
6. This agreement shall remain in full force and effect unless terminated by either party upon 30 days written notification, or when the undersigned county engineer terminates employment under such title/position with the **COUNTY**.

Executed by the **COUNTY** this _____ day of _____, 20_____.

DuPage County, State of Illinois,
acting by and through its County Board

William C. Eidson, PE
County Engineer

Deborah A. Conroy
Chair, DuPage County Board

By _____
County Engineer

By _____
Chair, DuPage County Board

Accepted:

By _____ Date: _____
District Local Roads Engineer

By _____ Date: _____
Regional Engineer

Executed by the **DEPARTMENT** this _____ day of _____, 20_____.

STATE OF ILLINOIS,
DEPARTMENT OF TRANSPORTATION

Engineer of Local Roads and Streets

ATTACHMENT A

Agreements of Understanding Document Submittal Requirements

February 1st of each year submits a listing of construction projects undertaken, a description of each project, the status of projects, the amount and type of funds expended and a map showing the locations of the various projects for the previous calendar year.

To supply the Department, for record purposes, documentation listed below within the time frame shown. If the County wishes to have a copy returned after being stamped by the Department, then add one more original to the required number of originals to be submitted and request one set of the documents be returned.

If a form is submitted electronically, it is to be submitted to the email address as directed by the applicable district.

General Maintenance Projects			
Title	BLR Form #	#Originals to Submit	Comments
Local Public Agency General Maintenance Estimate of Cost/Maintenance Expenditure Statement	BLR 14222	1	This form serves as a resolution for a Township/Road District. For Township/Road District cannot exceed the amount in the estimate without a supplemental/ revision.
Resolution for Maintenance Under the Illinois Highway Code	BLR 14220	1	If expenditures exceed resolution, a supplemental resolution must be submitted. This form only applies to County Projects.
Equipment Rental Schedule	BLR 12110	1	
Contractor's Bulletin Request for Advertisement	BLR 12310	1	When emailing this form, it should be submitted as directed by the applicable district.
All above documents must be received prior to advertisement. MFT funds will be authorized upon the County's request and based on IDOT's calculations of available funds. Authorizations will be based on these estimates including engineering.			
Acceptance of Proposal to Furnish Materials Approval of Award	BLR 12330	1	Submit within two weeks after the material proposal is executed.
Material Quotations	BLR 12250	1	Submit within two weeks of acceptance of bids.
Tabulation of Bids	BLR 12315	1	Submit with BLR 12330 and/or Contract Documents, whichever applies.
(Construction) Estimate of Cost	BLR 11510	1	Submit within two weeks after the contract is executed.
Contract and Contract Bond	BLR 12320 BLR 12321	1	Submit within two weeks after the contract is executed.
Local Public Agency General Maintenance Estimate of Cost/Maintenance Expenditure Statement	BLR 14222	1	Submit within three months after the end of the maintenance period. MFT will be balanced using this form.

Construction Projects			
Title	BLR Form #	# Originals to Submit	Comments
Preliminary Bridge Design & Hydraulic Report	BLR 10210	1	This can be submitted electronically.
Environmental Survey Request			Submittal is accomplished through PMA system.
Engineering Agreements	BLR 05530	1	
Resolution for Improvement under the Illinois Highway Code	BLR 09110	1	This form only applies to County projects.
Statement of Proposed Road Improvement	BLR 09120	1	This form serves as a resolution for a Township/Road District. For Township/Road District cannot exceed the amount in the estimate without a supplemental/ revision.
Plans for structural adequacy		1	Submit for structures funded with TBP and/or MFT funds. For structures funded with local funds this must be submitted for structures over 30'.
Plans and Specifications		1	Must be approved by the Department prior to advertisement when involving a State Highway. Documents can be electronically submitted.
Contractor's Bulletin Request for Advertisement	BLR 12310	1	When emailing this form, it should be submitted as directed by the applicable district.
All above documents must be received prior to advertisement. MFT funds will be authorized upon the County's request			
(Construction) Estimate of Cost	BLR 11510	1	Submit within two weeks after Contract is executed.
Contract Plans, Specifications, Contract, Contract Bond	Various BLR 12320 BLR 12321	1	Submit within two weeks after Contract is executed. Authorization of MFT funds will be based on the signed contract including engineering.
Tabulation of Bids	BLR 12315	1	Submit with BLR 12330 and/or Contract Documents, whichever applies. To be submitted within two weeks of execution of documents.
Acceptance of Proposal to Furnish Materials & Approval of Award	BLR 12330	1	Submit within two weeks after the material proposal is executed. Authorization will be based on the executed material proposal.
Request for Approval of Change in Plans	BLR 13210	1	If applicable, submit agreed unit price letter(s) and/or Force Account Bill(s).
Engineer's Pay Estimate	BLR 13230	1	Final pay estimate is to be submitted within 1 year of completion of work.
Commitment List		1	In accordance with Chapter 10 of the BLRS Manual,
Reimbursement Requests	BLR 5620	1	Submit the attachments as required by BLRS Manual Chapter 5-10. For TBP projects submit attachments with letter requesting funds.
Material Certification Letter		1	See Attachment B
Final Report for Expenditures.	BLR 13510	1	To be submitted within 1 year of final inspection.

ATTACHMENT B

**DU PAGE COUNTY AGREEMENT OF UNDERSTANDING
FOR MAINTENANCE AND CONSTRUCTION
MATERIAL CERTIFICATION LETTER**

Date: _____

Regional Engineer

RE: County DuPage

Section _____

Route _____

Contractor _____

Dear Sir/Madam:

This letter is to certify:

The results of the tests on acceptance samples indicate the materials incorporated in the construction work, and the construction operations controlled by sampling and testing were in close conformity with the approved plans and specifications.

The Method of Acceptance with the appropriate Evidence of Materials Inspection for the materials incorporated in the construction work have been retained in the project records and are available for the Department to review.

Exceptions to the plans and specifications are explained on the attached sheet.

-OR-

There are no Exceptions.

(Check the appropriate statement)

Sincerely,

William C. Eidson, PE
DuPage County Engineer



Transportation Resolution

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

File #: 23-3590

Agenda Date: 11/7/2023

Agenda #: 10.B.

DT-R-0079A-23

RESCISSION OF LOCAL PUBLIC AGENCY AGREEMENT
APPROVED PER DT-R-0079-23
AND APPROVAL OF REVISED LOCAL PUBLIC AGENCY AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
CH 9/LEMONT ROAD (83RD STREET TO 87TH STREET) AND
CH 31/87TH STREET (HAVEN DRIVE TO LEMONT ROAD)
SECTION 16-00232-00-CH
(ESTIMATED COUNTY COST \$1,747,782.00)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0079-23 on August 22, 2023, authorizing the County of DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation (hereinafter referred to as STATE) to enter into a Joint Funding Agreement for Construction Work for Federal Participation ("ORIGINAL AGREEMENT") for improvements to CH 9/Lemont Road (83rd Street to 87th Street) and CH 31/87th Street (Haven Drive to Lemont Road), Section 16-00232-00-CH (hereinafter referred to as IMPROVEMENT); and

WHEREAS, Resolution DT-R-0079-23 estimated construction cost for the IMPROVEMENT was \$6,900,000.00 and the estimated cost to the COUNTY was anticipated to be \$1,541,000.00 and the cost to the STATE was anticipated to be \$5,359,000.00; and

WHEREAS, subsequent to Resolution DT-R-0079-23 being approved by the COUNTY and the COUNTY signing the ORIGINAL AGREEMENT, but, prior to the STATE signing the ORIGINAL AGREEMENT, the estimated construction cost was reassessed, and the total estimated cost of construction is now estimated to be \$7,106,782.00 and the increased COUNTY share is \$1,747,782.00 with no change to the STATE's share; and

