



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, August 1, 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 thanked the Division of Transportation Maintenance crew who traveled to Macomb, Illinois, by request of the Illinois Public Works Mutual Aid Network (IPWMAN), to assist with the clean-up of recent weather-related events.

Director Snyder gave a brief overview of the request from IPWMAN and also thanked the Highway Maintenance Supervisor and his crew for their efforts.

In response to a question from Member Zay, Director Snyder advised the Committee that the employees that traveled to and stayed in Macomb were compensated 16 hours of overtime each day, reimbursable to the County, through IPWMAN.

4. EMPLOYEE RETIREMENT

Chair Ozog announced the retirement of Tom Hardy after 33 years with the Division of Transportation.

Director Snyder provided an overview of Tom's career and thanked him for his service.

5. PUBLIC COMMENT

No public comments were offered.

6. APPROVAL OF MINUTES

6.A. [23-2466](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday July 11, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7. BUDGET TRANSFERS7.A. [23-2501](#)

Budget Transfer of \$10,000 from Construction Engineering Services 1500-3500-54040 to Repair & Maintenance Other Equipment 1500-3500-53370, funds needed to repair traffic counting equipment.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8. PROCUREMENT REQUISITIONS8.A. [23-2489](#)

Recommendation for the approval of a contract to Wholesale Direct, Inc., to furnish and deliver automotive emergency lighting, as needed for the Division of Transportation, for the period May 11, 2023 through April 30, 2024, for a contract total not to exceed \$18,000; per low quote # 23-040-DOT-RE.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.B. [23-2304](#)

Recommendation for approval of a contract purchase order to John Thomas Company, to furnish and deliver (12) portable Traffic Analyzer NC350 counters, as needed for the Division of Transportation, for a contract not to exceed \$18,336, per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source:compatible with current software).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

8.C. [DT-P-0089-23](#)

Recommendation for the approval of a contract to V3 Companies, Ltd., for Professional Construction Engineering Services for improvements along CH 4/Bloomington Road bridge over Chicago Central & Pacific Railroad, Section 22-00184-12-BR, for the period of August 8, 2023 to November 30, 2025, for a contract total not to exceed \$641,743.81; professional services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

9. CHANGE ORDERS

9.A. [23-2292](#)

Compass Materials- Decrease and Close PO # 5211-1-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

9.B. [23-2499](#)

72 Hour LLC d/b/a Chevrolet of Watsonville, NAFG- Decrease and Close PO # 5998-1-SERV.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10. TRAVEL REQUESTS

10.A. [23-2469](#)

Highway Maintenance Supervisor to travel to Bloomington, Illinois from October 24, 2023 through October 25, 2023 to attend the annual Illinois Public Works Mutual Aid Network Conference. Expenses to include lodging, for an estimated County cost of \$85.

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

10.B. [23-2470](#)

Manger of Highway Operations to travel to Bloomington, Illinois from October 24, 2023 through October 25, 2023 to attend the annual Illinois Public Works Mutual Aid Network Conference. Expenses to include lodging, for an estimated County cost of \$85.

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

MOTION TO COMBINE ITEMS 10.C. THROUGH 10.I.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10.C. [23-2471](#)

Heavy Equipment Crew Leader to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events. Expenses will be reimbursed to the County.

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

10.D. [23-2473](#)

Highway Maintenance Supervisor to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

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

10.E. [23-2474](#)

Equipment Operator 1 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

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

10.F. [23-2475](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

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

10.G. [23-2476](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

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

10.H. [23-2477](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

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

10.I. [23-2478](#)

Equipment Operator 2 to travel to Macomb, IL from July 17, 2023 through July 21, 2023, by request from the Illinois Public Works Mutual Aid Network (IPMAN) to assist with the clean-up as a result of recent weather-related events.

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

11. **PRESENTATION**11.A. [23-2587](#)

DOT FY2024 Budget Presentation.

Director Snyder presented the Division of Transportation's FY2024 recommended budget which highlighted projected revenues, expenses, new projects, as well as vehicle and equipment replacements. Committee members discussed possible RTA Tax allocation to DOT, registration fees for electric vehicles as an FY2024 legislative item, LED and street lights, and portable weight scales.

12. **OLD BUSINESS**

Director Snyder requested the Committee's guidance on the procurement of two (2) FY 2024 dump trucks, to secure the build slot now, for delivery in FY2024. The Committee directed the Division of Transportation to proceed with requisitioning of these two (2) trucks now, which will be brought forward to the Committee at a future date for approval.

13. **NEW BUSINESS**

No new business was discussed.

14. **ADJOURNMENT**

With no further business, the meeting was adjourned at 10:47 AM.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin



Minutes

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

File #: 23-2466

Agenda Date: 8/1/2023

Agenda #: 6.A.



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, July 11, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:04 AM.

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog introduced the Division of Transportation's new Chief Highway Engineer, Yifang Lu. Director Snyder gave the Committee some background on Yifang's work history and what her position will entail.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-2206](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday June 20, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. PROCUREMENT REQUISITIONS

MOTION TO COMBINE ITEMS 6.A. THROUGH 6.N.

Chair Ozog moved and Member Chaplin seconded a motion to combine Items 6.A. through 6.N. The motion was approved on a roll call vote, all "ayes", motion carried.

6.A. [23-2287](#)

Recommendation for the approval of a contract purchase order to Southwind Industries, Inc., d/b/a Bluff City Materials, Inc., for disposal of clean construction demolition debris in the north region, as needed for the Division of Transportation, for the period July 12, 2023 through March 31, 2024, for a contract total not to exceed \$15,000; per low bid award 23-047-DOT.

RESULT:	APPROVED
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MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [23-2288](#)

Recommendation for the approval of a contract purchase order to Henderson Products, Inc., to furnish and deliver Henderson OEM repair and replacement parts, as needed for the Division of Transportation, for the period July 11, 2023 through May 31, 2024, for a contract total not to exceed \$20,000; Per 55 ILCS 5/5-1022(c), not suitable for competitive bids. (Direct replacement of compatible equipment parts).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.C. [23-2289](#)

Recommendation for approval of a contract purchase order to Street Logic Pro, Inc. d/b/a Spack Solutions, to furnish and deliver traffic counting video cameras, as needed for the Division of Transportation, for a contract not to exceed \$20,529.91, per 55 ILCS 5/5-1022(c) not suitable to competitive bids (Sole Source provider).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.D. [23-2290](#)

Recommendation for the approval of a contract purchase order to MDSolutions, to furnish and deliver sign post reflectors and linear delineation panels, as needed for the Division of Transportation, for the period July 12, 2023 through July 11, 2024, for a contract total not to exceed \$21,500; per lowest responsible bid 23-058-DOT.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.E. [23-2291](#)

Recommendation for the approval of a contract purchase order to Advance Auto Parts & Supplies, to furnish and deliver automotive parts and supplies on an as-needed basis, for the Transportation Department, for the period of July 12, 2023 through June 30, 2024, for a contract not to exceed \$29,900; pursuant to the Intergovernmental Cooperative Act (DPC2-352) (OMNIA Contract # 2017000280).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.F. [DT-P-0080-23](#)

Recommendation for the approval of a contract to Lightle Enterprises of Ohio, LLC, to furnish and deliver roll-up signs, as needed for the Division of Transportation, for the period July 19, 2023 through July 18, 2024, for a contract total not to exceed \$40,020; per lowest responsible bid 23-058-DOT.

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

6.G. [DT-P-0081-23](#)

Recommendation for the approval of a contract to Mandel Metals, Inc., d/b/a US Standard Sign Company, to furnish and deliver aluminum sign blanks, as needed for the Division of Transportation, for the period July 19, 2023 through July 18, 2024, for a contract total not to exceed \$49,667.88; per lowest responsible bid award 23-058-DOT.

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

6.H. [DT-P-0082-23](#)

Recommendation for the approval of a contract to Superior Asphalt Materials, LLC, to furnish and deliver Bituminous paving materials and UPM Bituminous Cold Patch, as needed, for the Division of Transportation, for the period August 1, 2023 through March 31, 2024, for a contract total not to exceed \$61,400; per lowest responsible bid 23-023-DOT.

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

6.I. [DT-P-0083-23](#)

Recommendation for the approval of a contract to Lightle Enterprises of Ohio, LLC, to furnish and deliver sign faces, as needed for the Division of Transportation, for the period July 19, 2023 through July 18, 2024, for a contract total not to exceed \$65,107.67; per

lowest responsible bid 23-058-DOT.

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

6.J. [DT-P-0084-23](#)

Recommendation for the approval of a contract to MDSolutions, to furnish and deliver sign posts and materials, as needed for the Division of Transportation, for the period July 19, 2023 through July 18, 2024, for a contract total not to exceed \$75,461.20; per lowest responsible bid 23-058-DOT.

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

6.K. [DT-P-0085-23](#)

Recommendation for the approval of a contract to Lightle Enterprises of Ohio, LLC, to furnish and deliver reflective sheeting rolled goods, as needed for the Division of Transportation, for the period July 19, 2023 through July 18, 2024, for a contract total not to exceed \$90,000; per lowest responsible bid 23-058-DOT.

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

6.L. [DT-P-0086-23](#)

Recommendation for the approval of a contract to Robinson Engineering, Ltd., for Professional (Phase II) Design Engineering Services for the replacement of the Du Page County Fuel Facility, Section 23-00179-35-MG, for the period July 18, 2023 to November 30, 2025, for a contract total not to exceed \$170,874.63; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification- based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

6.M. [DT-P-0087-23](#)

Recommendation for the approval of a contract to CIT Trucks, LLC., to furnish and deliver one (1) Semi Tractor, for the Division of Transportation, for a contract total not to exceed \$177,526.41; per Sourcewell contract #060920-KTC.

