DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, April 21, 2026 **10:00 AM** **Room 3500B**

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. STAFF RECOGNITION

Senior Engineering Technician Paul Wendt-25 years

5. PUBLIC COMMENT

5.A. **26-1253**
Division of Transportation Online Public Comment.

6. APPROVAL OF MINUTES

6.A. **26-1264**
DuPage County Transportation Committee Meeting-Tuesday April 7, 2026.

7. CHANGE ORDERS

7.A. **26-0891**
Al Piemonte Ford PO #7102-1-SERV Decrease remaining encumbrance and close contract to provide heavy duty truck body repairs for the Division of Transportation, contract expired June 30, 2025.

7.B. **26-0892**
Altorfer Industries PO #7069-1-SERV Decrease remaining encumbrance and close contract to provide Caterpillar replacement parts and service for the Division of Transportation, contract expired May 31, 2025.

7.C. **26-0893**
Auto Tech Centers PO #7155-1-SERV Decrease remaining encumbrance and close contract to provide Goodyear tires for the Division of Transportation, contract expired June 30, 2025.

7.D. **26-1057**
Com Ed PO #5460-1-SERV-Decrease remaining encumbrance and close contract to furnish electric utility distribution services, as needed, for the Division of Transportation; contract expired September 30, 2025.

7.E. **26-0894**

Complete Fleet Services PO #7067-1-SERV Decrease remaining encumbrance and close contract to provide on-call service and parts for the Division of Transportation, contract expired May 31, 2025.

7.F. **26-1058**

Gasaway Distributors, Inc. PO #7237-1-SERV-Decrease remaining encumbrance and close contract to furnish calcium chloride, as needed, for the Division of Transportation; contract expired September 30, 2025.

7.G. **26-0895**

Groot, Inc. PO #7058-1-SERV Decrease remaining encumbrance and close contract to provide disposal & recycling pick-up services for the Division of Transportation, contract expired May 31, 2025.

7.H. **26-0896**

Kevin's Auto Diesel PO #7066-1-SERV Decrease remaining encumbrance and close contract to provide on-call service and repairs for the Division of Transportation, contract expired May 31, 2025.

7.I. **26-0897**

Mac's Body Shop PO #7120-1-SERV Decrease remaining encumbrance and close contract to provide auto body repairs for the Division of Transportation, contract expired June 30, 2025.

7.J. **26-1015**

Morton Salt PO #7094-1-SERV Decrease remaining encumbrance and close contract to provide bulk rock salt de-icer for the Division of Transportation, contract expired May 31, 2025.

7.K. **26-0898**

Sunrise Chevrolet PO #7025-1-SERV Decrease remaining encumbrance and close contract to provide Chevrolet/GM OEM parts for the Division of Transportation, contract expired April 30, 2025.

7.L. **26-1059**

Whelen Engineering PO #7278-1-SERV-Decrease remaining encumbrance and close contract to furnish emergency lighting, as needed, for the Division of Transportation; contract expired September 30, 2025.

8. PROCUREMENT REQUISITIONS

8.A. **26-1134**

Recommendation for the approval of a contract to Lightle Enterprises of Ohio LLC, to furnish and deliver Traffic Control Devices, as needed for the Division of Transportation, for the period of June 1, 2026 through January 31, 2027, for a total contract value not to exceed $20,000; per bid #25-041-DOT, first of three optional renewals.

8.B. **26-1119**

Recommendation for the approval of a contract purchase order to Bonnell Industries, Inc., to furnish and deliver Force America parts, as needed for the Division of Transportation, for the period of June 1, 2026 through May 31, 2027, for a contract total not to exceed $25,000; per bid # 24-054-DOT, second of three optional renewals.

8.C. **DT-P-0032-26**

Recommendation for the approval of a contract to Coras Trailer Manufacturing, Inc., to furnish and deliver one new Hi-Semi Dump Trailer, for the Division of Transportation, for the period of April 29, 2026 through November 30, 2026, for a contract total amount not to exceed $51,045; per bid #26-025-DOT.

8.D. **DT-P-0033-26**

Recommendation for the approval of a contract to Haggerty Ford, Inc., to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period of June 1, 2026 through May 31, 2027, for a contract total not to exceed $100,000; per bid #24-039-DOT, second of three optional renewals.

8.E. **DT-P-0034-26**

Recommendation for the approval of a contract to Safe Step, LLC, for sidewalk saw cutting, as needed for the Division of Transportation, for the period of May 1, 2026 through April 30, 2027, for a contract total not to exceed $100,000. Contract pursuant to the Intergovernmental Cooperation Act (TIPS contract RCSP #230104).

8.F. **DT-P-0035-26**

Recommendation for the approval of a contract to Sutton Ford, Inc., to furnish and deliver two Ford Expeditions, for the Division of Transportation, for the period of April 29, 2026 through November 30, 2027, for a contract total amount not to exceed $136,731.76. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Sourcewell #081325-SNF).

8.G. **DT-P-0036-26**

Recommendation for the approval of a contract to Alfred Benesch & Company, for Professional Structural Engineering Services for various improvements as needed for the Division of Transportation, Section 26-00009-01-EG, for the period of April 28, 2026 through October 31, 2028, for a contract total not to exceed $500,000. 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.

8.H. **DT-P-0037-26**

Recommendation for the approval of a contract to Ciorba Group, Inc., to provide Professional Construction Engineering Services for the 2026 Roadway Resurfacing Program-South Region, Section 26-00331-00-RS, for the period of April 28, 2026 through May 31, 2027, for a contract total not to exceed $466,950. 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.

8.I. **DT-P-0038-26**

Recommendation for the approval of a contract to Collins Engineers, Inc., to provide Professional Bridge Inspection Services for various locations upon request, Section 26-00009-02-EG, for the period of April 28, 2026 through May 31, 2030, for a contract total not to exceed $700,000. 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.

8.J. **DT-P-0039-26**

Recommendation for the approval of a contract to H.W. Lochner, Inc., for Professional Construction Engineering Services for the 2026 Roadway Resurfacing Program (North Region), Section 26-00330-00-RS, for the period of April 28, 2026 through May 31, 2027, for a contract total not to exceed $479,147. 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.

9. AMENDING RESOLUTIONS

9.A. **26-1051**

DT-P-0103B-23 - Amendment to Resolution DT-P-0103A-23, issued to Christopher B. Burke Engineering, Ltd., for Professional Preliminary Engineering Services along the East Branch DuPage River Trail, from Butterfield Road to the Illinois Prairie Path, Section # 23-0002-08-BT, to revise Exhibit C, correct a scrivener's error and increase the funding in the amount of $794,991, resulting in an amended contract total amount of $2,421,417, an increase of 48.88% and a cumulative increase of 61.43%.

10. AWARDING RESOLUTIONS

10.A. **DT-R-0006-26**

Awarding resolution to K-Five Construction Corporation for the 2026 Roadway Resurfacing (North) Program, Section 26-00330-00-RS, for an estimated County cost of $4,918,991.26; Per lowest responsible bid.

10.B. **DT-R-0007-26**

Awarding Resolution to Builders Paving, LLC., for the 2026 Roadway Resurfacing (South) Program, Section 26-00331-00-RS, for an estimated County cost of $5,788,200.00; per lowest responsible bid.

10.C. **DT-R-0008-26**

Awarding Resolution issued to Sebert Landscaping for the 2026-2028 Highway Vegetative Maintenance Program, Section 26-LSMTC-06-LS, for an estimated County cost of $554,677.04; per lowest responsible bid.

10.D. **DT-R-0009-26**

Awarding Resolution issued to Semper Fi Landscaping, Inc. for the 2026-2028 Various Highway Landscaping Program, Section 26-HWYLS-03-LS, for an estimated County cost of $299,225: per lowest responsible bid.

11. INTERGOVERNMENTAL AGREEMENTS

11.A. **DT-R-0010-26**

Intergovernmental Agreement between the County of DuPage and Addison Township, for mowing along County roads and rights-of-way, for an estimated County cost of $23,296 annually for two years.

11.B. **DT-R-0011-26**

Intergovernmental Agreement between the County of DuPage and Bloomingdale Township, for mowing along County roads and rights-of-way, for an estimated County cost of $18,480 annually for two years.

11.C. **DT-R-0012-26**

Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream, for mowing along County roads and rights-of-way, for an estimated County cost of $24,752 annually for two years.

11.D. **DT-R-0013-26**

Intergovernmental Agreement between the County of DuPage and the City of Darien, for mowing along County roads and rights-of-way, for an estimated County cost of $39,424 annually for two years.

11.E. **DT-R-0014-26**

Intergovernmental Agreement between the County of DuPage and the Village of Glendale Heights, for mowing along County roads and rights-of-way, for an estimated County cost of $22,032 annually for two years.

11.F. **DT-R-0015-26**

Intergovernmental Agreement between the County of DuPage and the Village of Hanover Park, for mowing along County roads and rights-of-way, for an estimated County cost of $16,240 annually for two years.

11.G. **DT-R-0016-26**

Intergovernmental Agreement between the County of DuPage and the City of Naperville, for mowing along County roads and rights-of-way, for an estimated County cost of $33,632 annually for two years.

11.H. **DT-R-0017-26**

Intergovernmental Agreement between the County of DuPage and Naperville Township, for mowing along County roads and rights-of-way, for an estimated County cost of $125,136 annually for two years.

11.I. **DT-R-0018-26**

Intergovernmental Agreement between the County of DuPage and the Village of Oak Brook, for mowing along County roads and rights-of-way, for an estimated County cost of $6,864 annually for two years.

11.J. **DT-R-0019-26**

Intergovernmental Agreement between the County of DuPage and the City of Wheaton, for mowing along County roads and rights-of-way, for an estimated County cost of $1,872 annually for two years.

11.K. **DT-R-0020-26**

Intergovernmental Agreement between the County of DuPage and the Village of Willowbrook, for mowing along County roads and rights-of-way, for an estimated County cost of $22,496 annually for two years.