WHEREAS, the COUNTY revised the Joint Funding Agreement for Construction Work for Federal Participation, (hereinafter referred to as AGREEMENT) that is attached to this resolution to reflect the change in the total estimated construction cost and COUNTY share; and

WHEREAS, the DuPage County Board finds that it is in the best interests of the COUNTY to rescind the ORIGINAL AGREEMENT (essentially, a legal offer to the STATE) approved by the DuPage County Board per Resolution DT-R-0079-23 and to approve the revised AGREEMENT, and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the DuPage County Board rescinds Resolution DT-R-0079-23 and its offer in the ORIGINAL AGREEMENT between the COUNTY and the STATE and replaces it with this revised Joint Funding Agreement for Construction Work for Federal Participation attached hereto; and

BE IT FURTHER RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, the referenced AGREEMENT with the STATE; 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 motor fuel tax (bond) funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
DuPage County		DuPage	16-00232-00-CH
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAP	08-20-0026

Construction

State Job Number	Project Number
C-91-081-21	X6UK(066)

State-Let Construction
 Locally Let Construction
 Construction Engineering
 Utilities
 Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Lemont Rd	FAU 2612 (CH 9)	1.651 mi.	3.7	4.2
Location Termini				
83rd St to 87th St				
Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>		
DuPage County	N/A	<input type="button" value="Remove"/>		

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
87th St	FAU 3580 (CH 31)	0.5 mi	0.3	0.8
Location Termini				
Havens Dr to Lemont Rd				
Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>		
DuPage County	N/A	<input type="button" value="Remove"/>		

PROJECT DESCRIPTION

Intersection improvements and traffic signal modifications to both the 83rd Street and 87th Street intersections.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)
 Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its

application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature

Date

--	--

The above signature certifies the agency's TIN number is

366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Yangsu Kim, Chief Counsel

Date

--	--

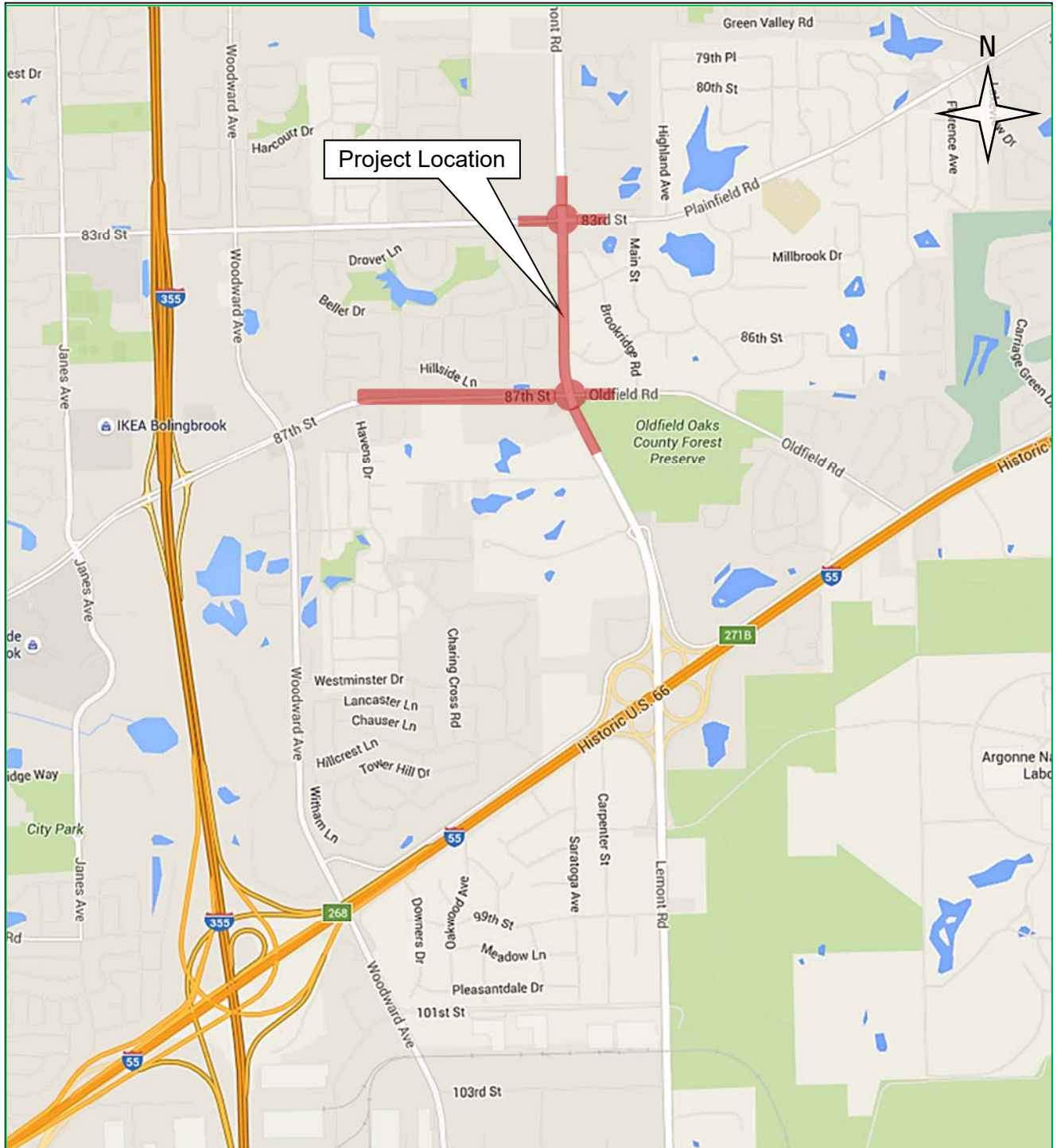
Vicki Wilson, Chief Fiscal Officer

Date

--	--

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.



ROADWAY FUNCTION CLASSIFICATION:

- Lemont Road – Minor Arterial
- 87th Street – Minor Arterial
- 83rd Street – Minor Arterial
- Oldfield Road – Minor Collector

DuPage County Division of
Transportation

Lemont Rd
87th Street to 83rd Street

PROJECT LOCATION MAP

Not to Scale Date: 10/9/2017



File #: DT-R-0090-23

Agenda Date: 11/7/2023

Agenda #: 11.A.

JOINT FUNDING AGREEMENT FOR PE/ROW
BETWEEN THE COUNTY OF DU PAGE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
EAST BRANCH DU PAGE RIVER TRAIL
FROM ILLINOIS PRAIRIE PATH TO ILLINOIS 56
SECTION NO. 23-00002-08-BT
(COUNTY TO BE REIMBURSED 80% UP TO \$1,200,000.00)

WHEREAS, the County of DuPage (hereinafter "COUNTY") and the Illinois Department of Transportation (hereinafter "STATE") in order to facilitate multi-modal access and to ensure the safety of all users, desire to construct the East Branch DuPage River Trail, from Illinois Prairie Path to Illinois 56 (hereinafter "IMPROVEMENT"); and

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

WHEREAS, the COUNTY will be the lead agency for preliminary engineering subject to reimbursement by the STATE; and

WHEREAS, a Joint Funding Agreement for PE/ROW for Federal Participation, (hereinafter "AGREEMENT") has been prepared and attached hereto, which outlines the financial participation of the parties related to the preliminary engineering costs for the IMPROVEMENT; and

WHEREAS, the estimated cost of the preliminary engineering for the IMPROVEMENT is \$1,500,000.00 and the estimated reimbursement to the COUNTY by the STATE is \$1,200,000.00; and

WHEREAS, through a separate agreement, sufficient funds have been appropriated to pay for preliminary engineering of the IMPROVEMENT; and

WHEREAS, said AGREEMENT must be executed before the COUNTY is eligible to be reimbursed by the STATE for incurred costs.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, the referenced AGREEMENT with the STATE; and

BE IT FURTHER RESOLVED, that six (6) original copies of the Resolution and AGREEMENT be sent to the STATE, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
DuPage County		DuPage	23-00002-08-BT
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
HIP-CDS	N/A	CMAQ	08-23-0014

Engineering		Right-of-Way	
State Job Number	Project Number	State Job Number	Project Number
P-91-047-23	RI01(338)		

Local Administered Engineering Right-of-Way Other

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
East Branch DuPage River Trail	N/A	N/A	From	To
			N/A	N/A

Location Termini
Illinois Prairie Pth to IL 56 (Butterfield Rd)

Current Jurisdiction	Existing Structure Number(s)	Add Location
DuPage County		Remove

PROJECT DESCRIPTION

(Phase I)-Construction of East Branch DuPage River Trail new multi-use path between Illinois Prairie Path and IL 56 (Butterfield Rd).