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

6.N. [DT-P-0088-23](#)

Recommendation for the approval of a contract to Rush Truck Centers of Illinois, Inc., for the purchase of eight (8) plow trucks with snow and ice equipment, for the Division of Transportation, for a contract total not to exceed \$2,664,040; per Sourcewell contract # 062222-AEB.

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

7. CHANGE ORDERS

7.A. [23-2243](#)

DT-P-0241B-20 – Amendment to Resolution DT-P-0241A-20 issued to V3 Companies, Ltd., for Professional Design (Phase II) Engineering Services for improvements along CH 23/Naperville Road, from Warrenville Road to Ridgeland Avenue, to increase the funding in the amount of \$46,813.18, resulting in an amended contract total of \$633,222.91, an increase of 7.98%.

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

8. AMENDING RESOLUTIONS

8.A. [23-2251](#)

DT-R-0242B-21 – Amendment to Resolution DT-R-0242A-21, issued to H & H Electric Company for mast arm replacement and traffic signal modification at various intersections within DuPage County, Section 21-TSMAR-02-GM, to increase the funding in the amount of \$1,098.82, resulting in an amended contract total amount of \$624,702.37, an increase of 0.18%, and a cumulative increase of \$12,598.82, +2.06%.

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

8.B. [23-2286](#)

DT-R-0172C-22 – Amendment to Resolution DT-R-0172B-22, issued to K-Five Construction Corporation for the 2022 Pavement Maintenance (South) Program, Section 22-PVMTTC-18-GM, to increase the funding in the amount of \$150,000, resulting in an amended contract total of \$4,947,388.59, an increase of 3.19%, a cumulative increase of +5.32%.

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

9. AGREEMENTS

9.A. [DT-R-0074-23](#)

Agreement between the County of DuPage and Illinois Prairie Path, a not-for-profit corporation for maintenance and stewardship of the Illinois Prairie Path.

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

9.B. [DT-R-0075-23](#)

Condemnation Authorization for ROW Acquisition along CH 3/Warrenville Road over East Branch DuPage River, Section 14-00124-04-BR.

Discussion held.

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

9.C. [DT-R-0076-23](#)

Grant of Easement from the County of Du Page to the City of Aurora at the southwest corner of Bilter Road and N. Eola/Highway 14, necessary to construct a right turn lane and sidewalk.

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

10. INTERGOVERNMENTAL AGREEMENTS

10.A. [DT-R-0077-23](#)

Letter of Understanding between the County of DuPage and the Illinois Department of Transportation for the establishment of mutual covenants regarding the improvements of Illinois 56/Butterfield Road, from west of Illinois 53 to west of I-355 and at Illinois 53, including replacement of the bridge carrying Illinois 56 multi-use path over the East Branch of the DuPage River; no County cost.

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

11. OLD BUSINESS

Director Snyder gave an update on the meeting with Willowbrook Corners and its representatives. He discussed specifically the transportation related improvements related improvements to the community, (transit, sidewalks and lights).

In response to a question by Member Chaplin, Director Snyder confirmed that \$200,000 in funding from Pace can be allocated to a bus circulator pilot to serve the need of residents.

Member Chaplin also inquired as to the use of flashing yellow arrows along County highways. Director Snyder that the Division of Transportation is engineering for implementation of the use of flashing yellow arrows along 63rd Street in the Westmont/Willowbrook area and additional grant funding to expand.

12. NEW BUSINESS

Director Snyder advised that the FY 2024 Division of Transportation budget recommendation has been submitted to the Finance department. This year's budget is \$102 Million, approximately \$10 Million more than FY 2023. The budget will be formally presented to the Transportation Committee on August 1st.

Finally, Director Snyder advised the Committee that IDOT has released their FY2024-2029 Transportation Improvement Plan. The plan includes \$309 Million for Du Page County, including engineering, land acquisition and construction. The FY24 investment is \$109 Million. Major IDOT projects in Du Page County include the reconstruction and widening of Illinois 56/Butterfield Road, from Illinois 53 to I-355 (\$35 Million); signal modernization, timing and progression improvements along Illinois 56, from Illinois 59 to York Road (\$8 Million); and various budgeted roadway maintenance improvements.

Member Zay requested an update on the Roosevelt Road at County Farm Road funding and Director Snyder indicated that IDOT does have it in their FY 2024-2029 program.

13. ADJOURNMENT

A motion was made by Chair Ozog and seconded by Member Chaplin to adjourn at 10:25AM, the motion was approved on a roll call vote, all "ayes", motion carried.



Budget Transfer

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

File #: 23-2501

Agenda Date: 8/1/2023

Agenda #: 7.A.



Transportation Requisition under \$30,000

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

File #: 23-2489

Agenda Date: 8/1/2023

Agenda #: 8.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 #: Quote #23-040-DOT-RE	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$18,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/01/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$72,000.00
	CURRENT TERM TOTAL COST: \$18,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Wholesale Direct Inc.	VENDOR #: 11099	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Robert Robinson	VENDOR CONTACT PHONE: 773-585-7200	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: bob@wholesaledirect.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-40	
<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 Fleet is requesting a purchase order to Wholesale Direct, to furnish and deliver Automotive Emergency Lighting on as-needed basis. Effective May 11, 2023 through April 30, 2024, for a contract total not to exceed \$18,000.00, per low quote #23-040-DOT-RE. This contract is subject to three (3) one-year renewals upon mutual agreement. - Federal Signal Lighting (34%) off catalog pricing. - Whelen Lighting (26%) off catalog pricing.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To outfit and/or re-outfit vehicles and equipment with the proper emergency lighting.			

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: Wholesale Direct Inc.	Vendor#: 11099	Dept: Division of Transportation	Division: Accounts Payable
Attn: Robert Robinson	Email: bobwdi1996@gmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 5620 W. 65th St.	City: Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60638	State: IL	Zip: 60187
Phone: 773-585-7200	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Wholesale Direct Inc.	Vendor#: 11099	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 5620 W. 65th St.	City: Chicago	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60638	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 11, 2023	Contract End Date (PO25): Apr 30, 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		Automotive Emergency Lighting	FY23	1500	3520	52250		13,000.00	13,000.00
2	1	EA		Automotive Emergency Lighting	FY24	1500	3520	52250		5,000.00	5,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 18,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Automotive Emergency Lighting on an "as needed" basis for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Robert Robinson, Mike Figuray and Bill Bell.
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
 Division of Transportation
 Automotive Lightinging
 Requisition #23-1500-40



WHOLESALE DIRECT

REGIONAL TRUCKS

ITEM	VALUE	DISCOUNT OFF CATALOG PRICING	EXTENDED PRICE	DISCOUNT OFF CATALOG PRICING	EXTENDED PRICE
FEDERAL SIGNAL LIGHTING	10,000	33.75%	\$ 6,625.00	30%	\$ 7,000.00
WHELEN LIGHTING	5,000	25.79%	\$ 3,710.50	30%	\$ 3,500.00
		TOTAL	\$ 10,335.50	TOTAL	\$ 10,500.00

Note:

- NAPA Auto Parts: due to supply chain volatility, can not committ to locking pricing.

Invitations Sent	9
Quote Responses	3

PRICING:

DuPage County DOT expects an annual expenditure of \$15,000. Dollar amount is estimated, and orders will be placed on as-needed basis with quantities specified at the time orders are placed.

The vendor shall provide a firm % markup or discount based on price for the goods and services listed in the specifications and/or pricing table below.

- Percentage mark-up or discount shall remain firm for the term of the contract.
- It shall be the responsibility of the vendor to provide current catalog pricing at the time of order.
- All Invoices shall be accompanied with current catalog price list and percent of mark-up or discount applied at the time of purchase.
- Delivery charges shall be included in the unit price of each item.
- Pricing shall include all labor, materials, and incidentals (shop supplies, standard nuts and bolts, fuel surcharges etc...).
- Additional charges will not be accepted.

SPECIFICATIONS

DuPage County Department of Transportation is seeking a vendor to furnish and deliver Automotive Emergency Lighting and accessories. Emergency lighting shall be manufactured by Whelen or Federal Signal.

PRICING TABLE

Expenditure shown is an estimate only and is intended to provide a basis for establishing % markup/discount.

No.	Item	Value	% Markup/Discount off Catalog Pricing	Extended Price
1	Federal Signal Lighting	\$10,000	1 - 33.75 %	\$ 6625.00
2	Whelen Lighting	\$5,000	1 - 25.79 %	\$ 3710.50



**Division of
Transportation**

**The County of DuPage
Division of Transportation**
140 North County Farm Road
Wheaton, Illinois 60187-3978

CONTRACT AGREEMENT

AUTOMOTIVE EMERGENCY LIGHTING BETWEEN WHOLESAL DIRECT AND THE COUNTY OF DUPAGE

THIS Contract is entered this 11th day of May 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and WHOLESAL DIRECT *licensed to do business in the State of Illinois*, located at 5620 W. 65th Street, Chicago, IL 60638 (hereinafter referred to as the Contractor).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Request For Quote (RFQ) #23-040-DOT for its Division of Transportation, located at 180 N. County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the Contractor is the vendor selected pursuant to the quote process and is willing to perform under the terms of the quote and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

GENERAL CONDITIONS

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a General Conditions
 - 1.1.b Specifications
 - 1.1.c Quote Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.d Specifications (including any addenda, interpretations, and approved exceptions)
 - 1.1.e County Purchase Order
- 1.2 All documents are or will be on file in the office of the Division of Transportation, 140 North County Farm Road, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the documents control from top to bottom, i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the RFQ Invitation, the term of this Contract shall be a One (1) year period beginning on May 11, 2023 and continuing through April 30, 2024.
- 2.2 The Contract shall be subject to three (3) additional one-year terms provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.
- 3.2 If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages, and the cost of re-quoting . The County may offset these additional costs against any sums otherwise due to the Contractor under this quote or any unrelated contract.
- 3.3 If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.
- 3.4 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.
 - 1.1.a Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to fulfil their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expense.
- 3.5 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 QUOTE PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and/or services described in the Quote Specifications for the prices quoted on the Quote Form.
- 4.2 Original invoices must be presented for payment in the RFQ, including reference to the RFQ number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505/1 *et seq.*, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/0.01) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

5.0 LIENS, CLAIMS. AND ENCUMBRANCES

- 5.1 The Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

6.0 AMENDMENTS

- 6.1 This Contract may be amended by mutual agreement.
- 6.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

7.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

- 7.1 The County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

8.0 CONFIDENTIAL INFORMATION AND COUNTY PROPERTY

8.1 It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this Contract and (3) be returned upon request.

9.0 NON-DISCRIMINATION

9.1 The Contractor, its employees, and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

10.0 VENDOR INFORMATION REPORTING ACT

10.1 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all contractors and subcontractors as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/1 *et seq.*); and (2) whether the contractors or any subcontractors are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the contractors and subcontractors shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this CONTRACT, the awarded contractor, and each subcontractor, must complete the Awarded Vendor Questionnaire(<https://mwv.dupageco.org/>).