11.L. **DT-R-0021-26**

Intergovernmental Agreement between the County of DuPage and Winfield Township, for mowing along County roads and rights-of-way, for an estimated County cost of $43,024 annually for two years.

11.M. **DT-R-0022-26**

Intergovernmental Agreement between the County of DuPage and the Village of Woodridge, for mowing along County roads and rights-of-way, for an estimated County cost of $28,144 annually for two years.

12. GRANT PROPOSAL NOTIFICATIONS

12.A. **26-1272**

Grant Proposal Notification # 011-26 for the FY27-31 Surface Transportation Program, from the Illinois Department of Transportation, for $4,678,425.00.

13. INFORMATIONAL

13.A. **26-1265**

DuPage County FY26 Annual Program.

14. OLD BUSINESS

14.A. **26-1256**

Hinsdale Lake Terrace Rideshare 2025 Annual Report.

15. NEW BUSINESS

16. ADJOURNMENT

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
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File #: 26-1253 **Agenda Date:** 4/21/2026 **Agenda #:** 5.A.

Blakely, Heidi

From: noreply@formstack.com
Sent: Tuesday, March 24, 2026 12:12 PM
To: Web Master; County Board Public Comment
Subject: PublicComment

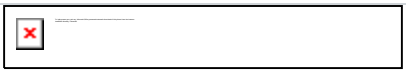
[Caution: This email originated outside Dupagecounty.gov. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

Formstack Submission For: PublicComment

Submitted at 03/24/26 12:11 PM

Meeting Date:	04/07/26
Meeting:	Transportation Committee
Name:	Jess Stephen
Organization:	
Address:	Signature on file
Daytime Phone:	
Subject:	New Traffic Light Study
Comment:	I am writing to request that the Village consider studying the intersection of Burlington Avenue and Yackley Avenue (County Road 40) due to ongoing safety concerns for both motorists and pedestrians. This intersection presents a significant hazard. A fatal traffic accident has already occurred at this location, highlighting the seriousness of the risk. Burlington Avenue runs parallel to the railroad tracks and is heavily used by commuters exiting the Lisle Metra station. Many drivers turn left (southbound)

onto Yackley Avenue, where visibility is severely limited. The railroad bridge carrying Yackley Avenue over the tracks creates a near-blind turn, making it difficult for drivers to see northbound traffic approaching the intersection. This limited sight distance significantly increases the likelihood of collisions.
In addition to vehicular safety concerns, pedestrian access is extremely limited. Several apartment complexes are located on the northwest corner of the intersection, yet residents lack a safe, accessible way to cross Yackley Avenue. This creates a barrier to reaching key community destinations, including the local high school, community park, downtown Lisle, and the Metra station. The absence of a pedestrian crossing disproportionately impacts residents who rely on walking or public transportation.
Given these conditions, I respectfully request that the committee consider conducting a traffic and pedestrian safety study at this intersection, including evaluation of a traffic signal and marked pedestrian crossing. I would be grateful for any guidance regarding next steps, additional information needed, or opportunities for public input as part of this process.



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

File #: 26-1264 **Agenda Date:** 4/21/2026 **Agenda #:** 6.A.

DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, April 7, 2026 **10:00 AM** **Room 3500B**

1. CALL TO ORDER

The 10:00 AM Transportation Committee meeting was called to order by Chair Ozog at 10:00 AM.

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

No remarks were offered.

4. PUBLIC COMMENT

4.A. **26-1179**
Online Public Comment

All online submissions of public comment for the April 7, 2026 Transportation Committee meeting are included for the record in their entirety, see attached item 26-1179.

Belinda Mahon: (Attendance only) East Branch DuPage River Trail

The following individuals made public comment in person:
Monica Powers: East Branch DuPage River Trail
Steve Johnson: East Branch DuPage River Trail

5. APPROVAL OF MINUTES

5.A. **26-0920**
DuPage County Transportation Committee Meeting-Tuesday March 3, 2026.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

6. CHANGE ORDERS

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

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

6.A. **26-0874**
Henderson Products PO #7024-1-SERV-Decrease remaining encumbrance and close contract to furnish replacement parts and repair services for the Division of Transportation; contract expired May 31, 2025.

6.B. **26-0871**
Hopkins Ford PO #6935-1-SERV-Decrease remaining encumbrance and close contract to furnish hybrid transmission parts for the Division of Transportation; contract expired March 31, 2025.

6.C. **26-0855**
K-Five Construction PO #6911-1-SERV- Decrease remaining encumbrance and close contract to furnish bituminous paving materials for the Division of Transportation; contract expired on March 31, 2025.

6.D. **26-0870**
Ozinga Concrete PO #6915-1-SERV-Decrease remaining encumbrance and close contract to furnish Portland cement concrete for the Division of Transportation; contract expired April 30, 2025.

6.E. **26-0872**
Peterbilt d/b/a JX Truck PO #6986-1-SERV-Decrease remaining encumbrance and close contract to furnish Cummins engine repair & replacement parts for the Division of Transportation; contract expired March 31, 2025.

6.F. **26-0854**
Standard Industrial PO #6869-1-SERV Decrease remaining encumbrance and close contract to furnish and deliver Rotary Lift Parts & Services for the Division of Transportation; contract expired on March 31, 2025.

6.G. **26-0873**
Superior Asphalt PO #7018-1-SERV-Decrease remaining encumbrance and close contract to furnish UPM cold patch for the Division of Transportation; contract expired March 31, 2025.

6.H. **26-0856**
Vulcan Construction PO #6912-1-SERV-Decrease remaining encumbrance and close contract to furnish coarse and fine aggregates for the Division of Transportation; contract expired March 31, 2025.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Mary Ozog

SECONDER:	Lucy Evans
AYES:	Covert, Evans, Ozog, Tornatore, and Zay
ABSENT:	Garcia

MOTION TO COMBINE ITEMS 6.I. THROUGH 6.L.

Chair Ozog moved and Member Tornatore seconded a motion to combine items 6.I. through 6.L. The motion was approved on a voice vote, all "Ayes", motion carried.

6.I. **26-0934**

Intergovernmental Agreement between the County of DuPage and the Village of Glendale Heights, for mowing along County roads and rights-of-way, to decrease the funding in the amount of $37,369.34 and close contract, resulting in a final County cost of $71,320.38, a decrease of 34.38%.

6.J. **26-0933**

Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream, for mowing along County roads and rights-of-way, to decrease the funding in the amount of $32,069.72 and close contract, resulting in a final County cost of $90,075.92, a decrease of 26.26%.

6.K. **26-0932**

Intergovernmental Agreement between the County of DuPage and Bloomingdale Township, for mowing along County roads and rights-of-way, to decrease the funding in the amount of $39,634.40 and close contract, resulting in a final County cost of $51,524.72, a decrease of 43.48%.

6.L. **26-0926**

Intergovernmental Agreement between the County of DuPage and Winfield Township, for mowing along County roads and rights-of-way, to decrease the funding in the amount of $53,077.56 and close the contract, resulting in a final County cost of $159,232.68, a decrease of 25.0%.

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

7. BUDGET TRANSFERS

7.A. **26-1100**

Budget Transfer of $25,000 from 1500-3520-50010 Fleet Overtime to 1500-3510-50010 Maintenance/Ops Overtime, additional funds needed due to the extended snow season.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

8. PROCUREMENT REQUISITIONS

MOTION TO COMBINE ITEMS 8.A. THROUGH 8.L.

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

8.A. **26-0989**

Recommendation for the approval of a contract to Sunrise Chevrolet, to furnish and deliver Chevy OEM repair and replacement parts as-needed, for the Division of Transportation, for the period May 1, 2026 through April 30, 2027, for a contract total not to exceed $15,000; per renewal of bid #24-038-DOT, second of three options to renew.

8.B. **26-0956**

Recommendation for the approval of a contract purchase order to Work Zone Safety, Inc., to furnish and deliver three (3) Wanco Frame Arrow Boards, for the Division of Transportation, for a contract total not to exceed $17,622. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2. (Bid-Buy Contract #24-494DOT-FINAD-P-69506).

8.C. **26-0987**

Recommendation for the approval of a contract to JX Truck Center, to furnish and deliver Peterbilt OEM repair and replacement parts as-needed, for the Division of Transportation, for the period May 1, 2026 through April 30, 2027, for a contract total not to exceed $20,000; per renewal of bid #24-040-DOT, second of three options to renew.

8.D. **26-1061**

Recommendation for the approval of a contract to Energicity Corporation d/b/a Rack'M Up Equipment Distributors, to pay the final invoice and retainage for the installation of the vertical rise vehicle lifts, for the Division of Transportation, for a contract total not to exceed $22,170.74. Per 55 ILCS 5/5-1022(c) not suitable to competitive bids. (Sole factory trained and authorized installer).

8.E. **26-0988**

Recommendation for the approval of a contract to Wholesale Direct, Inc., to furnish and deliver automotive emergency lighting as-needed, for the Division of Transportation, for the period May 1, 2026 through April 30, 2027, for a contract total not to exceed $25,000; per renewal of bid #23-040-DOT-RE, third and final renewal.

8.F. **26-0901**

Recommendation for the approval of a contract to AT&T Corp., to provide analog telecommunication services, as needed for the Division of Transportation, to communicate with traffic signals, for the period April 7, 2026 through February 29, 2028, for a contract total not to exceed $28,000. Contract per 55 ILCS 5/5-1022(d) exempt from bidding -(IT/Telecom purchases which do not exceed $35,000).

8.G. **DT-P-0026-26**

Recommendation for the approval of a contract purchase order to Monroe Truck Equipment, to furnish and install one (1) 144" Steel Combo Service Body for a Ford F-550 Chassis, for the Division of Transportation, for a contract total not to exceed $42,985. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #062222-AEB).

8.H. **DT-P-0027-26**

Recommendation for the approval of a contract to Old Republic Title Company, for Professional Title Insurance Services, as needed for the Division of Transportation, for the period April 14, 2026 through February 29, 2028, for a contract total not to exceed $50,000; per bid #23-110-DOT, first and final renewal.