THE LPA AGREES:

- To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- To provide for the preliminary engineering work required to complete the proposed improvement.
- To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
- To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) in a manner satisfactory to the STATE and the FHWA.
- To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered work.
 - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor

receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The LPA must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The LPA must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the LPA will repay the STATE any Federal funds received under the terms of this Agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205.
7. **Federal Registration:** LPA's are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input type="checkbox"/>		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Deborah A. Conroy

Title of Official

Chair, DuPage County Board

Signature

Date

--	--

The above signature certifies the agency's TIN number is

366006551 conducting business as a Governmental Entity.

DUNS Number 135836026

UEI W7KRN7E54898

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

--	--

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

--	--

Yongsu Kim, Chief Counsel

Date

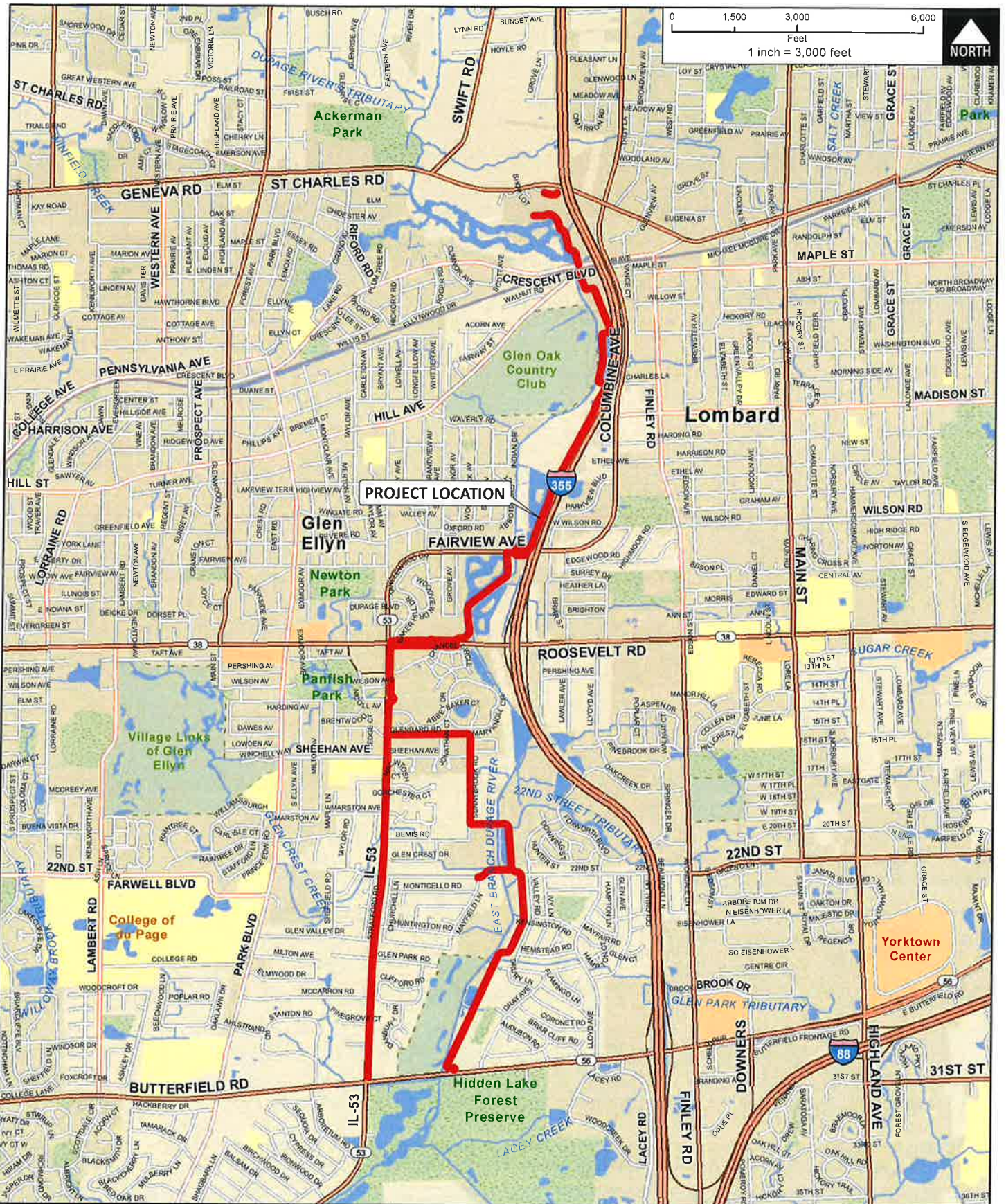
--	--

Vicki Wilson, Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



CLIENT:  **DUPAGE COUNTY DEPARTMENT OF TRANSPORTATION**

TITLE: **EAST BRANCH DUPAGE RIVER TRAIL PROJECT LOCATION MAP**

PROJ. NO. 190277
 DATE: 12/06/2021
 SHEET 1 OF 1
 DRAWING NO.

 **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
 9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1:36,000
DWN.	DRW.	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	12/6/2021
FILE:	Location Map 12062021		

EXH 1

Plan & Dupage County DOT1190277_000022.DWG:Exhibit-Location Map 12062021.mxd

ADDENDA NUMBER 2

Local Public Agency DuPage County	County DuPage	Section Number 23-00002-08-BT
---	-------------------------	---

Engineering	Job Number P-91-047-23	Project Number RI01(338)	Right-of-Way	Job Number	Project Number
--------------------	----------------------------------	------------------------------------	---------------------	-------------------	-----------------------

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Preliminary Engineering	CDS	\$1,200,000.00	*				Local	\$300,000.00	BAL	\$1,500,000.00
Total		\$1,200,000.00		Total			Total		\$300,000.00	\$1,500,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:
***MAXIMUM FHWA (CDS) PARTICIPATION 80% NTE \$1,200,000.00.**

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



File #: DT-R-0091-23

Agenda Date: 11/7/2023

Agenda #: 11.B.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF AURORA
FOR CENTRAL SIGNAL SYSTEM EXPANSION #3
INSTALLATION AND FUTURE MAINTENANCE RESPONSIBILITIES
AT VARIOUS LOCATIONS
SECTION 19-DCCSS-03-TL
(COUNTY TO BE REIMBURSED \$49,918.66)

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

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

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

WHEREAS, the COUNTY is preparing plans and specifications for the Central Signal System Expansion #3, known as COUNTY Section No. 19-DCCSS-03-TL (hereinafter referred to as “PROJECT”); and

WHEREAS, the MUNICIPALITY has requested that the COUNTY install upgraded equipment at MUNICIPALITY traffic signals and facilities, and connect to the existing COUNTY Central Signal System Network as part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached hereto that outlines the engineering, financial obligations, shared network use and maintenance responsibilities of the COUNTY and the MUNICIPALITY related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