11.0 PREVAILING WAGE

11.1 Prevailing rate of wages as determined by the County or the Illinois Department of Labor ("IDOL") may apply to some, or all work performed on this Contract and paid to all laborers, workers and mechanics performing work under this Contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by subcontractors and/or lower tier subcontracts as required by IDOL. State statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. Contractors must retain payroll records for five (5) years and make those records available for inspection by the County or IDOL. Contractors must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractor Forms and Information page on the County's Procurement Division website at <https://www.dupageco.org/Finance/Procurement/1316/>.

11.2 A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

11.3 This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates, and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply.

12.0 PREVAILING WAGE PRICE ADJUSTMENT

12.1 The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the Contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the quote may be adjusted to the then-current prevailing wage, and such adjustment shall govern the Contract price during the renewal period. No adjustment will be made to the amount of mark-up.

13.0 INDEMNITY

13.1 The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.)

13.2 Nothing contained herein should be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions, or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

13.3 The Contractor shall be responsible for any damage incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

13.4 The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

14.0 NOTICE OF LAWSUIT

14.1 Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

15.0 SEVERABILITY CLAUSE

15.1 If any section, paragraph, clause, phrase, or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

16.0 TRANSFER OF OWNERSHIP OR ASSIGNMENT

16.1 The terms and conditions of this Contract shall be binding upon and shall endure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve same in writing.

17.0 FORCE MAJEURE

17.1 Each party to this Contract shall not hold the other liable for an extraordinary interruption of events, or damages caused by a natural event that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

18.0 GOVERNING LAW

18.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. The venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19.0 ENTIRE AGREEMENT

19.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

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

19.3 Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.



Required Vendor Ethics Disclosure Statement

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

Date: 7/26/23

Bid/Contract/PO #: _____

Company Name: <u>Wholesale Direct Inc.</u>	Company Contact: <u>Wholesale Direct Inc.</u>
Contact Phone: <u>773-585-7200</u>	Contact Email: <u>bobwdi1996@gmail.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

ROBERT ROBINSON

Title

PRESIDENT

Date

7/26/2023

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



Transportation Requisition under \$30,000

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

File #: 23-2304

Agenda Date: 8/1/2023

Agenda #: 8.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 #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$18,336.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 07/11/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$18,336.00
	CURRENT TERM TOTAL COST: \$18,336.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: John Thomas Company	VENDOR #: 40407	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Kathy Book	VENDOR CONTACT PHONE: 888-447-7263x111	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: kbook@jtitraffic.com	VENDOR WEBSITE: www.jtitraffic.com	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.). One time purchase of (12) portable Traffic Analyzer NC350 counters for the Division of Transportation.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This equipment will be used to conduct traffic counts along DuPage County Right of Ways. Traffic counts are used to identify and monitor which roads/routes are used the most and to either improve roads or provide alternatives in excessive traffic areas.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
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. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
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. NC350 Traffic Analyzers
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. The last time the market was tested for this type of equipment was 2017. The Division of Transportation currently has 29 of the NC350 Traffic Analyzers. Because there are a limited number of vendors which equipment and software is familiar to the DOT and provides the necessary data to meet the DOT's needs, it is in the best interest of the DOT to continue using these traffic counters.
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. Jody Sawyer from MH Corbin, sole source directed us to John Thomas Company, see Sole Source letter.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: John Thomas Company	Vendor#: 40407	Dept: Division of Transportation	Division: Finance
Attn: Kathy Book	Email: kbook@jttraffic.com	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address: 1560 Lovett Drive	City: Dixon	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61021	State: IL	Zip: 60187
Phone: 888-447-7263x111	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Same as above	Vendor#:	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 1, 2023	Contract End Date (PO25): Nov 30, 2023
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		NC350 Traffic Analyzer Counters	FY23	1500	3500	52000		18,336.00	18,336.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 18,336.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. One time purchase of (12) portable Traffic Analyzer NC350 counters for the Division of Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Please send PO to DOTFinance@dupageco.org
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
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



1560 LOVETT DRIVE, DIXON, IL 61021

6/27/2023

00006707

Prepared for:

DuPage County DOT
Rich Ostrowski
421 N. County Farm Road
Wheaton, IL 60187

Product Code	Product	Quantity	Sales Price	Total Price
NC350	Portable Traffic Analyzer NC350	12.00	\$1,523.00	\$18,276.00
Freight	Freight	1.00	\$60.00	\$60.00
Grand Total				\$18,336.00

Terms & Conditions

Notes Discount of 5% given if purchase all 12 units at once.

 Freight is estimated and subject to current rates at time of order

FOB Origin

Expiration Date 6/19/2023

Kathy Book
kbook@jtitraffic.com

June 2, 2023

Subject: M. H. Corbin Product Distribution and Sole-Source Certification

To whom it may concern,

M. H. Corbin, LLC acquired the Non-Weather Division of products from Vaisala in March 2013. M. H. Corbin, LLC utilizes exclusive and sole distribution for these products. These products include, but may not be limited to the following: Traffic Analyzers and Distance Measuring Devices. John Thomas, Inc. 1560 Lovett Dr. Dixon, IL 61021 is the sole exclusive distributor for the state of Illinois. We appreciate your interest in our products.

If you have any questions or require any additional information, please do not hesitate to contact me directly.

Best regards,
Signature on File

U Jody Sawyer
Customer Service Manager
M.H. Corbin, LLC
jody@mhcorbin.com



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: Jul 17, 2023

Bid/Contract/PO #: _____

Company Name: John Thomas, Inc	Company Contact: Kathy Book
Contact Phone: 888-447-7263	Contact Email: kbook@jttraffic.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 Kathy Book

Title Sales

Date Jul 17, 2023

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-0089-23

Agenda Date: 8/1/2023

Agenda #: 21.A.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND V3 COMPANIES, LTD. FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
CH 4/BLOOMINGDALE ROAD BRIDGE OVER CHICAGO
CENTRAL & PACIFIC RAILROAD
SECTION 22-00184-12-BR
(CONTRACT TOTAL NOT TO EXCEED \$641,743.81)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for improvements along CH 4/Bloomingtondale Road bridge over Chicago Central & Pacific Railroad, Section 22-00184-12-BR; and

WHEREAS, V3 Companies, Ltd. (hereinafter “CONSULTANT”) has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed \$641,743.81; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and V3 Companies, Ltd. be hereby accepted and approved for a contract total not to exceed \$641,743.81 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to V3 Companies, Ltd, 7325 Janes Avenue, Suite 100, Woodridge, Illinois 60517, by and through the Division of Transportation.

Enacted and approved this this 8th day of August, 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: \$641,743.81
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 08/01/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$641,743.81
	CURRENT TERM TOTAL COST: \$641,743.81	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: V3 Companies, Ltd.	VENDOR #: 10752	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Beth Rahe-Brand	VENDOR CONTACT PHONE: 630-724-9200	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: brahe@v3co.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 Construction Engineering Services, for CH 4/ Bloomingdale Road Bridge over Chicago Central & Pacific (CC&P) Railroad, Section# 22-00184-12-BR.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide professional construction engineering services for the replacement of S.N. 022-3009, Bloomingdale Road over the Chicago Central & Pacific (CC&P) Railroad. The existing structure is a four (4) lane, three span bridge located 0.7 miles south of Army Trail Road in Glendale Heights, within DuPage County. The scope of work involves a complete structure replacement and may include temporary traffic signal installations.			

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 were sent to firms throughout the industry and responses were received from 22 firms qualified to perform this work. 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, and experience with railroad coordination on bridge projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by V3 Companies, Ltd. is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to V3 Companies, Ltd. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that V3 Companies, 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: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: V3 Companies, Ltd.	Vendor#: 10802	Dept:	Division:
Attn: Beth Rahe-Brand	Email: brahe@v3co.com	Attn:	Email:
Address: 7325 Janes Avenue	City: Woodridge	Address:	City:
State: IL	Zip: 60517	State:	Zip:
Phone: 630-724-9200	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Aug 8, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Kathleen Black Curcio			

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		22-00184-12-BR	FY24	1500	3500	54040	BLMNGDL_CNRR BR	500,000.00	500,000.00
2	1	EA		22-00184-12-BR	FY25	1500	3500	54040	BLMNGDL_CNRR BR	141,743.81	141,743.81
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 641,743.81

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Engineering Services, for CH 4/ Bloomingdale Road Bridge over Chicago Central & Pacific (CC&P) Railroad, Section# 22-00184-12-BR.
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

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES LTD.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
CH 4/BLOOMINGDALE ROAD BRIDGE OVER CHICAGO CENTRAL & PACIFIC RAILROAD
SECTION NO. 22-00184-12-BR**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2023, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., licensed to do business in the State of Illinois, with offices at 7325 Janes Avenue, Suite 100, Woodridge, Illinois 60517; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional construction engineering services for CH4/Bloomington Road Bridge over Chicago Central & Pacific (CC&P) Railroad, Section No. 22-00184-12-BR (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed \$641,743.81; and

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

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

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

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

3.0 NOTICE TO PROCEED

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

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

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 6.1, 7.4, 8.2, 8.3, 15.3 and 21.2.