8.I. **DT-P-0028-26**

Recommendation for the approval of a contract to Northern Contracting, Inc., to repair and install guardrails throughout the DuPage County rights of way, for the Division of Transportation, for the period of May 1, 2026 through April 30, 2027, for a total contract amount not to exceed $50,000; per bid #25-030-DOT, first of three renewal options.

8.J. **DT-P-0029-26**

Recommendation for the approval of a contract purchase order to Parsons Transportation Group, Inc., for Central Signal System Network Support Services, for the Division of Transportation, Section 26-00008-01-TL, for a contract total not to exceed $210,000. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - proprietary software.)

8.K. **DT-P-0030-26**

Recommendation for the approval of a contract to Genuine Parts Company d/b/a NAPA Auto Parts, to furnish and deliver automotive repair and replacement parts on an as-needed basis, for the Division of Transportation, for the period May 1, 2026 through April 30, 2027, for a total contract value not to exceed $230,000. Contract pursuant to the Intergovernmental Cooperation Act (Sourcewell Contract #100124-GPC).

8.L. **DT-P-0031-26**

Recommendation for the approval of a contract to First Aid Corporation, d/b/a 1st Ayd Corp., to furnish and deliver automotive aerosols and cleaners, as needed for the Division of Transportation, for the period May 1, 2026 through April 30, 2027, for a contract total not to exceed $30,000; per renewal option under bid award #24-033-DOT, second of three renewals.

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

9. AWARDING RESOLUTIONS

9.A. **DT-R-0003-26**

Awarding Resolution to K-Five Construction Corporation, for improvements to CH23/Naperville Road, from Ridgeland to I-88, Section 16-00195-06-CH, for an estimated County cost of $8,888,888.88; per lowest responsible bid.

Discussion held.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

9.B. **DT-R-0004-26**

Awarding Resolution to Precision Pavement Markings, Inc. for the 2026 Pavement Marking Maintenance Program, Section 26-00000-03-GM, for an estimated County cost of $495,076.89; per lowest responsible bid.

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

10. INTERGOVERNMENTAL AGREEMENTS

10.A. **DT-R-0005-26**

Joint Funding Agreement between the Illinois Department of Transportation and the County of DuPage, for federally funded construction of CH38/63rd Street intersection control improvements from Suffield Court to Americana Drive.

Member Deacon-Garcia entered the meeting at 10:24 AM.

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

11. OLD BUSINESS

11.A. **26-1186**

East Branch DuPage River Trail Map

Director Travia provided an update of the ongoing East Branch DuPage River Trail project. The project has been studied in two parts, north of the Illinois Prairie Path (IPP) to the Great Western Trail and south of the IPP to Butterfield Rd. The northern study is mostly complete with ongoing coordination with the Illinois Tollway. The southern study is mainly focused on selecting from three alternative alignments, or a combination of those alignments, south of Roosevelt Rd. The alignments (East, West, and "ComEd") are shown on the attached map which was provided at the meeting.

The project study is federally funded and the associated NEPA documentation is being processed through the FHWA and IDOT. A preferred alignment will be chosen in coming months after considering public involvement, environmental impacts, ROW needs, and the construction and long-term maintenance costs of each alternative. The preferred alignment will be shared with the public at a public meeting in the later part of 2026 and FHWA/IDOT design approval is anticipated in early 2027, at which point the construction portion of the project would be eligible for federal funding.

Director Travia noted that based on the public and stakeholder feedback, it became clear that additional analysis of alternatives is needed, including the potential for a bridge at 22nd Street and a combination of alternatives south of 22nd Street. To meet this need, staff anticipates bringing forward a supplement to the Phase I Engineering contract at an upcoming meeting. The supplement is anticipated to be approximately $800,000.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, Chair Ozog moved and Member Tornatore seconded a motion to adjourn the meeting. The motion was approved on Voice vote, all "Ayes", the motion carried and the meeting was adjourned at 10:29 AM..

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

File #: 26-0891 **Agenda Date:** 4/21/2026 **Agenda #:** 7.A.

4/21/26 TC

Consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 26, 2026

File ID #: 26-0691

Purchase Order #: 7102-1-SERV	**Original Purchase Order Date:** 07/01/2024	**Change Order #:** 1	**Department:** DOT
Vendor Name: DOT - Al Piemonte Ford		**Vendor #:** 41969	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Heavy Duty Body Repairs - Expired 6/30/2025 Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$15,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$15,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($15,000.00)
E	New Contract Amount (C + D)	$0.00
F	Cumulative Change Order Amount (B + D)	($15,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-100.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Feb 26, 2026	SMT	6918	3/3/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

Change Order

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

File #: 26-0892 **Agenda Date:** 4/21/2026 **Agenda #:** 7.B.

4/21/26 TC

Consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 26, 2026

File ID #: 26-0692

Purchase Order #: 7069-1-SERV	**Original Purchase Order Date:** 06/01/2024	**Change Order #:** 4	**Department:** DOT
Vendor Name: DOT - Altorfer Industries		**Vendor #:** 30492	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Caterpillar replacement parts & service - Expired 5/31/2025 Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$85,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$85,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($17,919.17)
E	New Contract Amount (C + D)	$67,080.83
F	Cumulative Change Order Amount (B + D)	($17,919.17)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-21.08%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM Prepared By	6911 Phone Ext.	Feb 26, 2026 Date	SM Recommended for Approval	6910 Phone Ext.	3/3/26 Date
 Reviewed by Procurement Officer	3/26/2026 Date		 Completed by Buyer		 Date

Change Order

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

File #: 26-0893 **Agenda Date:** 4/21/2026 **Agenda #:** 7.C.

4/21/26 TC

Consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 26, 2026

File ID #: 26-0893

Purchase Order #: 7155-1-SERV	**Original Purchase Order Date:** 07/01/2024	**Change Order #:** 2	**Department:** DOT
Vendor Name: DOT - Auto Tech Centers		**Vendor #:** 11260	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Good Year Tires (Expired 6/30/2025) Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$175,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$175,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($59,414.66)
E	New Contract Amount (C + D)	$115,585.34
F	Cumulative Change Order Amount (B + D)	($59,414.66)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-33.95%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM Prepared By	6911 Phone Ext.	Feb 26, 2026 Date	SAT Recommended for Approval	6910 Phone Ext.	3/3/26 Date
[signature] Reviewed by Procurement Officer	3/26/2026 Date		_____ Completed by Buyer	_____ Date	

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

File #: 26-1057 **Agenda Date:** 4/21/2026 **Agenda #:** 7.D.

Consent
PW 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Mar 26, 2026

File ID #: 26-1057

Purchase Order #: 5460-1-SERV	**Original Purchase Order Date:** 10/01/2021	**Change Order #:** 1	**Department:** DOT
Vendor Name: DOT - Com Ed		**Vendor #:** 10023	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Electric Utility Distribution Services as needed for DOT- expired 9/30/2025 Decrease remaining encumbrance and close contract.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting Contract Value	$575,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$575,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($94,805.25)
E	New Contract Amount (C + D)	$480,194.75
F	Cumulative Change Order Amount (B + D)	($94,805.25)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-16.49%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Mar 26, 2026			
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
				1910	3/25/26
	3/26/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

Change Order

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

File #: 26-0894 **Agenda Date:** 4/21/2026 **Agenda #:** 7.E.

4/21/26 TC

consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 26, 2026

File ID #: 26-0894

Purchase Order #: 7067-1-SERV	**Original Purchase Order Date:** 06/01/2024	**Change Order #:** 1	**Department:** DOT
Vendor Name: DOT - Complete Fleet Serv		**Vendor #:** 40576	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	On-Call repair service & repair parts - Expired 5/31/2025 Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$30,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$30,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($30,000.00)
E	New Contract Amount (C + D)	$0.00
F	Cumulative Change Order Amount (B + D)	($30,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-100.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Feb 26, 2026	SMT	6910	3/3/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	3/26/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

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

File #: 26-1058 **Agenda Date:** 4/21/2026 **Agenda #:** 7.F.

Consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Mar 26, 2026

File ID #: 26-1058

Purchase Order #: 7237-1-SERV	**Original Purchase Order Date:** 10/01/2024	**Change Order #:** 1	**Department:** DOT
Vendor Name: DOT - Gasaway Dist Inc		**Vendor #:** 11295	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Liquid Calcium Chloride as needed - expired 9/30/2025 Decrease remaining encumbrance and close contract.		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$20,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$20,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($20,000.00)
E	New Contract Amount (C + D)	$0.00
F	Cumulative Change Order Amount (B + D)	($20,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-100.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Mar 26, 2026	SM	6910	3/25/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
Reviewed by Procurement Officer	3/26/2026 Date		Completed by Buyer		Date

Change Order

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

File #: 26-0895 **Agenda Date:** 4/21/2026 **Agenda #:** 7.G.

4/21/26 TC

Consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 26, 2026

File ID #: 26-0895

Purchase Order #: 7058-1-SERV	**Original Purchase Order Date:** 06/01/2024	**Change Order #:** 2	**Department:** DOT
Vendor Name: DOT - Groot Inc		**Vendor #:** 27954	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	To provide refuse disposal & recycling pick-up services - Expired 5/31/2025 Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$25,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$25,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($10,012.24)
E	New Contract Amount (C + D)	$14,987.76
F	Cumulative Change Order Amount (B + D)	($10,012.24)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-40.05%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Feb 26, 2026	SMT	6910	3/3/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	3/26/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

Change Order

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

File #: 26-0896 **Agenda Date:** 4/21/2026 **Agenda #:** 7.H.

4/21/26 TC

consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 26, 2026

File ID #: 26-0896

Purchase Order #: 7066-1-SERV	**Original Purchase Order Date:** 06/01/2024	**Change Order #:** 1	**Department:** DOT
Vendor Name: DOT - Kevin's Auto Diesel		**Vendor #:** 32250	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	On-Call repair service & repair parts for diesel trucks - Expired 5/31/2025 Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$30,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$30,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($30,000.00)
E	New Contract Amount (C + D)	$0.00
F	Cumulative Change Order Amount (B + D)	($30,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-100.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Feb 26, 2026	[signature]	6910	3/3/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	3/26/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

Change Order

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

File #: 26-0897 **Agenda Date:** 4/21/2026 **Agenda #:** 7.I.