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

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

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF AURORA
FOR CENTRAL SIGNAL SYSTEM EXPANSION 3
INSTALLATION AND FUTURE MAINTENANCE RESPONSIBILITIES
AT VARIOUS LOCATIONS
SECTION NO.: 19-DCCSS-03-TL**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Aurora, (hereinafter referred to as "MUNICIPALITY"), a home rule municipal corporation with offices at 44 East Downer Place, Aurora, Illinois. The COUNTY and the MUNICIPALITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY has received Congestion Mitigation Air Quality funding to expand its Central Signal System under COUNTY Section Number: 19-DCCSS-03-TL (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the MUNICIPALITY desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the MUNICIPALITY and the public; and

WHEREAS, the MUNICIPALITY has requested that the COUNTY install upgraded traffic signal equipment and Ethernet communications at two (2) Municipal traffic signals and connect the existing DuPage County and City of Aurora Transportation Management Center networks through a server-level connection in the Centracs software (hereinafter referred to as the "WORK") as a part of the PROJECT; and

WHEREAS, the COUNTY is willing to incorporate the WORK into the plans for the PROJECT; and

WHEREAS, the COUNTY and the MUNICIPALITY desire to establish the parties' mutual project cost, shared use of systems and maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*) and the MUNICIPALITY by virtue of its home rule power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

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

WHEREAS, the COUNTY and MUNICIPALITY are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

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

1.0 INCORPORATION

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

1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

2.1. The PROJECT includes, but is not limited to, modernization of traffic signal hardware and software to establish connections to Ethernet-based Central Traffic Management Systems, as well as support/prepare for future transit signal priority and connected vehicle technology, at the arterial and collector road network level. The PROJECT shall also include the WORK.

2.2. The WORK includes installation of an upgraded traffic signal controller, Layer II Ethernet switch, new fiber optic cable, and necessary peripherals at two (2) of the MUNICIPALITY 's traffic signals as required to establish a connection to the COUNTY's Central Signal System. The specific MUNICIPALITY traffic signals included in the PROJECT are located at Bilter Road and the I-88 westbound ramps and at Diehl Road and the I-88 eastbound ramps.

2.3. The WORK includes establishing a server-level connection between the existing COUNTY and MUNICIPALITY Centracs centralized signal management software, including all

necessary hardware, software, and integration. The server-level connection will allow the parties to view the operations of one another's traffic signals and video cameras located in or near the City of Aurora's municipal boundaries for purposes of facilitating efficient traffic flow and improving interoperability.

3.0 RESPONSIBILITIES - JOINT

- 3.1. The parties agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 3.2. The COUNTY and MUNICIPALITY agree that the scope of WORK is included in the contract documents for Section 19-DCCSS-03-TL and said contract documents are incorporated into this AGREEMENT by reference. Exhibit A is attached hereto and incorporated herein by reference outlining the estimated cost to the MUNICIPALITY for the WORK including construction engineering.
- 3.3. The COUNTY and MUNICIPALITY agree that the contract documents for the WORK were prepared in an effort to minimize the need to relocate MUNICIPALITY utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to have resulted from the information provided to the COUNTY from the MUNICIPALITY, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the MUNICIPALITY.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1. The COUNTY shall be responsible for all PROJECT costs except as noted hereinafter, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way and/or easement acquisition, if any, coordinating with the Illinois Department of Transportation for letting/awarding of construction contract, permit processing except as noted in paragraph 5.2 hereinafter, and utility coordination except as noted in paragraph 3.3 hereinabove, and construction engineering for the PROJECT.
- 4.2. Both the COUNTY and MUNICIPALITY agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the MUNICIPALITY regarding the progress of the WORK and any problems encountered or changes

recommended. No change order which affects the MUNICIPALITY's facilities, or MUNICIPALITY cost, except normal minor variations in quantities of pay items required to complete the WORK shall be authorized except with prior written approval by the MUNICIPALITY.

- 4.3. For the purposes of this agreement the "SIGNAL SYSTEM" shall include Central Traffic Management System software, as well as communications cables within COUNTY or MUNICIPALITY rights-of-way, Ethernet switches, communications hardware, and PTZ cameras, as well as peripheral equipment.

5.0 RESPONSIBILITIES OF THE MUNICIPALITY

- 5.1. The MUNICIPALITY hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the MUNICIPALITY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The MUNICIPALITY shall retain the right of ingress and egress over said areas so long as it does not interfere with the WORK. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 5.2. The MUNICIPALITY agrees, if necessary, to decide for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing MUNICIPALITY rights of way which are in conflict with the PROJECT at no expense to the COUNTY.
- 5.3. The MUNICIPALITY agrees to reimburse the COUNTY one hundred (100%) percent of the local share of the construction cost of the WORK.
- 5.4. The MUNICIPALITY agrees to reimburse the COUNTY an additional ten (10%) percent of the local share of the actual final construction cost of the WORK for construction engineering.
- 5.5. The MUNICIPALITY agrees to pay the COUNTY fifty (50%) percent of the estimate of MUNICIPALITY cost as attached hereto in Exhibit A upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK. Upon completion of the WORK and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the MUNICIPALITY agrees to reimburse the COUNTY for the balance of the MUNICIPALITY cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY.

6.0 MAINTENANCE AND SHARED ACCESS

6.1. Upon completion of the PROJECT:

- 6.1.1 Any new fiber optic cable and conduit that is installed in the COUNTY'S right-of-way shall be owned, operated and maintained by the COUNTY.
- 6.1.2 Any new fiber optic cable and conduit that is installed in the MUNICIPALITY'S right-of-way shall be owned, operated and maintained by the MUNICIPALITY.
- 6.1.3 The MUNICIPALITY shall grant the COUNTY access to its traffic signal field equipment or other facilities owned by the MUNICIPALITY for maintenance purposes with one (1) business day notice. MUNICIPALITY retains the right to require COUNTY personnel to be escorted by a representative of the MUNICIPALITY when accessing MUNICIPALITY facilities.
- 6.1.4 The COUNTY shall grant the MUNICIPALITY access to its traffic signal field equipment or other facilities owned by the COUNTY for maintenance purposes with one (1) business day notice. The COUNTY retains the right to require MUNICIPALITY personnel to be escorted by a representative of the COUNTY when accessing COUNTY facilities.
- 6.1.5 The MUNICIPALITY shall be given remote access to the COUNTY'S SIGNAL SYSTEM for the purpose of sharing data and video services.
- 6.1.6 The COUNTY shall be given remote access to the MUNICIPALITY'S SIGNAL SYSTEM for the purposes of sharing data and video services.
- 6.1.7 The COUNTY shall be responsible for specific equipment located on the MUNICIPALITY'S facilities. The MUNICIPALITY shall be responsible for specific equipment located on the COUNTY'S facilities. The specific equipment subject to this section are listed in Exhibit B. The parties agree that the equipment listed in Exhibit B may be revised by the designated representatives from time to time as necessary and mutually agreed upon without amendment of the AGREEMENT.
- 6.1.8 Each party shall continue to designate a representative to the other party who shall serve as the full time representative regarding the SIGNAL SYSTEM.

6.1.9 The COUNTY and the MUNICIPALITY agree that existing responsibility for energy and maintenance including phasing, timing and operations related to the individual traffic signals involved in the PROJECT will continue as they had prior to the PROJECT.

6.1.10 Upon completion of the PROJECT, the COUNTY shall continue to own, operate and maintain the COUNTY'S SIGNAL SYSTEM and shall provide and pay for all costs associated with the future routine maintenance of the COUNTY'S SIGNAL SYSTEM.