4.0 TECHNICAL SUBCONSULTANTS

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

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

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

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$641,743.81, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein.

The multiplier shall include the cost of overhead, profit and incidental costs. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C.

- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 Overtime/weekend/holiday (o/w/h) rates are allowed under this AGREEMENT, but such rates shall be considered a direct cost, and the o/w/h rate for each classification shall be no more than one hundred fifty percent (150%) of the actual hourly rate for assigned personnel on the PROJECT. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT.
- 7.6 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by calling 312-793-2814 or visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/>. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of

revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.7 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted on IDOT'S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

- 7.8 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—~~invoiced~~ for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.9 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the

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

7.10 Upon acceptance of all deliverables specified in paragraph 6.1 of this AGREEMENT, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident /two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has

been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultant's insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT

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

16.0 TERMINATION

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

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

V3 Companies Ltd.

7325 Janes Avenue, Suite 100

Woodridge, Illinois 60517

ATTN: Beth Rahe-Brand

Senior Project Manager

PHONE: 630.724.9200

EMAIL: brahe@v3co.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Christopher C. Snyder, P.E.

Director of Transportation/County Engineer

PHONE: 630.407.6900

EMAIL: Christopher.Snyder@dupageco.org

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

If the COUNTY requires:

(1) the CONSULTANT'S agents or employees to sign such manifests; or

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

26.0 QUALIFICATIONS

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

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

COUNTY OF DUPAGE

V3 COMPANIES

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Matthew Powers, Vice President
& Director Construction Engineering

ATTEST BY:

ATTEST BY:

Signature on File

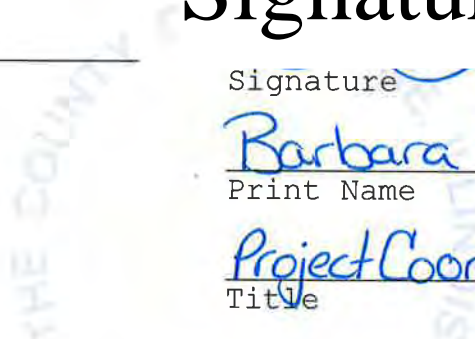
Jean Kaczmarek
County Clerk

Signature _____
Barbara L. Schauf

Print Name

Project Coordinator

Title



7839

PHASE III - CONSTRUCTION ENGINEERING SCOPE OF SERVICES

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

The CONSULTANT further agrees:

- (1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.
- (2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.
- (3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the construction section and monitor the activities of all personnel furnished by the CONTRACTOR. The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.
- (4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within 5 days after notification by the COUNTY.
- (5) To withdraw from the PROJECT, within two weeks after notification by the COUNTY, any personnel or services no longer required.
- (6) To verify initial horizontal and vertical control prior to contractor staking efforts; obtain cross sections and other necessary measurements required for compilation of progress and final estimates in a timely manner so that payment to the CONTRACTOR will not be unduly delayed.

- (7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER as well as all situation's incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.
- (8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be kept in permanent form and will become part of the construction section records.
- (9) The RESIDENT ENGINEER will keep the PROJECT diary describing the progress of construction, specific problems encountered and all other pertinent information relative to execution of the contract. The CONSULTANT'S staff shall compile and maintain construction survey books, other field notes and reports, test records, computations and work papers, progress and final estimates, and all other data required for completion of the construction section records. All records, including one set of prints showing recorded changes from the contract plans, will be submitted to the County's Engineer and become the property of the COUNTY.
- (10) To furnish all necessary field survey equipment, transportation, communication devices and safety equipment for personnel as required for work performed as required by the COUNTY.
- (11) To complete all measurements, records, including ADA inspection forms, record plans and final pay estimate not later than six (6) weeks after completion of the actual construction by the CONTRACTOR.
- (12) Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.
- (13) Perform materials sampling, testing, and reporting, according to the project requirements, the IDOT Project Procedures Guide, and as directed by the County, which may include notifying the Material Testing consultant when its' services are required and monitor the expenditures of said consultant or Notify the COUNTY when the services of the COUNTY's Material Testing consultant are required. The CONSULTANT shall maintain a record of the Material Testing consultants work and review all invoices for accuracy submitted to the COUNTY by the Material Testing consultant for payment. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.



DuPage County
Contract No. 22-00184-12-BR
Bloomingdale Road over CN Railroad

MANHOUR SUMMARY

		4-Week Cycles - Cycle Ending Date												Total Hours
		Preconst	Construction Phase						Post Construction					
Classification		3/31/2024	4/28/2024	5/26/2024	6/23/2024	7/21/2024	8/18/2024	9/15/2024	10/13/2024	11/10/2024	11/30/2024	12/28/2024	1/25/2025	
		4	4	4	4	4	4	4	4	4	3	4	4	
Division Director	Matt Powers	2.0			2.0				2.0				2.0	8
Senior Project Manager	Beth Rahe-Brand	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	24
Res. Constr Mgr	George Malek	80.0	160.0	180.0	180.0	180.0	180.0	180.0	180.0	180.0	120.0	120.0	120	1860
Construction Inspector	Jacob Koshy	40.0	180.0	180.0	180.0	180.0	180.0	180.0	180.0	180.0	120.0			1600
Senior Project Mgr - STR	Dave Gritszu	8.0		2.0	2.0									12
Structural Engr	Bill Vegzren	16.0		4.0	4.0	4.0	4.0							32
Material Inspection			40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0				320
		32.00	382.00	408.00	410.00	406.00	406.00	402.00	404.00	402.00	242.00	122.00	124.00	3856
		3/31/2025	4/28/2025	5/26/2025	6/23/2025	7/21/2025	8/18/2025	9/15/2025	10/13/2025	11/10/2025	11/30/2025	12/28/2025	1/25/2026	Total Vehicles
Miscellaneous (Month)														0
Vehicles (Day)	V3 Companies	10	20	20	20	20	20	20	20	20	15	15	15	215
Vehicles (Day)	Gasperec	5	20	20	20	20	20	20	20	20	15			180

395

Assumptions

Preconstruction Activities represented in March of 2024 represent all preconstruction activities after contractor selection
 Construction Start 4/1/2024
 Construction Completion 11/30/2024
 Closeout 6 weeks
 Construction is expected to be staged
 Materials inspection hours based on estimated quantities and spread evenly throughout the construction phase.



**Payroll Escalation Table
Anniversary Raises
DLM 2.80**

FIRM NAME V3 Companies, LTD.
PRIME/SUPPLEMENT Prime

DATE 05/12/23
PTB NO. _____

CONTRACT TERM 24 MONTHS
START DATE 3/1/2024
RAISE DATE Anniversary

OVERHEAD RATE 159.00%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be: 3.00%



FIRM NAME Gasperec Elberts Consulting, LLC
PRIME/SUPPLEMENT Prime

CONTRACT TERM 24 MONTHS
START DATE 4/1/2024
RAISE DATE 1/1/2025

**Payroll Escalation Table
Anniversary Raises
DLM 2.80**

DATE 05/10/23
PTB NO. 208-01
OVERHEAD RATE 135.31%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

12

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

3.00%

The total escalation for this project would be: 3.00%



**Cost Estimate
Consultant Se**
(Direct Labor Multiple)

Firm Gasperec Elberts Consulting, LLC
 Route Bloomingtondale Road over CN Railroad
 Section 22-00184-12-BR
 County _____
 Job No. _____
 PTB & Item 208-01

Date 05/10/23
 Overhead Rate 135.31%
 Complexity Factor 0

BDE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
DBE	CONSTRUCTION INSPECTION	1600	69,545.60	194,727.68	11,700.00		206,427.68	206,427.68	100.00%
	TOTALS	1600	69,545.60	194,727.68	11,700.00	0.00	206,427.68	206,427.68	100.00%

DBE 100.00%

Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Interra, Inc.
PRIME/SUPPLEMENT V3 Companies, Ltd.

DATE 05/08/23
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 3/1/2024
RAISE DATE 3/2/2024

OVERHEAD RATE 135.09%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

3/1/2024 - 2/28/2025

12
12

= 100.00%
= 1.0000

The total escalation for this project would be:

0.00%

**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	Interra, Inc.
Route	Bloomington Road over CN RR
Section	22-00184-12-BR
County	DuPage
Job No.	
PTB & Item	

Date	05/08/23
Overhead Rate	135.09%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Materials QA Testing	320	15,830.90	44,326.52	12,737.30		57,063.82	57,063.82	100.00%
TOTALS	320	15,830.90	44,326.52	12,737.30	0.00	57,063.82	57,063.82	100.00%

Average Hourly Project Rates

Route Bloomington Road over CN RR
 Section 22-00184-12-BR
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant Interra, Inc.