4/21/26 TC

consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 26, 2026

File ID #: 26-0897

Purchase Order #: 7120-1-SERV	**Original Purchase Order Date:** 07/01/2024	**Change Order #:** 1	**Department:** DOT
Vendor Name: DOT - Macs Body Shop		**Vendor #:** 10197	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Body Repairs Expired 6/30/25 Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$79,900.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$79,900.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($36,361.02)
E	New Contract Amount (C + D)	$43,538.98
F	Cumulative Change Order Amount (B + D)	($36,361.02)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-45.51%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Feb 26, 2026	Scott	6910	3/3/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
[signature]	3/26/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

Change Order

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

File #: 26-1015 **Agenda Date:** 4/21/2026 **Agenda #:** 7.J.

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

7094-1-SERV
PURCHASE ORDER NO.

DT-R-0021-24
RESOLUTION NUMBER

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

03/09/2026
DATE

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		10435	5/31/2025	11/30/2025	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-FY24-1500-3510-52270						Bulk Rock Salt De-Icer		108,500.00
LN2-FY25-1500-3510-52270						Section 24-0SALT-01-MS		1,000,000.00
						Consent Item Change Order		
						Decrease remaining encumbrance and close contract.		
LN2-FY25-1500-3510-52270						Decrease		-92,091.55
							TOTAL	$1,016,408.45

REMIT TO:
Morton Salt, Inc. 444 W. Lake Street, Suite 2900, Chicago, IL 60606

COMMITTEE APPROVAL	DATE
Transportation	
County Board	

Signature on file

3/9/26
DATE

FORM PR770 REV. 1193

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

File #: 26-0898 **Agenda Date:** 4/21/2026 **Agenda #:** 7.K.

4/21/26 TC

Consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: Feb 25, 2026

File ID #: 26-0898

Purchase Order #: 7025-1-SERV	**Original Purchase Order Date:** 05/01/2024	**Change Order #:** 2	**Department:** DOT
Vendor Name: DOT - Sunrise Chevorlet		**Vendor #:** 11645	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Chevrolet/GM OEM Parts - Expired 4/30/2025 Decrease remaining encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$15,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$15,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($11,697.14)
E	New Contract Amount (C + D)	$3,302.86
F	Cumulative Change Order Amount (B + D)	($11,697.14)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-77.98%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Feb 25, 2026		6910	3/3/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	3/26/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

Change Order

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

File #: 26-1059 **Agenda Date:** 4/21/2026 **Agenda #:** 7.L.

Consent
DOT 4/7
CB 4/14

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Mar 26, 2026

File ID #: 26-1059

Purchase Order #: 7278-1-SERV	**Original Purchase Order Date:** 10/01/2024	**Change Order #:** 1	**Department:** DOT
Vendor Name: DOT - Whelen Engineering		**Vendor #:** 44810	**Dept. Contact:** Patricia Miller
Action Requested and Reason for Change Order Request:	Emergency Lighting - Expired 9/30/25 Decrease encumbrance & close contract		

IN ACCORDANCE WITH 720 ILCS 5/33E-9

☐ (A) Were not reasonably foreseeable at the time the contract was signed.

☐ (B) The change is germane to the original contract as signed.

☒ (C) Is in the best interest for the County of DuPage and authorized by law.

	INCREASE/DECREASE	
A	Starting Contract Value	$15,000.00
B	Net $ Change for Previous Change Order	
C	Current Contract Amount (A + B)	$15,000.00
D	Amount of this Change Order ☐ Increase ☒ Decrease	($15,000.00)
E	New Contract Amount (C + D)	$0.00
F	Cumulative Change Order Amount (B + D)	($15,000.00)
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	-100.00%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (≤59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☒ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☐ Contract Extension Greater Than 59 Days From _____ to: _____ ☐ Cancel Contract

☐ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

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

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - *Initials Only*

PM	6911	Mar 26, 2026		6912	4/25/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
	3/26/2026				
Reviewed by Procurement Officer	Date		Completed by Buyer		Date

Transportation Requisition under $30,000

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

File #: 26-1134 **Agenda Date:** 4/21/2026 **Agenda #:** 8.A.

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1134	RFP, BID, QUOTE OR RENEWAL #: #25-041-DOT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $20,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $80,000.00
	CURRENT TERM TOTAL COST: $20,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL

Vendor Information		*Department Information*	
VENDOR: Lightle Enterprises of Ohio LLC	VENDOR #: 39597	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Samantha Wilson	VENDOR CONTACT PHONE: 740-998-5363	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: samantha@lightleenterprises.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-52	

Overview

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

Recommendation for the approval of a contract to Lightle Enterprises of Ohio LLC., to furnish and deliver Traffic Control Devices for the Division of Transportation on an as-needed basis, for the period June 1, 2026 through January 31, 2027, for a total contract value not to exceed $20,000.00; per lowest responsible bid #25-041-DOT, first of three options to renew.

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

Traffic control devices ensure work zone protection for DuPage County staff and maintain safe roadways for the motoring public.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Lightle Enterprises of Ohio LLC	Vendor#: 39597	Dept: Division of Transportation	Division: Accounts Payable
Attn: Samantha Wilson	Email: samantha@lightleenterprises.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: PO Box 329	City: Franfort	Address: 421 N. County Farm Road	City: Wheaton
State: OH	Zip: 45628	State: IL	Zip: 60187
Phone: 740-998-5363	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Lightle Enterprises of Ohio LLC	Vendor#: 39597	Dept: Division of Transportation	Division: Sign Shop
Attn: Hedi Cunningham	Email: hcunningham@lightleenterprises.com	Attn: John Gavurnik	Email: john.gavurnik@dupagecounty.gov
Address: same as above.	City:	Address: 140 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 740-998-5363	Fax:	Phone: 630-407-6936	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2026	Contract End Date (PO25): Jan 31, 2027

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		Traffic Control Devices	FY26	1500	3510	52270		10,000.00	10,000.00
2	1	EA		Traffic Control Devices	FY27	1500	3510	52270		10,000.00	10,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 20,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver traffic control devices on an as-needed basis for the DOT Sign Shop.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Samantha Wilson, Hedi Cunningham, Ed Morgan, John Gavurnik, David Koehler, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
TRAFFIC CONTROL DEVICES 25-041-DOT
BID TABULATION

				Barricade Lites, Inc.		**Traffic Control & Protection, LLC dba High Star Traffic** ✓		**Lightle Enterprises of Ohio, LLC** ✓		All In Safety Corp.	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	**PRICE**	**EXTENDED PRICE**	**PRICE**	**EXTENDED PRICE**	PRICE	EXTENDED PRICE
1	28” Orange Cones with Reflective Collar	EA	250	$ 16.45	$ 4,112.50	**$ 18.30**	**$ 4,575.00**	**$ 15.30**	**$ 3,825.00**	$ 10.85	$ 2,712.50
2	Orange Traffic Barrel	EA	50	$ 48.05	$ 2,402.50	**$ 57.70**	**$ 2,885.00**	**$ 43.00**	**$ 2,150.00**	$ 64.98	$ 3,249.00
3	Tire Ring for Orange Traffic Barrel	EA	20	$ 10.00	$ 200.00	**$ 5.40**	**$ 108.00**	**$ 4.60**	**$ 92.00**	$ 6.00	$ 120.00
4	Verticade	EA	50	$ 162.42	$ 8,121.00	**$ 146.00**	**$ 7,300.00**	**NO BID**		NO BID	
5	Orange Vertical Panel	EA	50	$ 59.75	$ 2,987.50	**$ 54.15**	**$ 2,707.50**	**$ 26.00**	**$ 1,300.00**	$ 30.88	$ 1,544.00
6	20 lb. Rubber Base for Orange Vertical Panel	EA	50	$ 19.95	$ 997.50	**$ 20.25**	**$ 1,012.50**	**$ 18.50**	**$ 925.00**	$ 23.56	$ 1,178.00
7	Barricade D-Cell LED Bi-Directional Barricade Light w/ Batteries & Bolts	EA	50	$ 28.75	$ 1,437.50	**$ 22.80**	**$ 1,140.00**	**$ 18.50**	**$ 925.00**	$ 21.13	$ 1,056.50
8	Type I Barricade	EA	100	$ 75.10	$ 7,510.00	**$ 78.35**	**$ 7,835.00**	**$ 55.00**	**$ 5,500.00**	NO BID	
9	Type I Barricade – Extended Legs	EA	25	$ 80.05	$ 2,001.25	**$ 130.90**	**$ 3,272.50**	**$ 59.00**	**$ 1,475.00**	NO BID	
10	Type III Barricade	EA	10	$ 236.50	$ 2,365.00	**$ 234.60**	**$ 2,346.00**	**$ 247.00**	**$ 2,470.00**	NO BID	
11	6’ A-Frame & Board Barricade	EA	10	$ 156.45	$ 1,564.50	**$ 156.25**	**$ 1,562.50**	**$ 157.00**	**$ 1,570.00**	NO BID	
12	8’ A-Frame & Board Barricade	EA	10	$ 189.95	$ 1,899.50	**$ 185.50**	**$ 1,855.00**	**$ 192.00**	**$ 1,920.00**	NO BID	
13	10’ A-Frame & Board Barricade	EA	10	$ 222.60	$ 2,226.00	**$ 214.50**	**$ 2,145.00**	**$ 227.00**	**$ 2,270.00**	NO BID	
			GRAND TOTAL		$ 37,824.75		**$ 38,744.00**		**$ 24,422.00**		$ 9,860.00

NOTE
1. Lightle Enterprises of Ohio, LLC's had two (2) corrections to the bid tab.
   a. NO. 4 was adjusted to NO BID, as Bidder is unable to meet the specifications for this item.
   b. GRAND TOTAL decreased by ($1,300.00), from $25,722.00, for an adjusted GRAND TOTAL of $24,422.00.