6.1.11 Upon completion of the PROJECT, MUNICIPALITY shall continue to own, operate and maintain the MUNICIPALITY'S SIGNAL SYSTEM and shall provide and pay for all costs associated with the future routine maintenance of the MUNICIPALITY'S SIGNAL SYSTEM.

7.0 INDEMNIFICATION

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

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

- 7.2. The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the MUNICIPALITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.
- 7.2.1. The MUNICIPALITY acknowledges that the MUNICIPALITY has made no representations, assurances or guaranties regarding the MUNICIPALITY's or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the MUNICIPALITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing MUNICIPALITY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.
- 7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4. Neither party waives, 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 other party, under the law.

7.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's and COUNTY's indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the MUNICIPALITY assumes its maintenance responsibilities as set forth in paragraph 6.1 hereof.

8.0 GENERAL

8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and improvements requested by the MUNICIPALITY as a part of the PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

8.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or MUNICIPALITY is provided for, said approval or review shall not be unreasonably delayed or withheld.

8.3. In the event of a dispute between the COUNTY and MUNICIPALITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the City Engineer of the MUNICIPALITY shall meet and resolve the issue.

8.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the WORK covered in this AGREEMENT. Representatives shall be readily available to the other party.

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

9.0 ENTIRE AGREEMENT

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

10.0 NOTICES

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

For MUNICIPALITY:

Ken Schroth
Director of Public Works/City Engineer
City of Aurora
44 E Downer Place
Aurora, IL 60507
Phone: 630.256.3200
Email: enggenmail@aurora-il.org

With a Copy to:

City of Aurora
ATTN: Law Department
44 E. Downer Place
Aurora, IL 60507
Phone: 630.256.3060
Email: lawDept@aurora.il.us

For COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Phone: 630.407.6900
Email: Christopher.snyder@dupageco.org

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing except for the provisions stated in paragraph 6.1.7 herein.

12.0 ASSIGNMENT

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

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

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

15.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE

CITY OF AURORA

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

~~Richard C. Irvin~~
Mayor *Pro Tem* *Michael B Saville*

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

Signature on File

Jennifer Stallings
City Clerk



EXHIBIT A
ESTIMATE OF MUNICIPALITY COST

Estimate of WORK construction costs: (MUNICIPALITY'S Local Share)	<u>\$45,380.60</u>
Estimate of construction engineering (10% of WORK) (MUNICIPALITY'S Local Share)	<u>\$ 4,538.06</u>
Total Estimate of MUNICIPALITY COST:	<u>\$49,918.66</u>

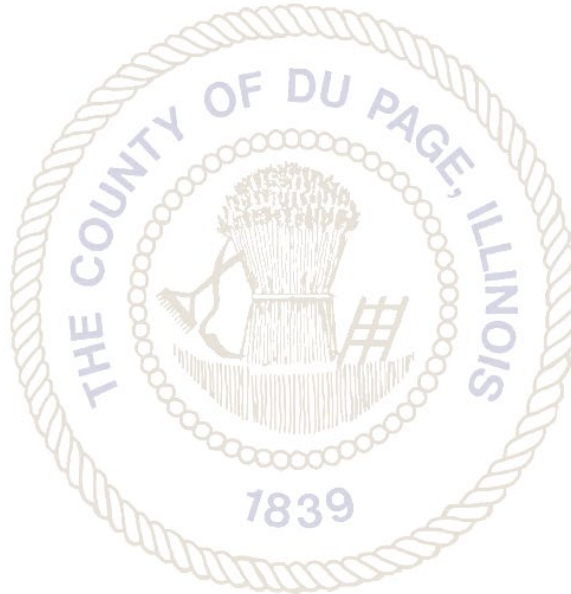
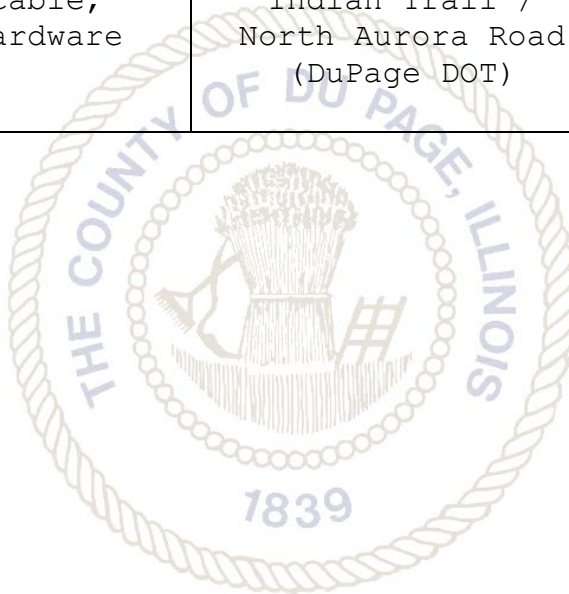


EXHIBIT B

(Equipment, location & maintenance responsibility to be added)

Equipment (Owner)	Location (Facility Owner)	Maintenance Responsibility
Firewall (DuPage DOT)	Aurora Municipal Building (Aurora)	DuPage DOT
Pan-tilt-zoom (PTZ) camera, Ethernet switch, communications cable, and peripheral hardware (Aurora)	Intersection of Eola Road & Indian Trail / North Aurora Road (DuPage DOT)	City of Aurora





CITY OF AURORA, ILLINOIS

RESOLUTION NO. R23-315
DATE OF PASSAGE October 24, 2023

A Resolution Authorizing the Mayor to execute an intergovernmental agreement, between the City of Aurora and The County of DuPage for central signal system expansion 3, Installation and Future maintenance responsibilities at various locations.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, The County of DuPage (County) has secured Congestion Mitigation Air Quality (CMAQ) funding to expand its central signal system under County section number 19-DCCSS-03-TL.

WHEREAS, the city has requested that County install upgraded traffic signal equipment and ethernet communications at two municipal traffic signals, at Bilter Road and the I-88 westbound ramps and Diehl Road and the I-88 eastbound ramps and connect the existing DuPage County and City of Aurora Transportation Management center networks through a server-level connection in the Centracs software.

WHEREAS, the county is willing to incorporate the work into the plan for the project that benefits residents of both parties and the general public.

WHEREAS, the city and county desire to establish the parties' mutual project cost, share use of systems and maintenance responsibilities with respect to the project as described in Exhibit A and B.

WHEREAS, the city will be responsible for 100% of the local share of the construction cost of the work in the approximate amount of \$ \$45,380.60 plus 10% of the local share of the actual final construction cost of the work for construction engineering in the approximate amount of \$4,538.06, bringing the total to \$49,918.66 as estimated in the IGA (Exhibit A).

RESOLUTION NO. R23-315
DATE OF PASSAGE October 24, 2023

WHEREAS, The following accounts will be utilized:

Repairs, Mtce, and Services Traffic Signals	101-4020-418-38-22
GC072 Intersection Video Monitoring	255-4020-418-77-03

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: the Mayor is authorized to execute an intergovernmental agreement between the City of Aurora and The County of DuPage for Central Signal System expansion 3, Installation and future maintenance responsibilities at various locations.