Date 05/08/23

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Materials QA Testing											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Staff Engineer	\$33.00	14	4.38%	1.44	14	4.38%	1.44									
Sr. Materials Technician	\$51.19	250	78.13%	39.99	250	78.13%	39.99									
Project Engineer	\$53.00	14	4.38%	2.32	14	4.38%	2.32									
Sr. Administrative Assistant	\$29.00	12	3.75%	1.09	12	3.75%	1.09									
Principal Engineer	\$80.00	10	3.13%	2.50	10	3.13%	2.50									
Pick Up Technician	\$34.07	20	6.25%	2.13	20	6.25%	2.13									
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TOTALS		320	100%	\$49.47	320	100%	\$49.47	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

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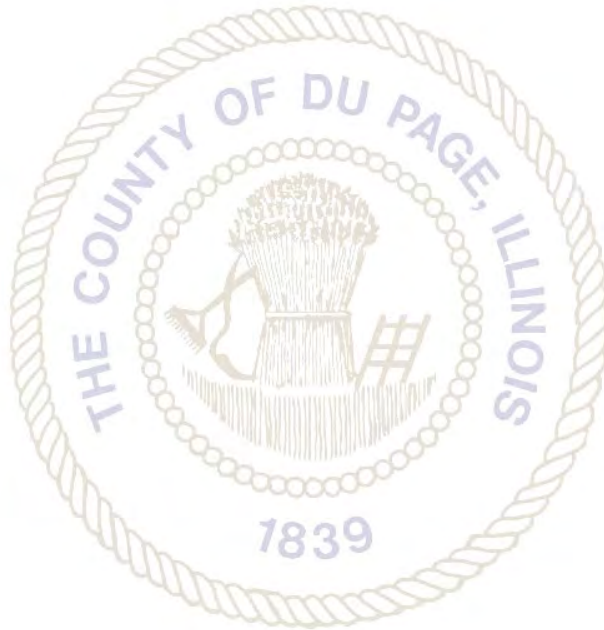


EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION Consultant Employee Rate Listing

CONSULTANT: V3 COMPANIES LTD.

PROJECT: 22-00184-12-BR

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Director	\$72.16	\$86.00	
Engineer I	\$33.39	\$39.55	
Engineer II	\$36.63	\$43.39	
Project Surveyor II	\$31.65	\$37.49	
Resident Construction Manager I	\$61.34	\$72.66	
Resident Construction Manager II	\$62.68	\$75.00	
Resident Engineer I	\$52.82	\$62.56	
Resident Engineer II	\$68.30	\$80.90	
Senior Construction Technician	\$42.69	\$50.57	
Senior Project Manager - CE	\$71.29	\$86.00	
Senior Project Manager - T&ME	\$68.20	\$86.00	

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

Signature of Authorized Agent
for CONSULTANT

Signature on File

Date: 5/16/23

signature

Matthew Powers, P.E.

Print Name

Approved By County:

Signature on File

Date: 5/18/2023

William Eldson, Asst. County Engineer

EXHIBIT C

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

CONSULTANT: Gasperec Elberts Consulting, LLC

PROJECT: Section Number: 22-00184-12-BR
Bloomingdale Road over CN Railroad

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	\$65.00	\$86.00	
Engineer V	\$60.00	\$86.00	
Engineer IV	\$45.00	\$78.00	
Engineer III	\$40.00	\$73.00	
Engineer II	\$30.00	\$52.00	
Engineer I	\$25.00	\$50.00	
Construction Engineer III	\$40.00	\$73.00	
Construction Engineer II	\$30.00	\$52.00	
Construction Engineer I	\$25.00	\$50.00	
Surveyor V	\$60.00	\$86.00	
Surveyor IV	\$40.00	\$86.00	
Surveyor III	\$35.00	\$80.00	
Surveyor II	\$30.00	\$75.00	
Surveyor I	\$20.00	\$60.00	
Engineering Technician V	\$55.00	\$87.00	
Engineering Technician IV	\$45.00	\$70.00	
Engineering Technician III	\$30.00	\$60.00	
Engineering Technician II	\$25.00	\$50.00	
Engineering Technician I	\$20.00	\$40.00	
CADD Technician II	\$30.00	\$60.00	
CADD Technician I	\$25.00	\$45.00	
Senior Survey Crew Chief	\$35.00	\$50.00	
Survey Crew Chief II	\$25.00	\$45.00	
Survey Crew Chief I	\$20.00	\$45.00	
Instrument Person II	\$18.00	\$45.00	
Instrument Person I	\$15.00	\$35.00	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Signature

Date: 05/03/2023

Lisa Gasperec, Principal

Print Name

Approved By COUNTY:

Signature on File

Date: 5/15/2023

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. Minimum rate is the lowest rate being paid to personnel for a particular classification.
3. Maximum rate is the top rate being paid to personnel for a particular classification.
4. 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.

Page 2 of 2

Rev 02.21

EXHIBIT C

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

CONSULTANT: Interra, Inc.
PROJECT: Bloomingdale Road over CNRR Bridge
Section: 22-00184-12-BR

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$70.00	\$86.00	
Project Manager	\$60.00	\$80.00	
Project Engineer	\$50.00	\$60.00	
Inspector	\$40.00	\$60.00	
Staff Engineer	\$30.00	\$50.00	
Sr. Administrative Assistant	\$25.00	\$40.00	
Administrative Assistant	\$18.00	\$30.00	
Laboratory Technician	\$30.00	\$50.00	
Senior Materials Technician	\$45.00	\$60.00	
Materials Technician	\$40.00	\$55.00	
Apprentice	\$30.00	\$50.00	
Pick-Up Technician	\$30.00	\$50.00	

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

Signature on File

Signature of Authorized Agent
for CONSULTANT:

Date: 04/18/2023

Type Name:

Sudhakar Rao Doppalapudi, P.E

Approved By COUNTY:

William Eidson
Signature on File

William Eidson, Asst. County Engineer

Date: 5/15/2023

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.

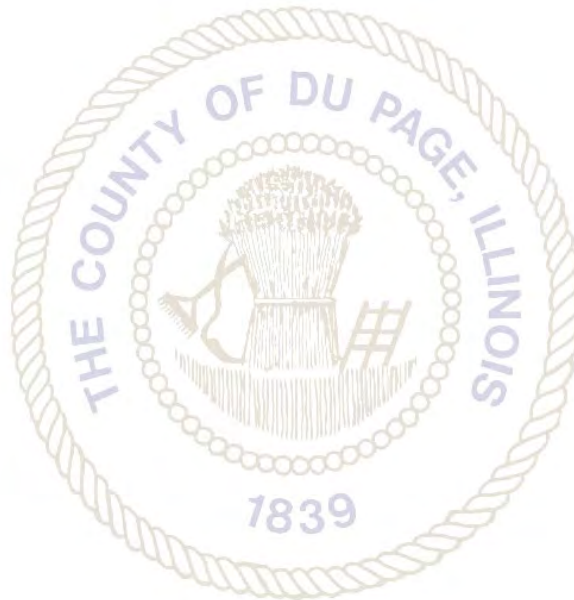


EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION
that they need to reassign staff for the _____
_____ project,

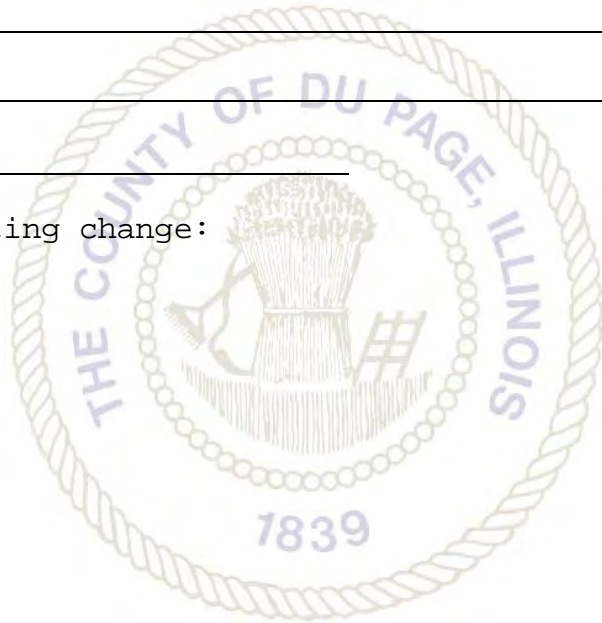
Section No. _____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change: _____



Proposed Replacement: _____
(attach resume)

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



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
V3 Companies		22-00184-12-BR
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>05/09/23</u>

Consultant

Item	Allowable	Utilize <small>W.O. Only</small>	Quantity <small>J.S. Only</small>	Contract Rate	Total
Per Diem <small>(per GOVERNOR'S TRAVEL CONTROL BOARD)</small>	Up to state rate maximum	<input type="checkbox"/>			
Lodging <small>(per GOVERNOR'S TRAVEL CONTROL BOARD)</small>	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees <small>(per GOVERNOR'S TRAVEL CONTROL BOARD)</small>	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage <small>(per GOVERNOR'S TRAVEL CONTROL BOARD)</small>	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>	215	\$65.00	\$13,975.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
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		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
				Total Direct Cost	\$13,975.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
V3 Companies		22-00184-12-BR
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>05/03/23</u>		

Consultant
Gasperc Elberts Consulting, LLC

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>	180	\$65.00	\$11,700.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
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		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$11,700.00

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name V3 Companies	PTB Number	State Job Number(s) SECTION: 22-00184-12-BR
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>04/18/23</u>		

Consultant
Interra, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	38	\$65.00	\$2,470.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>	30	\$26.11	\$783.30
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>	1		\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
Concrete Cylinders		<input type="checkbox"/>	180	\$26.00	\$4,680.00
Air Voids		<input type="checkbox"/>	2	\$570.00	\$1,140.00
Extraction and Washed Gradation		<input type="checkbox"/>	2	\$325.00	\$650.00
HMA Cores		<input type="checkbox"/>	10	\$85.00	\$850.00
Tack Coat		<input type="checkbox"/>	2	\$52.00	\$104.00
Standard Proctor		<input type="checkbox"/>	2	\$270.00	\$540.00
Atterberg Limits		<input type="checkbox"/>	2	\$135.00	\$270.00
Grain Size with Hydrometer		<input type="checkbox"/>	2	\$245.00	\$490.00
Organic Content		<input type="checkbox"/>	2	\$160.00	\$320.00
Wash Gradation		<input type="checkbox"/>	2	\$220.00	\$440.00
Total Direct Cost					\$12,737.30

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: V3 Companies, Ltd.	Company Contact: Louis Gallucci
Contact Phone: 630-724-9200	Contact Email: lgallucci@v3co.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

Louis Gallucci, P.E.