Bid Opening 4/16/25 @ 2:30 PM	BR, HK, SR
Invitations Sent	150
Total Vendors Requesting Documents	4
Total Bid Responses	4

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	~~25-065~~ 25-041 -DOT
COMPANY NAME:	Lightle Enterprises of Ohio, LLC
CONTACT PERSON:	Samantha Wilson
CONTACT EMAIL:	samantha@lightleenterprises.com

Section II: Pricing

Quantities listed are estimates and provided for bid canvassing purposes. All goods are to be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	28" Orange Cones with Reflective Collar	EA	250	$ 15.30	$ 3825.00
2	Orange Traffic Barrel	EA	50	$ 43.00	$ 2150.00
3	Tire Ring for Orange Traffic Barrel	EA	20	$ 4.60	$ 92.00
4	Verticade	EA	50	$ 26.00	$ 1300.00
5	Orange Vertical Panel	EA	50	$ 26.00	$ 1300.00
6	20 lb. Rubber Base for Orange Vertical Panel	EA	50	$ 18.50	$ 925.00
7	Barricade D-Cell LED Bi-Directional Barricade Light w/ Batteries & Bolts	EA	50	$ 18.50	$ 925.00
8	Type I Barricade	EA	100	$ 55.00	$ 5500.00
9	Type I Barricade – Extended Legs	EA	25	$ 59.00	$ 1475.00
10	Type III Barricade	EA	10	$ 247.00	$ 2470.00
11	6' A-Frame & Board Barricade	EA	10	$ 157.00	$ 1570.00
12	8' A-Frame & Board Barricade	EA	10	$ 192.00	$ 1920.00
13	10' A-Frame & Board Barricade	EA	10	$ 227.00	$ 2270.00
				GRAND TOTAL	$ 25722.00

GRAND TOTAL
(In words) twenty five thousand seven hundred twenty-two and 00/100 dollars

Section III: Unspecified Devices Pricing

For Traffic Control Devices not specified, Bidder shall provide a firm percentage mark-up or discount to its current price list or invoices.

NO.	ITEM	MARK-UP OR DISCOUNT
1	Unspecified Traffic Control Devices Cortina Pricing	15 %

Section IV: Certification

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

Printed Name: David R. Lightle Signature Signature on file

Title: Member Date: 04/16/2025

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

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	25-041-DOT
COMPANY NAME:	Lightle Enterprises of Ohio, LLC
MAIN ADDRESS:	22 E. Springfield St.
CITY, STATE, ZIP CODE:	Frankfort, OH 45628
TELPHONE NO.:	740-998-5363
BID CONTACT PERSON:	David Lightle
CONTACT EMAIL:	dlightle@lightleenterprises.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Lightle Enterprises of Ohio LLC	NAME:	Lightle Enterprises of Ohio, LLC
CONTACT:	Samantha Wilson	CONTACT:	Heidi Cunningham
ADDRESS:	P.O. Box 329	ADDRESS:	P.O. Box 329
CITY, ST., ZIP:	Frankfort, OH 45628	CITY, ST., ZIP:	Frankfort, OH 45628
PHONE NO.:	740-998-5363	PHONE NO.:	740-998-5363
EMAIL:	Samantha@lightleenterprises.com	EMAIL:	hcunningham@lightleenterprises.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole Proprietor ☐ A Member authorized to sign on behalf of the Partnership ☐ An Officer of the Corporation ☐ A Member of the Joint Venture

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

Dave L. Lightle
(President or Partner)

David R Lightle
(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, _____, and _____ issued thereto.

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

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

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

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

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

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

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

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

Signature on file

Printed Name: David R Lightle

Signature: _____

Title: Member

Date: 03/31/2025

Rev. 1-2025

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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Lightle Enterprises of Ohio, LLC located at 22 E. Springfield St., Frankfort, OH 45628, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #25-041-DOT which became effective on 6/1/2025 and which will expire 5/31/2026. The contract is subject to the first of three options to renew for an eight (8) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 1/31/2027.

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

THE COUNTY OF DUPAGE	**CONTRACTOR**
	Signature on file
SIGNATURE	
Henry Kocker	David R. Lightle
PRINTED NAME	PRINTED NAME
Buyer I	Member
PRINTED TITLE	PRINTED TITLE
	03/12/2026
DATE	DATE

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	**25-041-DOT**
COMPANY NAME:	Lightle Enterprises of Ohio, LLC
CONTACT PERSON:	David R. Lightle
CONTACT EMAIL:	dlightle@lightleenterprises.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: David R. Lightle

Signature: Signature on file

Title: Member

Date: March 12, 2026

Transportation Requisition under $30,000

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

File #: 26-1119 **Agenda Date:** 4/21/2026 **Agenda #:** 8.B.

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1119	RFP, BID, QUOTE OR RENEWAL #: #24-054-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $25,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $100,000.00
	CURRENT TERM TOTAL COST: $25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: Bonnell Industries, Inc.	VENDOR #: 10192	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Tessa Smice	VENDOR CONTACT PHONE: 815-284-3819	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: t.smice@bonnell.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-53	

Overview

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

Recommendation for the approval of a contract to Bonnell Industries, to furnish and deliver Force America Parts on an as-needed basis for the Division of Transportation, for the period of June 1, 2026 through May 31, 2027, for a total contract value not to exceed $25,000.00; per renewal option under bid award #24-054-DOT, second of three options to renew.

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

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

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Bonnell Industries, Inc.	Vendor#: 10192	Dept: Division of Transportation	Division: Accounts Payable
Attn: Tessa Smice	Email: t.smice@bonnell.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1385 Franklin Grove Road	City: Dixon	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61021	State: IL	Zip: 60187
Phone: 815-284-3819	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Bonnell Industries, Inc.	Vendor#: 10192	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2026	Contract End Date (PO25): May 31, 2027

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Force America Parts	FY26	1500	3520	52250		12,500.00	12,500.00
2	1	EA		Force America Parts	FY27	1500	3520	52250		12,500.00	12,500.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 25,000.00

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

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

✓

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

NOTES

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

SECTION 7 - BID FORM PRICING

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

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

SECTION 8 - BID FORM SIGNATURE PAGE

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

X Signature on file Contract Representative
(Signature and Title)

CORPORATE SEAL
(If available)

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

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

Signature on file

My Commission Expires: 5-13-24

Official Seal
Terry A Joyce
Notary Public State of Illinois
My Commission Expires 05/13/2024

SEAL

SECTION 9 - MANDATORY FORM
FORCE AMERICA PARTS 24-054-DOT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Bonnell Industries, Inc.		
Main Business Address	1385 Franklin Grove Rd.		
City, State, Zip Code	Dixon, IL 61021		
Telephone Number	815-284-3819	Email Address	t.smice@bonnell.com
Bid Contact Person	Tessa Smice		

The undersigned certifies that he is:

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

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

Signature on file

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

Addenda No. ___, _____, _____, and ___ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

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

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED AND INSTALLED

(FREIGHT INCLUDED IN PRICE)

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

CONTRACT RENEWAL AGREEMENT

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

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-054-DOT which became effective on 6/1/2025 and which will expire 5/31/2026. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2027.

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

THE COUNTY OF DUPAGE	CONTRACTOR
	Signature on file
SIGNATURE	SIGNATURE
Henry Kocker	Tessa Smice
PRINTED NAME	PRINTED NAME
Buyer I	Contract Representative
PRINTED TITLE	PRINTED TITLE
	03-09-2026
DATE	DATE

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	**24-054-DOT**
COMPANY NAME:	Bonnell Industries, Inc.
CONTACT PERSON:	Tessa Smile
CONTACT EMAIL:	t.smile@bonnell.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

Section IV: Certification

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

Printed Name: Tessa Smile Signature: Signature on file

Title: Contract Representative Date: 03-09-2026

Rev. 1-2025

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

File #: DT-P-0032-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.C.

AWARDING RESOLUTION
ISSUED TO CORAS TRAILER MANUFACTURING, INC.
TO FURNISH AND DELIVER ONE (1) NEW HI-SEMI DUMP TRAILER
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $51,045.00)

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

WHEREAS, the lowest responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Coras Trailer Manufacturing, Inc., d/b/a/ Coras Welding Shop, Inc., to furnish and deliver one (1) new Hi-Semi Dump Trailer, as needed for the Division of Transportation, for the period April 29, 2026 through November 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver one (1) New Hi-Semi Dump Trailer, for the Division of Transportation, is hereby approved for issuance to Coras Trailer Manufacturing, Inc., 1901 N Shabbona Street, Streator, IL, 61364, for a contract total not to exceed $51,045.00, per lowest responsible bid # 26-025-DOT.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1210	RFP, BID, QUOTE OR RENEWAL #: #26-025-DOT	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $51,045.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $51,045.00
	CURRENT TERM TOTAL COST: $51,045.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Coras Trailer Manufacturing Inc. d/b/a Coras Welding Shop, Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brian Ruff	VENDOR CONTACT PHONE: 815-672-7950	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: salesrep@corastrailers.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-54	

Overview

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

Recommendation for the approval of a contract purchase order to Coras Trailer Manufacturing Inc. d/b/a Coras Welding Shop, Inc. to furnish and deliver one (1) HI-Semi Dump Trailer for the Division of Transportation, for a contract total not to exceed $51,045.00; per lowest responsible bid #26-025-DOT.