RESOLUTION NO. R23-315

LEGISTAR NO. 23-0678

PASSED AND APPROVED ON October 24, 2023

AYES 12 NAYS 0 NOT VOTING 0 ABSENT 0

ALDERMAN	Vote
Alderman Llamas, Ward 1	yes
Alderwoman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Tolliver, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderwoman Baid, Ward 10	yes
Alderman Laesch, At Large	yes
Alderman Woerman, At Large	yes

ATTEST:

Signature on File _____

City Clerk ✓

Signature on File

Mayor Pro-tem, Michael B. Saville



Transportation Resolution

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

File #: DT-R-0092-23

Agenda Date: 11/7/2023

Agenda #: 12.A.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND THE MORTON ARBORETUM
FOR THE ILLINOIS PRAIRIE PATH ENHANCEMENT PROJECT
(COUNTY TO BE REIMBURSED UP TO \$10,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as “COUNTY”) has secured funding from the Morton Arboretum (hereinafter referred to as the “ARBORETUM”), to remove invasive understory growth and replace them with native oak trees, along a section of the Illinois Prairie Path (hereinafter referred to as the “PROJECT”); and

WHEREAS, the PROJECT presents an opportunity to improve the health of oak ecosystems on the DuPage County regional trail network where mature White and Red Oaks are established; and

WHEREAS, the COUNTY has secured grant funding in the amount of \$10,000.00 from the ARBORETUM; and

WHEREAS an Agreement (hereinafter referred to as “AGREEMENT”) has been prepared and attached hereto, which outlines the financial participation of the parties related to the costs for the PROJECT and their participation in and maintenance of the PROJECT; and

WHEREAS, said AGREEMENT must be executed before eligible reimbursable costs for the PROJECT can be requested.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest the referenced AGREEMENT with the ARBORETUM; and

BE IT FURTHER RESOLVED that this Resolution and two (2) original copies of the AGREEMENT be sent to the ARBORETUM, by and through the DuPage County Division of Transportation.

Enacted and approved this 14th day of November, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

CONTRACTOR AGREEMENT

DuPage County (the “Contractor”) and The Morton Arboretum, a trust duly created and validly existing under the laws of the State of Illinois (the “Customer”) have executed this Contractor Agreement (the “Agreement”) as of the _____.

1. SCOPE OF WORK. The Contractor shall furnish all of the material and perform all the work as set forth on Exhibit A attached hereto (collectively, the “Services”). The Contractor shall perform the Services with the highest professional standards as practiced by members of the professional community and as expeditiously as is consistent with such professional skill and care. The Contractor shall maintain a sufficient staff to perform the Services in the most expeditious and economical manner consistent with the interests of the Customer. The Contractor shall promptly notify the Customer immediately in writing: (i) of any information required from the Customer so the Contractor can complete the Services in a timely manner; and (ii) of any work requested by the Customer that is not included in the scope of work provided in Exhibit A. Time is of the essence under this Agreement.

2. TIME FOR COMPLETION. The Services shall be commenced no later than December 2, 2023 and shall be completed no later than June 30, 2024.

3. PAYMENT TO CONTRACTOR.

- a. The Customer shall pay the Contractor for the Services properly performed under this Agreement. The Services shall be billed as set forth in Exhibit B and in no event shall the total amount due to the Contractor under this Agreement exceed the total contract sum set forth in Exhibit B, without the Customer’s prior written approval. The statements will be based upon the Contractor’s services completed at the time of billing on the basis of actual work performed. The Customer shall make payments to the Contractor thirty (30) days after receipt of the Contractor’s statements properly submitted provided the Contractor is not in default hereunder and otherwise in compliance with its obligations. Statements shall detail “Previous Amount Billed,” and “Balance of Contract Outstanding.”
- b. In the event of termination by the Customer as hereinafter provided, the Contractor shall be paid for services properly rendered prior to termination.
- c. The Contractor shall secure, at its own cost, any building permit and the Contractor shall secure at its own cost other such permits, inspections, licenses, and approvals as may be required under all applicable building codes, ordinances, laws or regulations for the Work.
- d. No payment to the Contractor, nor any acceptance, occupation, or utilization of the Services or any part thereof by the Customer shall relieve the Contractor of liability for defective materials, or for failure complete the Services as required herein.

4. COMPLIANCE WITH LAWS AND TAXES. The Contractor shall comply fully with all applicable federal, state and local laws, codes and regulations applicable to the Services. The Contractor shall pay employment and payroll taxes and contributions now or hereafter with respect to all persons employed by the Contractor.

5. LABOR AND MATERIALS. The Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, and do all other things necessary for the proper performance in completion of the Services (including paying for any services or work subcontracted out by Contractor to subcontractors). Any material delivered in connection with the Services shall become the property of the Customer and shall not be removed without the consent of the Customer. To the extent not the property of Owner pursuant to the foregoing, the Contractor shall remove all debris, equipment and materials from the location where the Services are being provided and leave such area in a clean condition.

6. COMPLIANCE WITH THE CUSTOMER'S RULES AND REGULATIONS. The Contractor and all of its agents, employees or others acting by, through or under the Contractor at the property of the Customer shall be subject to the same rules and regulations and standards required of the Customer's employees and otherwise subject to rules and regulations imposed by the Customer from time to time on third party vendors and contractors. Attached hereto as Exhibit C are Customer's current rules and regulation, which rules and regulations may be updated from time to time by Customer upon written notice to Contractor. To the extent the Contractor or agents, employees or others acting by, through or under the Contractor does not comply with the foregoing, the Customer reserves the right to remove such party from the Customer's property without liability to the Contractor.

7. REPRESENTATIONS OF THE CONTRACTOR. The Contractor represents and warrants that all materials used in connection with the Services shall be new or repaired as indicated and all workmanship and materials used in the Services shall be of good quality, free from faults and defects and in conformity with the requirements herein.

8. INDEMNIFICATION AND INSURANCE.

- a. The Contractor hereby agrees to indemnify and hold the Customer, its trustees, officers, agents, employees, and any other parties designated by the Customer (the Customer, its trustees, officers, agents, employees any other parties designated by the Customer hereinafter collectively called the "Indemnities") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnities may incur arising out of, or occurring in connection with, the acts or omissions by the Contractor of its duties and obligations under or pursuant to this Agreement.
- b. The Contractor shall procure, at no expense to the Customer, the insurance coverages set forth in Exhibit D attached hereto and made a part hereof.

9. TERMINATION. The Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to the Contractor. In the event this Agreement is terminated pursuant to this paragraph, the Contractor shall be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Customer. The Customer shall have no liability to Contractor beyond the date of termination.

10. LIENS. Upon the Customer's request, the Contractor and all of its subcontractors (as well as any suppliers which have the right to file a lien against Customer's property) shall submit mechanics' lien waivers in form acceptable to the Customer with each statement for services rendered.

11. DOCUMENTS. All documents, drawings and surveys (including those in electronic form) prepared by the Contractor pursuant to this Agreement are the property of the Customer. It is expressly understood and agreed that the Customer shall have the right to utilize such documents, drawings and surveys in the event the Customer expands the scope of Services, corrects any deficiencies, or makes any repairs or renovations to the work completed by the Contractor.

12. CHANGES IN SCOPE OF WORK. The Customer may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions, but no such work shall be performed unless and until such change is in writing and signed by the Customer and agreed to in writing by the Contractor.

13. NOTICES. All notices, requests, reports and other communications pursuant to this Agreement shall be in writing, either by letter (delivered by hand or nationally recognized overnight courier service or commercial messenger service or sent by registered or certified mail, return receipt requested), addressed as follows:

a. If to the Customer:

THE MORTON ARBORETUM
4100 IL Route 53
Lisle, Illinois 60532-1293
Attention: Lydia Scott
lscott@mortonarb.org

b. If to the Contractor:

DuPage County Division of Transportation
421 N County Farm Rd, Rm 2-300
Wheaton, IL 60187

Attention: Sidney Kenyon

Contact information:

Office phone: 630-407-6897

Mobile phone: 630-386-7219

Email: sidney.kenyon@dupagecounty.gov

Any notice, request, demand or other communication hereunder shall be deemed to have been given on: (x) the day on which it is delivered by receipted hand or such commercial messenger service or nationally recognized overnight courier service to such party at its address specified above, or (y) on the third business day after the day deposited in the mail, postage prepaid, if sent by mail. Any party hereto may change the person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

14. ATTORNEYS' FEES. In any action at law or in equity to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys' fees incurred therein.