Title

President and CEO

Date

07/13/23

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 #: _____

Company Name: Gasperec Elberts Consulting, LLC	Company Contact: Lisa M. Gasperec, PE
Contact Phone: 847.417.4221	Contact Email: lgasperec@geconsultllc.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 Lisa Gasperec, PE

Title Principal

Date 07/13/23

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: Jul 13, 2023

Bid/Contract/PO #: 22-00184-12-BR

Company Name: Interra, Inc.	Company Contact: Sudhakar Rao Doppalapudi
Contact Phone: 630-754-8700	Contact Email: dsrao@interraservices.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:

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 read, understood and understand these requirements.

Authorized Signature

Signature on File

Printed Name: Sudhakar Rao Doppalapudi

Title: CEO

Date: Jul 13, 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 #: 23-2292

Agenda Date: 8/1/2023

Agenda #: 9.A.

Parent & Board

Consent
DOT 8/1
OB 8/8



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: May 26, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: S211-1-SERV	Original Purchase Order Date: Jun 1, 2021	Change Order #: 1	Department: Division of Transportation
Vendor Name: Compass Minerals America, Inc.		Vendor #: 20877	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Contract purchase order to furnish and deliver Bulk Rock Salt for the Highway Mntce Dept through 05/31/22. Decrease remaining encumbrance and close out contract.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,622,600.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,622,600.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$236,152.40)
E	New contract amount (C + D)	\$1,386,447.60
F	Percent of current contract value this Change Order represents (D / C)	-14.55%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-14.55%

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

kbc	6892	May 26, 2023	<i>WLS</i>	6/23/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>MCN</i>	Procurement Officer	Date 7/19/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Change Order

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

File #: 23-2499

Agenda Date: 8/1/2023

Agenda #: 9.B.



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Jul 24, 2023

MinuteTraq (IQM2) ID #: _____

Purchase Order #: 5998-1-SERV	Original Purchase Order Date: Sep 1, 2022	Change Order #: 1	Department: Division of Transportation
Vendor Name: 72 Hour LLC DBA Chevrolet of Watsonville, NAFG	Vendor #: 24975	Dept Contact: Kathleen Black Curcio	
Background and/or Reason for Change Order Request:	Contract purchase order for (20) 2023 Ford Interceptors for the DuPage County Sheriff. Decrease LN2 100% and closeout PO.		
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	\$994,729.88
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$994,729.88
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$199,253.60)
E	New contract amount (C + D)	\$795,476.28
F	Percent of current contract value this Change Order represents (D / C)	-20.03%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-20.03%
DECISION MEMO NOT REQUIRED		

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

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

kbc	6892	Jul 24, 2023	<i>WLS</i>	7/25/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	Procurement Officer	Date	
<i>CM</i>	7/26/23			
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



Authorization to Travel

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

File #: 23-2469

Agenda Date: 8/1/2023

Agenda #: 21.B.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE:	7/20/2023		
NAME:	Signature on File		TITLE: Highway Maintenance Supervisor
DEPARTMENT:	Division of Transportation	ACCOUNT CODE:	1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
To attend the Illinois Public Works Mutual Aid Network (IPWMAN) Annual Conference. DuPage County is a member of IPWMAN and provides a formalized system for government agencies to provide and receive emergency assistance in the event of a natural or man-made disasters or other situations that require action or attention beyond the normal capabilities of an agency. This years conference includes targeted sessions on Emergency Management, Forestry, Fleet, and Safety.			
DESTINATION: Double Tree Hotel, Bloomington, IL			
DATE OF DEPARTURE:	10/24/2023	DATE OF RETURN ARRIVAL:	10/25/2023
(Please include a detailed explanation if different from official business dates)			
Please indicate the estimated amount for each applicable expense.			
REGISTRATION:			\$0.00
TRANSPORTATION:			\$0.00
LODGING			\$85.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$0.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$0.00
TOTAL			\$85.00

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File _____ Date: 7/24/23
(Signature)

Committee Name: _____ Date: _____
ALL OVERNIGHT TRAVEL

County Board: _____ Date: _____
ONLY OUT-OF-STATE TRAVEL

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2470

Agenda Date: 8/1/2023

Agenda #: 21.C.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE:	7/20/2023		
NAME:	Signature on File		TITLE: Manager of Highway Operations
DEPARTMENT:	Division of Transportation	ACCOUNT CODE:	1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
To attend the Illinois Public Works Mutual Aid Network (IPWMAN) Annual Conference. DuPage County is a member of IPWMAN and provides a formalized system for government agencies to provide and receive emergency assistance in the event of a natural or man-made disasters or other situations that require action or attention beyond the normal capabilities of an agency. This years conference includes targeted sessions on Emergency Management, Forestry, Fleet, and Safety.			
DESTINATION: Double Tree Hotel, Bloomington, IL			
DATE OF DEPARTURE:	10/24/2023	DATE OF RETURN ARRIVAL:	10/25/2023
(Please include a detailed explanation if different from official business dates)			
Please indicate the estimated amount for each applicable expense.			
REGISTRATION:			\$0.00
TRANSPORTATION:			\$0.00
LODGING			\$85.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$0.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$0.00
TOTAL			\$85.00

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File
(signature)

Date: 7/24/23

Committee Name: _____
ALL OVERNIGHT TRAVEL

Date: _____

County Board: _____
ONLY OUT-OF-STATE TRAVEL

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2471

Agenda Date: 8/1/2023

Agenda #: 21.D.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 7/17/2023	
NAME: Signature on File _____	TITLE: Heavy Equip Crew Leader
DEPARTMENT: Division of Transportation	ACCOUNT CODE: 1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
IPWMAN Disaster assistance in Macomb, IL. Lodging, travel, and meal expenses to be provided or reimbursed by IPWMAN as noted below in the itemized expenses.	
DESTINATION: Macomb, IL	
DATE OF DEPARTURE: 7/17/2023	DATE OF RETURN ARRIVAL: 7/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$265.50
TOTAL	\$265.50

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File _____

Date: 7/24/23

Committee Name: _____
ALL OVERNIGHT TRAVEL

Date: _____

County Board: _____
ONLY OUT-OF-STATE TRAVEL

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2473

Agenda Date: 8/1/2023

Agenda #: 21.E.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 7/17/2023	
NAME: Signature on File	TITLE: Highway Mntce Supervisor
DEPARTMENT: Division of Transportation	ACCOUNT CODE: 1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip) IPWMAN Disaster assistance in Macomb, IL. Lodging, travel, and meal expenses to be provided or reimbursed by IPWMAN as noted below in the itemized expenses.	
DESTINATION: Macomb, IL	
DATE OF DEPARTURE: 7/17/2023	DATE OF RETURN ARRIVAL: 7/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$265.50
TOTAL	\$265.50

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File Date: 7/24/23
(Signature)

Committee Name: _____ Date: _____
ALL OVERNIGHT TRAVEL

County Board: _____ Date: _____
ONLY OUT-OF-STATE TRAVEL

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2474

Agenda Date: 8/1/2023

Agenda #: 21.F.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 7/17/2023	
NAME: Signature on File _____	TITLE: Equipment Operator I
DEPARTMENT: Division of Transportation	ACCOUNT CODE: 1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip) IPWMAN Disaster assistance in Macomb, IL. Lodging, travel, and meal expenses to be provided or reimbursed by IPWMAN as noted below in the itemized expenses.	
DESTINATION: Macomb, IL	
DATE OF DEPARTURE: 7/17/2023	DATE OF RETURN ARRIVAL: 7/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$265.50
TOTAL	\$265.50

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File _____
(signature)

Date: 7/24/23

Committee Name: _____
ALL OVERNIGHT TRAVEL

Date: _____

County Board: _____
ONLY OUT-OF-STATE TRAVEL

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2475

Agenda Date: 8/1/2023

Agenda #: 21.G.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 7/17/2023	
NAME: Signature on File	TITLE: Equipment Operator II
DEPARTMENT: Division of Transportation	ACCOUNT CODE: 1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip) IPWMAN Disaster assistance in Macomb, IL. Lodging, travel, and meal expenses to be provided or reimbursed by IPWMAN as noted below in the itemized expenses.	
DESTINATION: Macomb, IL	
DATE OF DEPARTURE: 7/17/2023	DATE OF RETURN ARRIVAL: 7/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$265.50
TOTAL	\$265.50

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File
(signature)

Date: 7/24/23

Committee Name: _____
ALL OVERNIGHT TRAVEL

Date: _____

County Board: _____
ONLY OUT-OF-STATE TRAVEL

Date: _____

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2476

Agenda Date: 8/1/2023

Agenda #: 21.H.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 7/17/2023	
NAME: <u>Signature on File</u>	TITLE: <u>Equipment Operator II</u>
DEPARTMENT: <u>Division of Transportation</u>	ACCOUNT CODE: <u>1500-3510-53610</u>
PURPOSE OF TRIP: (explain fully the necessity of making the trip) <u>IPWMAN Disaster assistance in Macomb, IL. Lodging, travel, and meal expenses to be provided or reimbursed by IPWMAN as noted below in the itemized expenses.</u>	
DESTINATION: <u>Macomb, IL</u>	
DATE OF DEPARTURE: <u>7/17/2023</u>	DATE OF RETURN ARRIVAL: <u>7/21/2023</u>
(Please include a detailed explanation if different from official business dates)	
<i>Please indicate the estimated amount for each applicable expense.</i>	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$265.50
TOTAL	\$265.50

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File Date: 7/24/23
(Signature)

Committee Name: _____ Date: _____
ALL OVERNIGHT TRAVEL

County Board: _____ Date: _____
ONLY OUT-OF-STATE TRAVEL

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2477

Agenda Date: 8/1/2023

Agenda #: 21.I.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 7/17/2023	
NAME: <u>Signature on File</u>	TITLE: Equipment Operator II
DEPARTMENT: Division of Transportation	ACCOUNT CODE: 1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip) IPWMAN Disaster assistance in Macomb, IL. Lodging, travel, and meal expenses to be provided or reimbursed by IPWMAN as noted below in the itemized expenses.	
DESTINATION: Macomb, IL	
DATE OF DEPARTURE: 7/17/2023	DATE OF RETURN ARRIVAL: 7/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$265.50
TOTAL	\$265.50

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File Date: 7/24/23

Committee Name: _____ Date: _____
ALL OVERNIGHT TRAVEL

County Board: _____ Date: _____
ONLY OUT-OF-STATE TRAVEL

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Authorization to Travel

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

File #: 23-2478

Agenda Date: 8/1/2023

Agenda #: 21.J.

OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

Valid for overnight and/or out-of-state travel
Revised 1-08-2019

REQUEST DATE: 7/17/2023	
NAME: Signature on File	TITLE: Equipment Operator II
DEPARTMENT: Division of Transportation	ACCOUNT CODE: 1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip) IPWMAN Disaster assistance in Macomb, IL. Lodging, travel, and meal expenses to be provided or reimbursed by IPWMAN as noted below in the itemized expenses.	
DESTINATION: Macomb, IL	
DATE OF DEPARTURE: 7/17/2023	DATE OF RETURN ARRIVAL: 7/21/2023
(Please include a detailed explanation if different from official business dates)	
Please indicate the estimated amount for each applicable expense.	
REGISTRATION:	\$0.00
TRANSPORTATION:	\$0.00
LODGING	\$0.00
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$265.50
TOTAL	\$265.50

REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File Date: 7/24/23
(Signature)

Committee Name: _____ Date: _____
ALL OVERNIGHT TRAVEL

County Board: _____ Date: _____
ONLY OUT-OF-STATE TRAVEL

Please note: If actual costs exceed the estimates, this form must be re-submitted for approval.



Meeting Handout

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

File #: 23-2587

Agenda Date: 8/8/2023

Agenda #: 11.A.



DUPAGECOUNTY

DIVISION OF TRANSPORTATION

FY2024 BUDGET PRESENTATION – August 1, 2023



REVENUE

- Local Gas Tax
- Motor Fuel Tax
- Impact Fees
- Reimbursements
 - Federal/State Grants
- Infrastructure Fund (a.k.a. RTA Tax)





SUMMARY OF REVENUE

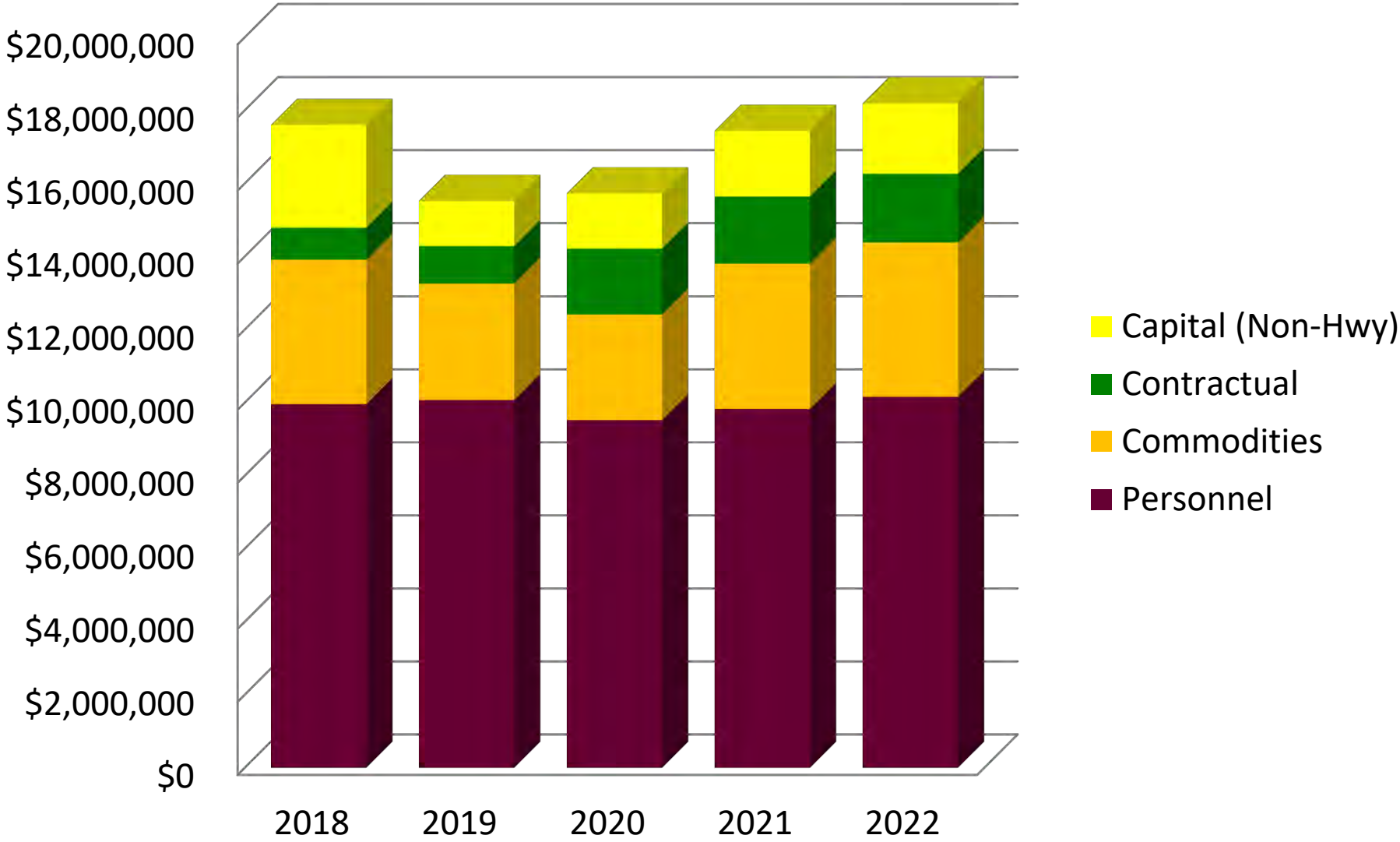
Summary of Revenue

	Approved FY 2023	Projected FY 2024
Local Gas Tax	\$ 37,065,665	\$ 38,905,970
Motor Fuel Tax	\$ 24,170,076	\$ 23,526,575
Impact Fees	\$ 828,000	\$ -
Other	\$ 6,404,454	\$ 4,225,551
Total	\$ 68,468,195	\$ 66,658,096





OPERATING EXPENSES





SUMMARY OF OPERATING EXPENSES

Summary of Operating Expenses

Approved Recommended Variance
 FY 2023 FY 2024

Personnel/ Benefits	\$ 11,791,680	\$ 12,653,103	7.3%
Commodities	\$ 5,743,450	\$ 5,919,100	3.1%
Contractual	\$ 4,526,925	\$ 9,474,121	109.3%
Capital (non- roadway)	\$ 3,778,562	\$ 4,504,336	19.2%
Bond	\$ 750,000	\$ 750,000	0.0%
Total	\$ 26,590,617	\$ 33,300,660	25.2%





CORE OPERATING BUDGET

Fund Balance:	\$86,032,102
Revenue:	\$66,685,096
Operating Expenses (Excluding Capital Projects):	
Operations	\$32,550,660
Maintenance Contracts	\$12,259,226
Debt Payment	\$750,000
Carryover:	\$19,455,449
Capital:	\$87,404,863





FY2024 BUDGET SUMMARY

\$102.6M Recommended

- 12% (\$10.7M) more than FY23 Budget (\$92M)
- Operations \$32.6M or 32% of budget
- Capital \$70M or 68% of budget





PROPOSED FY2024 CAPITAL PROGRAM

- Engineering
 - Feasibility studies
 - Planning/environmental reports
 - Design/contract documents
 - Construction oversight
- Land Acquisition
- Construction Projects
- Participation Agreements





PROPOSED FY2024 ENGINEERING

<p>31st Street 63rd Street Annual Resurfacing Program Army Trail Road Army Trail Road</p>	<p>Highland Avenue to Meyers Road Illinois 53 to Illinois 83 Various locations at Munger Road over West Branch DuPage River</p>	<p>New multi-use path Flashing yellow arrow Intersection improvement Bridge replacement</p>	<p>Design Planning Construction Planning Design</p>
<p>Bloomingtondale Road</p>	<p>over CN Railroad</p>	<p>Bridge replacement</p>	<p>Construction</p>
<p>County Farm Road East Branch DuPage River Trail East Branch DuPage River Trail</p>	<p>at Geneva Road Illinois Prairie Path to Illinois 56 Great Western Trail to Illinois Prairie Path</p>	<p>Intersection improvement New multi-use path New multi-use path</p>	<p>Planning Planning Design</p>
<p>Facility Improvements Facility Improvements</p>	<p>140 Maintenance Building Fueling Station</p>	<p>Building replacement Replacement</p>	<p>Design Construction</p>



PROPOSED FY2024 ENGINEERING - CONTINUED

Finley/Belmont Road	at Ogden Avenue	Intersection improvement	Design
Geneva Road	over West Branch DuPage River	Bridge replacement	Construction
Illinois 38 (Roosevelt Road)	over Illinois 53	Bridge enhancements	Design
Lemont Road	83rd Street to 87th Street	Intersection	Construction
Naperville Road	at Illinois 38	improvements/resurfacing	
Naperville Road	Ridgeland Drive to Diehl Road	Intersection improvement	Design
Stearns Road	County Line to Munger Road	Intersection improvements	Construction
Various	Geotechnical	New multi-use path	Planning
Warrenville Road	Over East Branch DuPage River	Bridge replacement	Design
Willowbrook Corners	Various locations	Sidewalk and street lighting	Construction
York Road	Irving Park to Devon Avenue	Reconstruction	Design/Construction