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

The purchase of one Hi-Semi Dump Trailer will be used to transport materials for various road maintenance and repair projects throughout DuPage County, improving the quality and rideability of our roadway systems.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

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

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Coras Trailer Manufacturing Inc. d/b/a Coras Welding Shop, Inc.	Vendor#:	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brian Ruff	Email: salesrep@corastrailers.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 1901 N. Shabbona St.	City: Streator	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 61364	State: IL	Zip: 60187
Phone: 815-672-7950	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Coras Trailer Manufacturing Inc. d/b/a Coras Welding Shop, Inc.	Vendor#:	Dept: Division of Transportation	Division: Fleet Department
Attn: Spring Berg - Controller	Email: info@corastrailers.com	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: 1901 N. Shabbona St.	City: Streator	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 601364	State: IL	Zip: 60187
Phone: 815-672-7950	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 29, 2026	Contract End Date (PO25): Nov 30, 2026

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		HI-Semi Dump Trailer	FY26	1500	3510	54130		51,045.00	51,045.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 51,045.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver one (1) HI-Semi Dump Trailer for DOT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Brian Ruff, William Bell, David Koehler, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. FY26 Capital Purchase.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
HI-SEMI DUMP TRAILER 26-025-DOT
BID TABULATION

✓

NO.	ITEM	UOM	QTY	**Coras Trailer Manufacturing Inc. dba Coras Welding Shop Inc.**	Midwest Trailer Manufacturing LLC	Clement Industries, Inc.	Iloca Services Inc. #1	Iloca Services Inc. #2	Taza Supplies Inc.
				PRICE	PRICE	PRICE	PRICE	PRICE	PRICE
1	HI-Semi Dump Trailer ¼ Frame	EA	1	**$ 51,045.00**	$ 55,184.18	$ 60,115.00	$ 62,850.00	$ 68,295.00	$ 71,640.40

NOTES
1. Aria Contracting Sales & Services, Inc. was deemed non-responsive for not providing pricing.

Bid Opening 3/24/26 @ 2:30 PM	SR, HK
Invitations Sent	23
Total Vendors Requesting Documents	8
Total Bid Responses	7

BID PRICING FORM

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-025-DOT
COMPANY NAME:	Coras Welding Shop, Inc. dba Coras Trailer Manufacturing, Inc.
CONTACT PERSON:	Brian Ruff
CONTACT EMAIL:	salesrep@corastrailers.com; info@corastrailers.com

Section II: Pricing

F.O.B: All goods are to be shipped F.O.B. Destination.

NO.	ITEM	UOM	QTY	PRICE
1	HI-Semi Dump Trailer ¼ Frame	EA	1	$900.00
GRAND TOTAL (In words)	fifty-one thousand and forty-five dolarrs and no cents = $51,045.00			

Section III: Certification

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

Printed Name: Carlos Castaneda Signature Signature on file

Title: President Date: 3/10/26

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

MANDATORY FORM

Section I: Contact Information

Complete the contact information below.

BID NUMBER:	26-025-DOT
COMPANY NAME:	Coras Welding Shop, Inc. dba Coras Trailer Manufacturing, Inc.
MAIN ADDRESS:	1901 N Shabbona St.
CITY, STATE, ZIP CODE:	Streator, IL 61364
TELPHONE NO.:	(815) 672-7950
BID CONTACT PERSON:	Brian Ruff
CONTACT EMAIL:	salesrep@corastrailers.com

Section II: Contract Administration Information

Complete the contract administration information below.

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME:	Coras Trailer Manufacturing Inc.	NAME:	Coras Trailer Manufacturing Inc
CONTACT:	Brian Ruff	CONTACT:	Spring Berg - Controller
ADDRESS:	1901 N Shabbona St	ADDRESS:	1901 N Shabbona St
CITY, ST., ZIP:	Streator, IL 61364	CITY, ST., ZIP:	Streator, IL 61364
PHONE NO.:	(815) 672-7950	PHONE NO.:	(815) 672-7950
EMAIL:	salesrep@corastrailers.com	EMAIL:	info@corastrailers.com

Section III: Certification

The undersigned certifies that they are:

☐ The Owner or Sole Proprietor	☐ A Member authorized to sign on behalf of the Partnership	☑ An Officer of the Corporation	☐ A Member of the Joint Venture

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

Carlos Castaneda - President
(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

Printed Name: Carlos Castaneda

Signature: Signature on file

Title: President

Date: 3/10/2026

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-025-DOT
COMPANY NAME:	Coras Welding Shop, Inc. dba Coras Trailer Manufacturing, Inc.
CONTACT PERSON:	Brian Ruff
CONTACT EMAIL:	salesrep@corastrailers.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☑ No

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

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

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

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

- ☐ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: Carlos Castaneda Signature: Signature on file

Title: President Date: 3/10/2026

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

File #: DT-P-0033-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.D.

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

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

WHEREAS, the lowest most responsible bidder has been designated, and the Transportation Committee recommends County Board approval for the issuance of a contract to Haggerty Ford, Inc., to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2026 through May 31, 2027.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Ford/Motorcraft repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2026 through May 31, 2027, is hereby approved for issuance to Haggerty Ford, Inc., 330 East Roosevelt Road, West Chicago, Illinois 60185, for a contract total not to exceed $100,000.00, second of three options to renew.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1120	RFP, BID, QUOTE OR RENEWAL #: #24-039-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: $100,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: $400,000.00
	CURRENT TERM TOTAL COST: $100,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: SECOND RENEWAL
Vendor Information		*Department Information*	
VENDOR: Haggerty Ford, Inc.	VENDOR #: 12084	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ron Edwards	VENDOR CONTACT PHONE: 630-231-3200	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: redwards@haggertyautogroup.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-49	

Overview

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

Recommendation for the approval of a contract to Haggerty Ford, to furnish and deliver Genuine Ford & Motor-Craft Vehicle Parts on an as-needed basis for the Division of Transportation, for the period of June, 1, 2026 through May 31, 2027, for a total contract value not to exceed $100,000.00, per renewal option under bid award #24-039-DOT, second of three options to renew.

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

Genuine Ford & Motor-Craft Vehicle Parts, are used to repair and maintain the County's fleet of ford vehicles.

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED RENEWAL	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.

SECTION 3: DECISION MEMO

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

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Haggerty Ford, Inc.	Vendor#: 12084	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ron Edwards	Email: redwards@haggertyautogroup.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 330 E. Roosevelt Road	City: West Chicago	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60185	State: IL	Zip: 60187
Phone: 630-231-3200	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Haggerty Ford, Inc.	Vendor#: 12084	Dept: Division of Transportation	Division: Fleet Department
Attn: Accounts Payable	Email: payables@haggertyautogroup.com	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone: 630-231-3200	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2026	Contract End Date (PO25): May 31, 2027

Purchase Requisition Line Details

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Genuine Ford & Motor-Craft Vehicle Parts	FY26	1500	3520	52250		50,000.00	50,000.00
2	1	EA		Genuine Ford & Motor-Craft Vehicle Parts	FY27	1500	3520	52250		50,000.00	50,000.00

FY is required, ensure the correct FY is selected.

Requisition Total $ 100,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Genuine Ford & Motor-Craft Vehicle Parts for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Ron Edwards, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. (-25%) off discount.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

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

✓

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

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

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

SECTION 7 - BID FORM PRICING

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

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

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on file

X _____ President

(Signature and Title)

CORPORATE SEAL
(If available)

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

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

Signature on file

(Notary Public) My Commission Expires: 7/11/24

OFFICIAL SEAL
TIMOTHY T TIMMER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/11/24

SEAL

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

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

The undersigned certifies that he is:

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

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

Signature on file

(President or Partner)

(Vice-President or Partner)

Gerard J Haggerty Jr

(Secretary or Partner)

Gerard J Haggerty Jr

(Treasurer or Partner)

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

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Haggerty Ford, Inc	NAME	Haggerty Ford, Inc.
CONTACT	Ron Edwards	CONTACT	Accounts Payables
ADDRESS	330 E. Roosevelt Rd	ADDRESS	330 E. Roosevelt Rd
CITY ST ZIP	West Chicago, IL 60185	CITY ST ZIP	West Chicago, IL 60185
TX	(630) 231-3200	TX	(630) 231-3200
FX	(630) 876-2589	FX	(630) 231-3210
EMAIL	redwards@haggertyauto-group.com	EMAIL	Payables@haggertyautogroup.com

COUNTY BILL TO INFORMATION:	COUNTY SHIP TO INFORMATION:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6892 Email : DOTFinance@dupagecounty.gov	DuPage County Attn: William Bell 180 North County Farm Road Wheaton, IL 60187 TX : (630) 407-6920 EMAIL : William.Bell@dupagecounty.gov

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED, AND INSTALLED

(FREIGHT INCLUDED IN PRICE)

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

CONTRACT RENEWAL AGREEMENT

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

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #24-039-DOT which became effective on 6/1/2025 and which will expire 5/31/2026. The contract is subject to the second of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature and shall terminate on 5/31/2027.

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

THE COUNTY OF DUPAGE	CONTRACTOR
	Signature on file
SIGNATURE	SIGNATURE
Henry Kocker	William G. Haggerty
PRINTED NAME	PRINTED NAME
Buyer I	President
PRINTED TITLE	PRINTED TITLE
	3/2/26
DATE	DATE

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

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

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Printed Name: William G. Haggerty Signatur Signature on file

Title: President Date: 3/2/26

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

File #: DT-P-0034-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.E.

AWARDING RESOLUTION
ISSUED TO SAFE STEP, INC.
TO PROVIDE SIDEWALK CUTTING
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $100,000.00)

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

WHEREAS, pursuant to the Intergovernmental Agreement between the County of DuPage and TIPS (contract RCSP #230104), the County of DuPage will contract with Safe Steps, Inc. for sidewalk cutting, as needed for the Division of Transportation; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Safe Step, LLC., for sidewalk cutting, as needed for the Division of Transportation, for the period May 1, 2026 through April 30, 2027.