15. SUCCESSORS AND ASSIGNS. The Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Customer, which consent may be withheld in the Customer's sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

17. ENTIRE AGREEMENT; CONFLICT. This Agreement represents the entire agreement between the Contractor and the Customer and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by the Customer and the Contractor. In the event of a conflict between this Agreement and a proposal from Contractor, this Agreement shall control.

18. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

19. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted

in accordance with, the internal laws of the state of Illinois.

20. WAIVER OF TRIAL BY JURY. The customer and the contractor mutually hereby Knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any claim based hereon, arising out of, under or in connection with this agreement.

21. LIABILITY OF BOARD OF TRUSTEES. The Contractor agrees that no member of the Board of Trustees and no officer, agent or employee of the Customer shall be personally or individually liable on any representation, warranty, covenant, undertaking or agreement herein contained or in any instrument, notice, attestation, certificate or other document issued hereunder or in connection herewith, any such liability being hereby waived and released.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year as above written.

THE CUSTOMER:

THE MORTON ARBORETUM

By: _____

Print Name: _____

Title: _____

THE CONTRACTOR:

By: _____

Print Name: Deborah A. Conroy

Title: Chair, DuPage County Board

Exhibit A

Scope of Work Includes the Request for Proposal, Proposal, and Summary Table.

Illinois Prairie Path Enhancement Project
DuPage County

**2023 Oak Ecosystem Conservation
Community Projects
Application**

General Instructions

- This RFP is meant to be a simple straightforward RFP.
- Responses to questions should be concise and to the point. Lengthy narrative is not necessary.
- Grant contact: Lydia Scott at lscott@mortonarb.org or 630-719-2425.
- Please do use an 11 or 12 pt. font.
- Please complete each page of this application.
- Submit your application electronically. No hard copies will be accepted unless you contact Lydia Scott at lscott@mortonarb.org or 630-719-2425 to make specific arrangements.
- **Applications are due August 15, 2023, - no later than 5:00 p.m.**

Applicant Background Information

Organization Name	DuPage County		
Applicant Contact Information			
Name	Sidney Kenyon	Title	Sr. Transportation Planner
Mailing Address	421 N County Farm Rd, Rm 2-300, Wheaton IL 60187		
Email	sidney.kenyon@dupageco.org	Phone Number	630-407-6897
Project Supervisor (if different)		Title	
Email		Phone Number	
Additional information (as needed):			

Project Description (max. 300 words)

A concise straightforward project is described and is in alignment with the RFP goals.

Please see attachment

Exhibit A

Project Description

The Illinois Prairie Path Enhancement Project consists of a two-stage invasive species eradication and replanting project along the IPP in the West Chicago area. In partnership with the Illinois Prairie Path Not-for-Profit (aka IPPc), the County will address a targeted area to remove entrenched invasive understory growth that has impeded seeding and growth of native oak species and oak habitat. The County would lead the first stage, which would be an invasive species removal effort taking place in the Fall/Winter of 2023. The second stage, led by IPPc members, would be a replanting effort in Spring 2024 focused on native oak trees. County would collaborate with partners to produce educational content to promote via social media platforms. County would amplify educational messages from established institutions such as Morton Arboretum and the Forest Preserve District of DuPage County to share information about removing buckthorn and bolstering oak ecosystems.

DuPage County will hire an expert team of ecosystem restoration technicians to implement Stage 1. Technicians are expected to remove the primary targets of buckthorn and honeysuckle from the east and west sides of the Prairie Path during the first stage. Invasive targets other than the primaries will also be eradicated. Within 24-48 hours following the completion of the removal effort, technicians will paint the cut stumps with an herbicide such as Triclopyr 4 or similar to reduce resprouts.

Stage 2 will involve the volunteer activities, led by IPPc. IPPc volunteers will plant oak trees in an ecologically sound manner to replace the removed invasive species. Siting for new trees will take into consideration distance from mature trees, power lines, and growing conditions. Trees will be selected from the following list: Bur oak, Red oak, and White oak. Following the planting event, technicians will continue to assist DuPage County annually with maintenance of the plantings at the planting event location.

EXHIBIT A

Work Plan and Timeline (Max. 1,000 words)

Please provide a concise summary of how the work will take place. You may group activities by month or by quarter, as appropriate. You are welcome to create a numbered or bulleted list, or use the one below as a template. Include the following, as applicable.

- Implementation – which steps are needed to successfully complete the project
 - Who from your organization, or contracted, will be involved
 - What needs to be accomplished
 - When and how this work will take place
- Finalizing the project & beyond
 - Final report / invoicing
 - Who, what, when, and how the project will be maintained in the future

Please see attachment

Exhibit A

Work Plan and Timeline

Implementation Key Needs:

- Landowner: DuPage County, through its Division of Transportation
 - Partners: Stormwater Management, Facilities Management, Illinois Prairie Path Not-for-Profit
- Project location: Illinois Prairie Path Elgin Branch, west of Diversey Parkway and Wiant Rd
 - Target area: 2 acres
 - Length of path in area: about 720 feet
- Proposed tree species:
 - White oak
 - Bur oak
 - Red oak
- Tree specs:
 - Container grown, preferably 10-15 gallon tree bags
 - Tree diameter approximately 1 inch caliper or less
- Invoicing and billing responsibility: DuPage County
 - Sidney Kenyon, Senior Transportation Planner: primary contact

Timeline:

Fall 2023

- Hire environmental technicians
 - Final site assessment
 - Submit scope of work
 - Identify key considerations of the project—both stages 1 and 2
- Schedule removal event
 - Target removal date: before March 1, 2024
- Conduct removal
 - Cut existing woody vegetation down to stump
 - Apply herbicide to stumps
 - Restoration with native woodland seed where needed

Winter 2023-24

- Coordinate with Prairie Path Not-for-Profit
 - Publicize volunteer opportunity
 - Gather volunteers for the Spring planting event
- Publicize efforts
 - Schedule pictures, press releases, and/or social media blasts coinciding with Spring planting event
 - Determine means of publicizing to general public
- Schedule Spring event
 - Target planting date: after April 1, 2024, by May 31st, 2024
- Order trees

Spring 2024

- Coordinate delivery of supplies and trees to site
- Conduct Spring planting event
- Publicize planting completion
 - Process and post film onto agency websites
 - Publicize among County partners
- Spot treat woody resprouts by June 2024
- Close out project by June 30, 2024

Completion

Future Management 2024-26

- Maintenance: DuPage County
 - County will continue to contract with ENCAP to water and monitor trees through duration of tree establishment period

EXHIBIT A

Project Goals (max. 750 words)

Explain how your proposal will benefit the following:

1. Improve the health of oak ecosystems, e.g. reduce invasive species, expanded native species, etc.
2. Educate the public as to the impacts and management of invasive species.
3. Engages the public in a volunteer and/or training opportunity.
4. Describe your organization's commitment to the project.

Please see attachment

Exhibit A

Project Goals

The Illinois Prairie Path Enhancement Project presents an opportunity to improve the health of oak ecosystems on the DuPage County regional trail network. Mature White and Red oaks are established in the proposed project area. Removal of monocultured invasive species such as buckthorn and honeysuckle would reduce competition for oak seedlings, thereby allowing the oak ecosystem to expand and thrive. It is widely known among ecologists that invasive species like buckthorn exert a chemical impact on soils that can discourage other species from growing and maturing nearby. Invasive species that develop into a monoculture can also choke out native species. Removal of buckthorn would represent an improvement to soils, the ecosystem, the viability of oak and other tree species, and improve the general ecology of the ecosystem.