PROPOSED FY2024 CONSTRUCTION CONTRACTS

Bloomington Road	over CN Railroad	New bridge	\$ 5,000,000
Facility Improvements	Fueling Station	Replacement	\$ 1,000,000
Geneva Road	over West Branch DuPage River	New bridge	\$ 7,600,000
Illinois Prairie Path	over UP Railroad	Raise bridge	\$ 1,000,000
Lemont Road	87th Street to 83rd Street	Intersection improvements	\$ 5,600,000
Naperville Road	Ridgeland Avenue to Diehl Road	Intersection improvements	\$ 7,900,000
St Charles Road	County Farm Road to Gary Avenue	Drainage	\$ 1,900,000
LED replacements	Various		\$ 300,000
Park Boulevard	at Tamarack Drive	New culvert	\$ 1,000,000
Pavement Marking	Various		\$ 500,000
Retaining Walls	Various		\$ 400,000
Resurfacing Program	Various		\$ 5,000,000
Sidewalk Installation/Repair	Various		\$ 500,000
Traffic Signal Maintenance	Various		\$ 3,600,000
Traffic Signal Mast Arm Replacements	Various		\$ 825,000
Warrenville Road	over East Branch DuPage River	New bridge	\$ 7,500,000
York Road	Illinois 19 to Devon Avenue	Reconstruction	\$ 16,000,000





EQUIPMENT REQUESTS FY2024

Auto Equipment

8 Plow trucks	\$ 2,347,562	(carryover)
2 Ford Crew Cabs	\$ 120,000	(carryover)
2 Mechanic service trucks	\$ 550,000	(one carryover)
Semi-Tractor	\$ 200,000	
5 Ford Broncos	\$ 200,000	
Transit Van	\$ 70,000	

Equipment/ Machinery

Weld shop- lathe, mill, sander	\$ 28,000	
Liquid tanks	\$ 125,000	

Construction/ Other Motor Equipment

2 Dump trucks	\$ 200,000	
2 Trailers	\$ 40,000	
Turf blower	\$ 15,000	
Path rake	\$ 10,000	
Vactor	\$ 600,000	

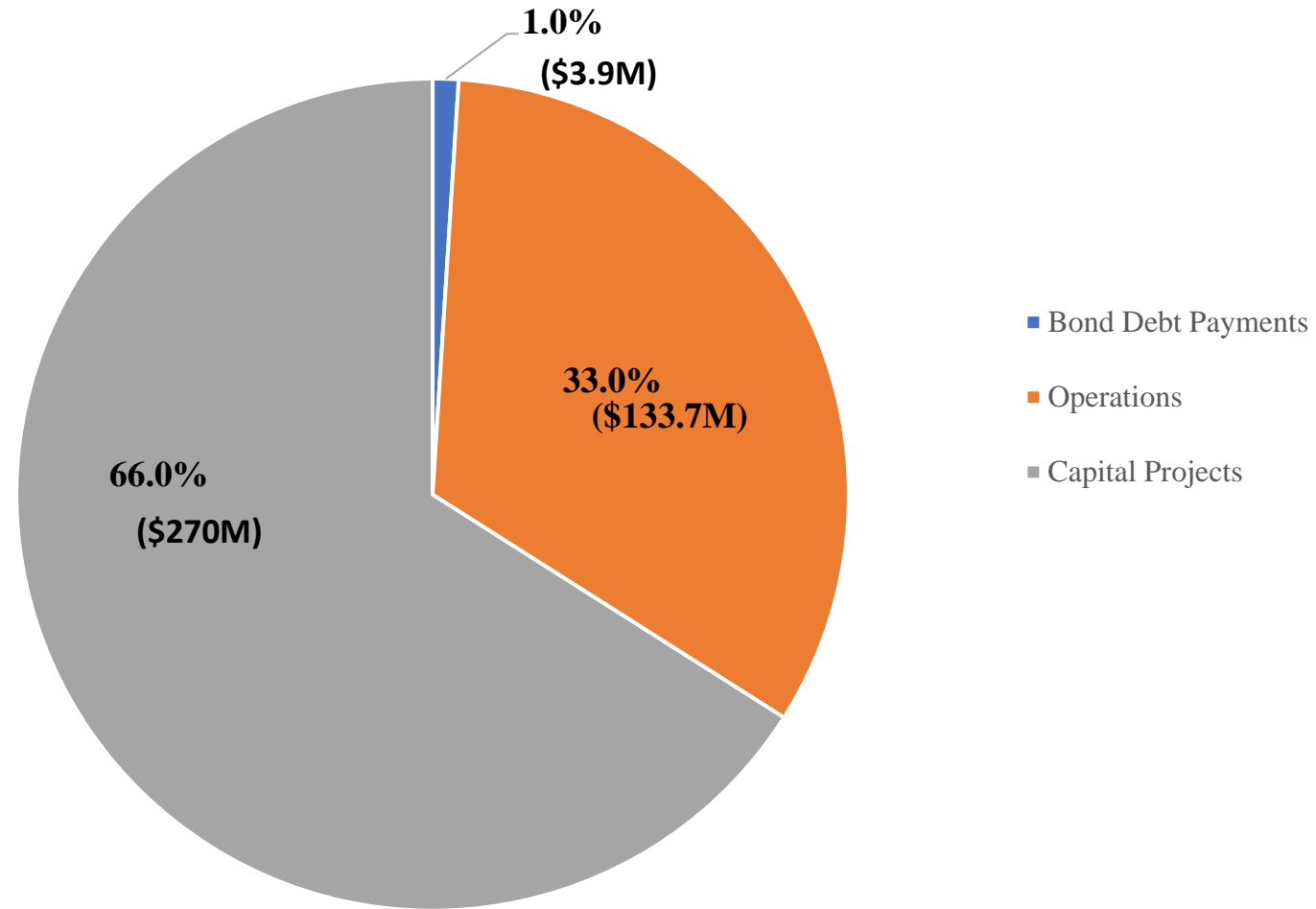


Proposed Five-Year Highway Improvement Program 2024-2028



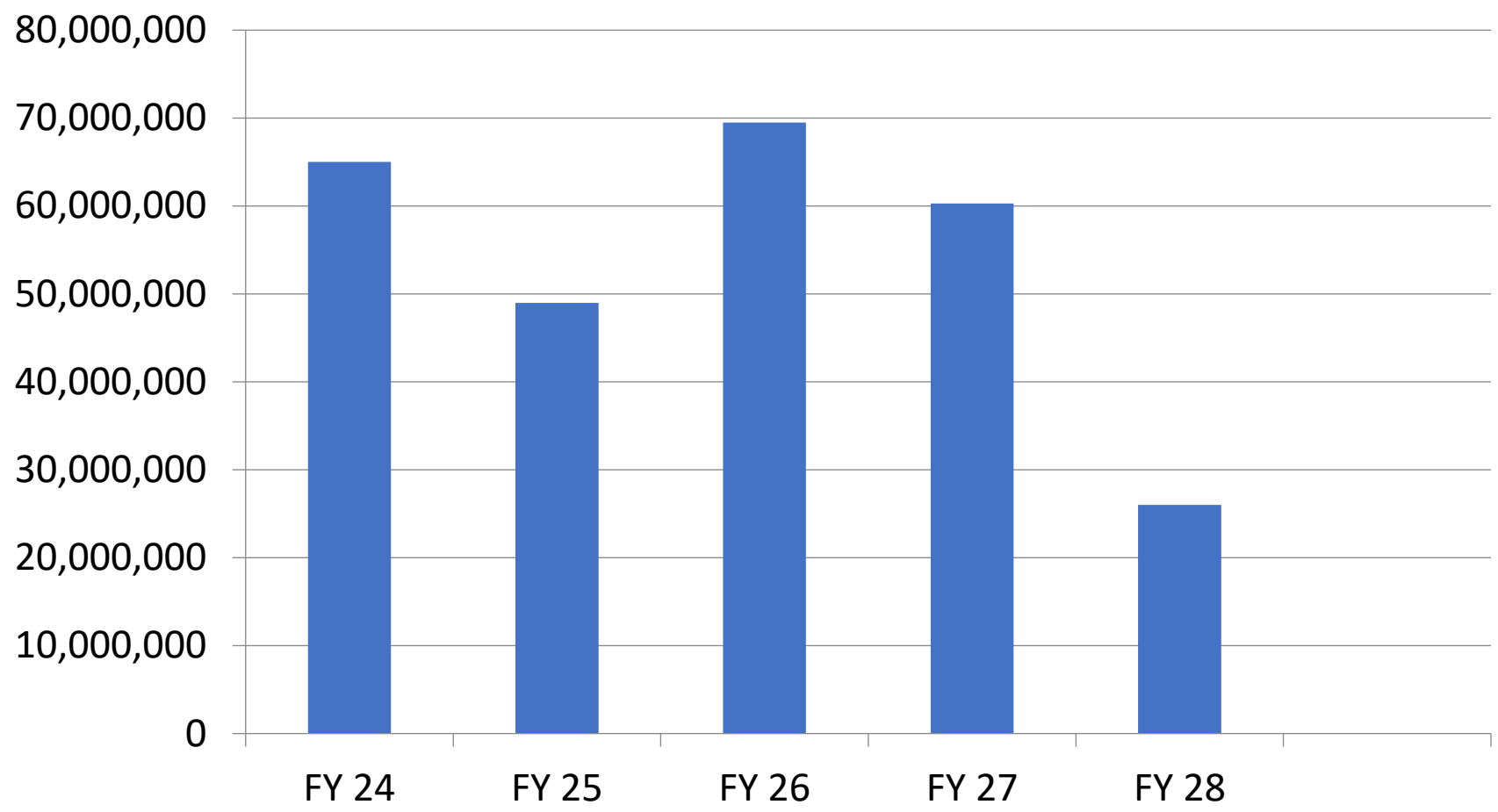


DUPAGE COUNTY FIVE-YEAR OUTLOOK \$407.3M





CAPITAL PROGRAM FY24-28





PROPOSED FY2024 BUDGET

Questions?