NOW, THEREFORE, BE IT RESOLVED that said contract to provide sidewalk cutting, as needed for the Division of Transportation, for the period May 1, 2026 through April 30, 2027, is hereby approved for issuance to Safe Step, LLC., 130 Industrial Park Avenue, Hortonville, Wisconsin 54944, for a contract total not to exceed $100,000.00.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking

FILE ID#: 26-1135	RFP, BID, QUOTE OR RENEWAL #: TIPS Contract RCSP #230104
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026
	CURRENT TERM TOTAL COST: $100,000.00

Contract Terms

INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $100,000.00
PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $100,000.00
MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM

Vendor Information

VENDOR: Safe Step LLC	VENDOR #: 46191
VENDOR CONTACT: Philip Sitton	VENDOR CONTACT PHONE: 331-444-4822
VENDOR CONTACT EMAIL: philip@notrippin.com	VENDOR WEBSITE:

Department Information

DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
DEPT REQ #: 26-1500-50	

Overview

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

Recommendation for the approval of a contract purchase order to Safe Step LLC., to provide sidewalk saw cutting on an as-needed basis for the Division of Transportation, for the period May 1, 2026 through April 30, 2027, for a total contract value not to exceed $100,000.00; contract pursuant to the intergovernmental cooperation act (TIPS Contract RCSP #230104).

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

Sidewalk saw cutting is a cost-effective and efficient method for eliminating trip hazards, minimizing the risk of injuries and potential liability claims, and ensuring accessibility for all users in accordance with the County's adopted ADA Transition Plan.

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.

COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative TIPS Contract RCSP #230104.
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. DOT staff recommends issuing a purchase order to Safe Step LLC., using the TIPS Contract RCSP #230104. 2. Request bids. 3. Status quo.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Safe Step LLC	Vendor#: 46191	Dept: Division of Transportation	Division: Accounts Payable
Attn: Philip Sitton	Email: philip@notrippin.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 130 Industrial Park Ave.	City: Hortonville	Address: 421 N. County Farm Road	City: Wheaton
State: WI	Zip: 54944	State: IL	Zip: 60187
Phone: 331-444-4822	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Safe Step LLC	Vendor#: 46191	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: Dominic Novak	Email: dominic.novak@dupagecounty.gov
Address: PO Box 411	City: Hortonville	Address: 140 N. County Farm Road	City: Wheaton
State: WI	Zip: 54944	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6926	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 1, 2026	Contract End Date (PO25): Apr 30, 2027

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		Sidewalk Saw Cutting	FY26	1500	3510	53320		99,000.00	99,000.00
2	1	EA		Sidewalk Saw Cutting	FY27	1500	3510	53320		1,000.00	1,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 100,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To provide sidewalk saw cutting for DuPage County DOT Jurisdictions.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Philip Sitton, David Koehler, Dominic Novak, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. - $45.53 per inch/ft cut.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

Sidewalk Program Proposal 2026

Presented to: Michael Figuray

DuPage County Division of Transportation

DuPage County Sidewalk Program

March 05, 2026

Philip Sitton • Project Manager • 331.444.4822• Philip@NoTrippin.com • www.notrippin.com

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Introduction

March 05, 2026

Michael Figuray
DuPage County Division of Transportation
140 N County Farm Rd
Wheaton, Illinois 60187

Michael,

Thank you for the opportunity to present this proposal for sidewalk evaluation and trip hazard repair.

Review

1. The DuPage County Division of Transportation has requested Safe Step LLC evaluate sidewalk segments, identified by the DuPage County Division of Transportation, in priority order until the $100,000.00 repair budget has been reached.
    1. Upon reaching the total repair budget of $100,000.00, the evaluation will stop. If all of the priority areas are able to be included prior to reaching the budget, DuPage County Division of Transportation may provide additional sidewalk segments for evaluation.
    2. The DuPage County Division of Transportation program inch foot rate for all services rendered in 2025 is $45.53. There are no other fees for this program.
2. Safe Step LLC will evaluate sidewalks for defects that present a trip hazard and are appropriate for saw-cutting repair based on the identification criteria on page 4.
3. Safe Step LLC will also evaluate sidewalks for defects that are not appropriate for saw-cutting repair and will require alternative repair methods.
4. Safe Step LLC is the regional affiliate of Precision Concrete Cutting based out of Provo, Utah.
5. Precision Concrete Cutting has been awarded lowest bidder for saw-cutting repair throuogh the TIPS Purchasing Cooperative Ref. TIPS RCSP 230104.

Notable Proposal Contents

- Page 2: Execution Strategy
- Page 3-5: Priority Areas Map
- Page 6: Evaluation Criteria
- Page 9: Proposal Acceptance

Please let me know if you have any questions. We look forward to serving your needs.

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Execution Strategy

Based on our discussions, Safe Step will execute the project as follows:

1. Confirm sidewalk evaluation area and defect identification criteria (enclosed)
    1. Page 3-5 of this proposal contains the sidewalk areas and the priority in which they should be evaluated and repaired.
    2. Page 6 of this proposal contains the defect identification criteria that will be used to evaluate the sidewalks.
2. Evaluate current sidewalk conditions
    1. Safe Step LLC will evaluate the sidewalk locations in the priority order until the budget is met.
    2. Identified defects will be recorded along with the measurement, address, approximate GPS coordinates, important notes, and a photo of the defect.
3. Deliver evaluation results
    1. Following the completion of the evaluation, Safe Step LLC will provide the sidewalk defect data through a proprietary online tool called *Sidewalk Central™*. This data includes locations, descriptions, suggested repair types, and photos of each defect identified.
    2. *Sidewalk Central™* allows you to review, make notes, and confirm the preferred repair type for each defect.
4. Perform repairs
    1. After you review and confirm the repair locations, we will schedule a timeframe to begin repairing the identified saw-cutting locations.
    2. All saw-cutting repairs will be done in accordance with "The Safe Step LLC Approach" outlined on page 7 of this proposal.
    3. *Sidewalk Central™* allows you to monitor the saw-cutting in real-time, providing defect completion status as well as repair photos and timestamps for quality assurance.
5. Provide documentation
    1. At the conclusion of the project, we will provide a final report of saw-cut locations repaired including the displacement measurements, address, approximate GPS coordinates, GIS shapefiles and important notes.

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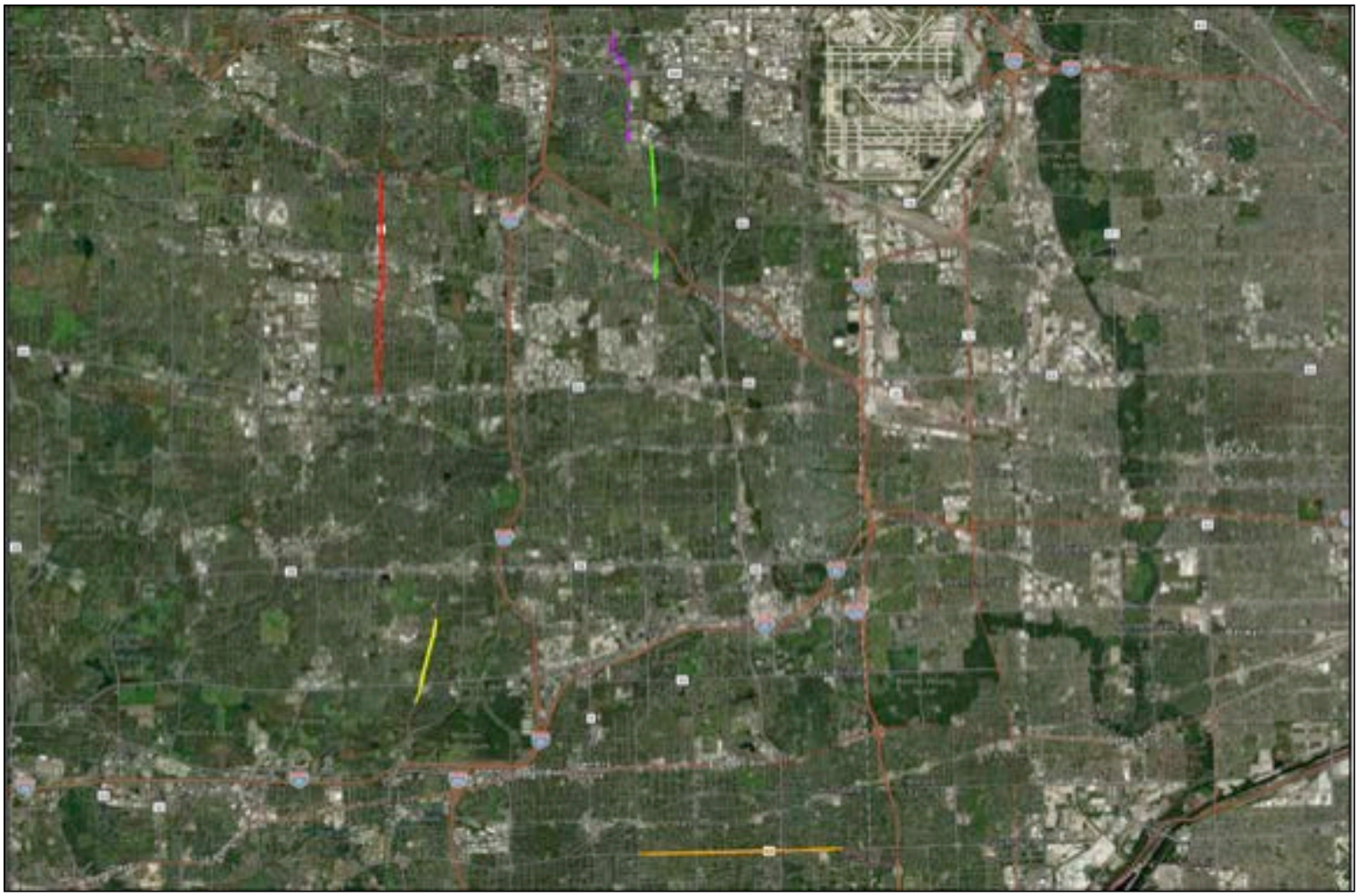
Priority Areas Map



Map Data: Google

Survey Area

1. Bloomingdale Rd–North Ave to Lake St (6.2 Miles)
2. Park - Countyline south to 53 (2.41 Miles)
3. Addison Rd - Lake St to Irving Pk (2.18 Miles)
4. Prospect Ave - Irving Pk to Devon Ave (1.49 Miles)
5. 55th - Fairview East to Countyline (5.40 Miles)