The replanting effort the following Spring will leverage a longstanding relationship with a well-established group of passionate volunteers. In fact, without the founders of the Illinois Prairie Path Not-for-Profit there would be no Prairie Path, as they coordinated the construction and maintenance of the original rail-trail when it was established in the 1960s. Since then, DuPage County has taken on an expanded role as a maintainer and landowner, but IPPc's volunteers continue to find ways to involve their extensive network in the beautification and enhancement of the Prairie Path. IPPc's volunteers are eager to participate in events that benefit the trail ecosystem, including plantings and/or invasive species removals. The planting effort will be another partnership in a long history of collaboration between the County and IPPc to improve the trail user experience.

This opportunity for invasive species removal and tree planting represents the beginning of a new direction for DuPage County's Division of Transportation (DuDOT). Currently, DuDOT is in the process of developing a new plan for maintenance, operation, and enhancement of the DuDOT-operated regional trail network. The DuPage Trails Plan will recommend that DOT staff take on a leadership role in stewarding the development and management of the trail ecosystem through an adaptive management approach. DuDOT is committed to not only the eradication of invasive species but also partnering with other organizations to replace removed invasives with native species. In addition, DuDOT is further committed to developing departmental expertise while leveraging established experts to ensure that invasive species removal is carried out effectively. DuPage County employees who are certified arborists will be involved in key decisions that will positively affect the outcome of removals and plantings. Staff will collaborate with the proper experts to ensure guidelines are followed and planted trees will thrive.

Partnering with IPPc will support the distribution of traditional media, social media, and other materials that celebrate proposed invasive species removal and replanting efforts. Countywide, residents and visitors are generally concerned about the health of native ecosystems and have inquired with the County and IPPc board members about ways they can either learn more or participate in invasive species removal efforts. By leveraging the County and IPPc together, we can produce content that would indicate the importance of invasive species removal and the positive impact that it would have on the trail network. Further, distribution of that content to a wide audience could generate additional interest in volunteerism and trail advocacy to continue to support the health of the DuPage County trail network into the foreseeable future.

Budget Worksheet

Please see attachment

Item	Unit Cost	Total Cost
Personnel / Staff Labor Costs		
Fringe Benefits		
<i>Sub Total</i>		
Contracted services		
<i>Sub Total</i>		
Materials (Include any trees, shrubs, soil, mulch, etc. List items by unit cost.)		
<i>Sub Total</i>		
Other (Please identify/explain the expense.)		
<i>Sub Total</i>		
Grand Total		

EXHIBIT A

Attachment: Proposed Budget

Estimated Budget	
Contracted Services (establishment)	\$7,970
Materials	
Trees	\$1,000
Mulch	\$100
Gatorbags	\$150
Total Materials	\$1,250
Total Materials plus Contracted Services	\$9,220

TOTAL PROJECT COST for grant requirements (quantities set to 2 acre site with 10 trees)

Task	Cost	Unit	Quantity	Total
Installation	\$7,950	Year	1	\$7,950
Establishment through June, 2024	\$1,270	Year	1	\$1,270
TOTAL GRANT				\$9,220

Budget Narrative (Do not exceed one page)

Simply explain and justify the items in your budget.

Please see attachment

Exhibit A

Budget Narrative

The proposed project scope involves contracted services through the County's on-call environmental contractor. The scope of work assumes that the contractor would perform invasive species removal for an area of 2 acres. Unit costs for clearing are scaled to a per-acre cost. Included in the costs are mulch and bags for the trees. Scope of work includes replanting of 10 trees in the 2-acre plot.

Contracted services make up the majority of the proposed budget, totaling \$7,950. Approximately \$6,700 are spent on selective clearing, at the cost of \$3,350 per acre. The total materials cost is estimated to be approximately \$1,250. Two yards of mulch would be needed for ten trees, which is expected to cost approximately \$50 per yard. At a cost of \$15 per bag, 10 total bags for trees are estimated to cost \$150. The total cost of the project is estimated to be \$9,200.

Volunteer services will be no cost to the County or its partners. Volunteers would be expected to provide their own hand tools including but not limited to shovels, spades, pruning shears, loppers, and other necessary equipment to successfully plant trees and cover them with mulch and topsoil. Volunteers will also be expected to provide their own personal protective equipment, including but not limited to gloves, glasses, proper footwear, and any other desired protective gear.

Exhibit A

Tree and Shrub Maintenance Agreement

This Tree and Shrub Maintenance Agreement between The Morton Arboretum (Arboretum) and DuPage County (Partner) certifies that the Partner will provide customary and reasonable tree and shrub care and maintenance at least three years post planting.

The Partner is responsible for mulching and watering the trees and shrubs appropriately for three years to enable trees and shrubs become fully established and thrive. Following are the Partner's responsibilities:

1. During the growing season approximately 10-15 gallons of water or 1" of water should be applied once weekly to the root ball of newly planted trees and shrubs unless adequate soil moisture is present.
2. A 3" – 4" layer of organic, wood chip mulch will be maintained in a circular area around the base of the trees or shrubs that is at least 3 feet in diameter, taking care that the mulch does not touch the trunk of the trees or shrubs.
3. All tags, rope, and wire will be removed.
4. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees.
5. If trees are staked, stakes will only be used in windy locations and will be removed after one year.
6. All trees and shrubs will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.

I certify that, according to the above, I will comply with these requirements.

TREE PARTNER/RECIPIENT NAME DUPAGE COUNTY

PLEASE PRINT NAME SIDNEY KENYON DATE 8/15/2023

If you would like tree care tips or tree related information please provide your email below:

Attachment: Project Area

Total Area: 2 Acres



Exhibit B

Payment of Fees Schedule

Payment shall be provided as requested by DuPage County, on completion of all grant requirements.

Total contract amount under this agreement may not exceed \$10,000.

Exhibit C

Rules and Regulations

- Smoke and Tobacco Use: Smoke and tobacco use is allowed in specifically designated areas. If not designated, smoking and tobacco use is prohibited on the grounds.
- Alcohol and Drug Free Workplace: The use of alcohol and illegal drugs is expressly forbidden on Arboretum property.
- Mutual Respect: Requires an environment free of bullying and harassment.
- Ethics: Ethical conduct is expected at all times.
- Safe and Peaceful Workplace: The Arboretum has zero tolerance for violence in the workplace and strictly prohibits weapons on Arboretum property.

Exhibit D

Required Insurance Coverages

DuPage County is self-insured and does not purchase insurance on a case-by-case basis. DuPage County shall require that DuPage County sub-contractors and consultants who enter onto Customer property pursuant to this Agreement shall purchase and maintain insurance coverage which will satisfactorily insure DuPage County and, where appropriate, the Customer against claims and liabilities which may arise out of the use of the Agreement areas. Such insurance shall be issued by companies licensed to do business in the State of Illinois. The insurance coverage shall be maintained in force until DuPage County has accepted the completed work within the Agreement areas.

DuPage County sub-contractor(s) are required to provide the following coverage:

- (A) Workers' compensation insurance in statutory amounts.
- (B) Employer's Liability Insurance in an amount not less than \$1,000,000.00 each accident/injury and one million dollars \$1,000,000.00 each employee/disease.
- (C) Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than \$3,000,000.00 aggregate; including limits of not less than \$2,000,000.00 per occurrence, and \$1,000,000.00 excess liability.
- (D) Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least \$1,000,000.00 for any one person and \$1,000,000.00 for any one occurrence of death, bodily injury or property damage in the aggregate annually.
- (E) Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least \$1,000,000.00 per incident / \$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 sub-contractor(s) shall provide DuPage 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.
- (F) The coverage limits required under paragraphs C and D above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the sub-contractor(s) shall be provided by an insurance company acceptable to DuPage County, and except for the insurance required in paragraph 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 DuPage 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 DuPage County.