Total Miles: 17.68

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Sidewalk Evaluation Criteria

Condition	Record for Saw-Cutting	Record for Replacement
Panel Offset: Min (1/8s) 4 Max (1/8s) 16	Y	If greater Y
Sharp edge: Height (1/8s) 4	Y	N/A
Prior Grind/Saw-Cut Repairs[1]:	N	N
Cutting to sunken panel:	LIFT	LIFT
Waterpooling:	LIFT	LIFT
Caused by tree:	Y	Y
Negative cross-slope:	Y	Y
Positive cross-slope:	Y	Y
Contains structural crack[2]: Qty no more than 2 Gap no more than 1"	Y	Y
Displacement is a crack[2]: Perpendicular Y Parallel Y	Y	Y
Panel is spalled[2]: Surface less than 50 Depth no more than 1/2"	Y	Y
Sidewalk joint is decayed[2]: Width no more than 2"	Y	Y
Curbing:	N	N
On bridge structure:	Y	CR
Parallel joints: Min. Height 4 Max Height 16	Y	Y
Ramps: At Landing Max Ht / At street Max Ht	N	N
Top of flowline:	N	N
Adjacent to asphalt:	N	N
Adjacent to pavers:	N	N
Saw-cut on monolithic driveways	Y	CR

[1]As measured at presenting face; recorded values will be for proper 12:1 repair

[2]Panels failing this criteria will be recorded for replacement regardless of offset

Marking/Other

Mark Saw-Cutting	YES
Mark R&R	NO
5" R&R Sq. Ft. Cost	$17.00
6" R&R Sq. Ft. Cost	$19.00
Use Lifting for sunken & waterpooling panels	YES
Mark Lifting	NO
Lifting Sq. Ft. Price	

Scatter Sites	
Apply criteria to scatter sites?	Y
Survey only marked?	
Survey entire address?	
Survey entire block-face?	Y

Notes: DuPage County 2026
- Do not evaluate ramps
- Inspectors and Technicians, text Dominic Novak DAILY to check in while onsite at 630.878.1000.
- Inspectors, while surveying, use street names per area as defined by DuPage County to ensure easier SWC searching by street name
- Technicians, make sure "After" photos match the direction of "Before" photos to ensure easier quality assurance auditing

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The Safe Step Approach

Specifications

1. Repairs will be tapered to a 1:12 slope ratio and taken to a zero point of differential between adjoining sidewalk panels along the full width of the sidewalk, in accordance with ADA standards.
2. Repairs shall have a smooth and uniform finish with a coefficient of friction meeting OSHA requirements and shall not impact adjoining sidewalks, driveways, landscaping, or other objects within the vicinity of the work.
3. In instances where sidewalk conditions do not permit a 1:12 slope ratio, repairs will be made with the shallowest slope possible for the given sidewalk condition.

Clean-up

1. All saw-cutting will be performed without water-cooling; No slurry will be created eliminating the risk of “tracking” and run-off water contamination.
2. Saw mounted dust abatement systems will be used to minimize airborne dust. Containment systems are designed for fine dust applications.
3. Debris and concrete shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping, or other objects within the vicinity of the work.

Reporting

1. Upon completion of the project, Safe Step LLC will provide a detailed and audit-able report. This report will include the street address or location, dimensions, and GPS coordinates of each repair made.
2. An invoice for payment will be provided when the projected has been completed. Payment in full is due **60 days** from the date of invoice.

Safety and Insurance

1. Safe Step LLC employees who work directly in slab displacement repair undergo a rigorous training process with emphasis on safe work practices, OSHA-approved personal protection equipment, and quality workmanship. It is not uncommon for our clients to receive unsolicited compliments on our safety practices and the quality of the work performed.
2. Safe Step LLC is fully licensed and insured. Proof of auto, liability, and workers compensation insurance are available upon request.

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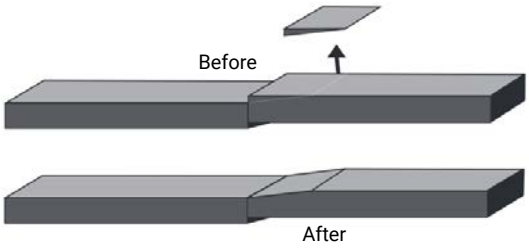
Our Result



Before

After

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Proposal Acceptance

Financial Parameters

1. Financial Parameters
    1. The total cost of the reporting and saw-cutting repairs will not exceed **$100,000.00.**
        1. There is no additional fee for the evaluation.
    2. Safe Step LLC will accept full responsibility for any project cost overage, provided that the scope of the project is not altered once the project begins. Any requested change in scope will be fully discussed and approved by the DuPage County Division of Transportation prior to the start of the work on the revised area.

If this proposal is acceptable, please complete and sign below. We will contact you upon receiving this form to schedule your project.

Cost: $100,000.00 **Proposal #: 202543**

Due to the ongoing supply chain issues and labor availability, the pricing in this proposal is only valid until **May 31, 2026**.

Billing Contact Name: Contact

Billing Email Address: Email

PO Number: PO Number (Optional) Does this project require prevailing wage?: Yes/No

Approved by: Approved by Date: Date Signed

Signed: SIGNATURE Michael Figuray Title: Title

Client Notes:

Use this form to provide us with any other information we may need to know.

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TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 230104 Trades, Labor, and Materials (Part 2)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Precision Concrete Cutting, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of

the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means or Xactimate line-item estimates to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against

Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional three consecutive one-year terms. The three consecutive one-year renewals shall renew automatically annually, unless either Party notifies the other of its objection to a renewal. TIPS reserves the right to object to and refuse any or all of the three consecutive one-year renewals.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "two-year" term, (which is subject to an extension(s)) will be May 31, 2025 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the first one-year renewal and the Contract Expiration Date is May 31, 2025, then the one-year renewal is effective from May 31, 2025 to May 31, 2026.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

14. **Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF

LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS

Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in

no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with

all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.

45. **Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

46. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

47. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees,

officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

48. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

49. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

50. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

51. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

52. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

53. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 230104 Trades, Labor, and Materials – Part 2

Vendor Name: Precision Concrete Cutting, Inc.

Vendor Address: 3191 N Canyon Rd

City: Provo State: UT Zip Code: 84604

Vendor Authorized Signatory Name: Matt Haney

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 801-373-6060

Vendor Authorized Signatory Email: info@safesidewalks.com

Vendor Authorized Signature: Signature on file Date: 01/30/23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: Signature on file Date: 4-25-2023

TIPS CONTRACT 230104

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Precision Concrete Cutting, Inc.

Vendor Authorized Signatory Name: Matt Haney

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: info@safesidewalks.com

Vendor Address: 3191 N Canyon Rd

City: Provo State: UT Zip Code: 84604

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 3

Authorized Signature: Signature on file

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

3191 N. Canyon Road Provo, UT 84604
Office: (801) 373-6060 Fax: (801) 373-6088
www.safesidewalks.com

To Division of Transportation

From: Precision Concrete Cutting, Inc.

Date: 03/12/2026

Subject: TIPS Authorized Reseller

On the TIPS contract #**23010402** which has been awarded to Precision Concrete Cutting, Safe Step LLC is an authorized reseller and has permission to use that contract as they are one of our franchise affiliates.

Please let me know if you have any additional questions.

Kind regards,

Signature on file

Kyle Shanklin
CFO
Precision Concrete Cutting
(801) 373-6060
kyle@safesidewalks.com

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Safe Step, LLC
CONTACT PERSON:	Philip Sitton
CONTACT EMAIL:	Philip@notrippin.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ❑ Yes
- ☒ No

If “Yes”, complete the required information in the table below.

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

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

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

- ❑ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

Section IV: Certification

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

Printed Name: Shannon Ayres Signature: Signature on file

Title: Office Manager Date: 3-2-26

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

File #: DT-P-0035-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.F.

AWARDING RESOLUTION ISSUED TO
SUTTON FORD, INC. TO FURNISH AND DELIVER
TWO (2) 2027 WHITE FORD EXPEDITIONS
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $136,731.76)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly with one or more other governmental units when such purchases were made by competitive selection as provided in Section 4 of the Act; and

WHEREAS, Sourcewell (#081325-SNF), a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of Two (2) Ford Expeditions through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Sutton Ford, Inc., to furnish and deliver two (2) Ford Expeditions for the Division of Transportation, for a contract from April 29, 2026 through November 30, 2027 .

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver two (2) Ford Expeditions for the Division of Transportation is hereby approved for issuance to Sutton Ford, Inc., 21315 Central Avenue, Matteson, Illinois 60443, for a contract total not to exceed $136,731.76.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1211	RFP, BID, QUOTE OR RENEWAL #: Sourcewell #081325-SNF	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: $136,731.76
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $136,731.76
	CURRENT TERM TOTAL COST: $136,731.76	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM

Vendor Information		*Department Information*	
VENDOR: Sutton Ford Inc.	VENDOR #: 32600	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Scott Ourednik	VENDOR CONTACT PHONE: 219-670-9099	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupagecounty.gov
VENDOR CONTACT EMAIL: sourednik@suttonford.com	VENDOR WEBSITE:	DEPT REQ #: 26-1500-55	

Overview

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

Recommendation for the approval of a contract purchase order to Sutton Ford Inc., to furnish and deliver two (2) 2027 White Ford Expeditions for the Division of Transportation, for a contract total not to exceed $136,731.76; contract pursuant to the Intergovernmental Cooperation Act Sourcewell #081325-SNF.

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

The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.

One vehicle will replace H-107 and the other will be a new addition to the fleet.

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.

COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative sourcewell contract #081325-SNF.
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. DOT staff recommends issuing a purchase order to Sutton Ford Inc., using the sourcewell contract #081325-SNF. 2. Request bids. 3. Status quo.

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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Sutton Ford Inc.	Vendor#: 32600	Dept: Division of Transportation	Division: Accounts Payable
Attn: Scott Ourednik	Email: sourednik@suttonford.com	Attn: Kathy Curcio	Email: DOTFinance@dupagecounty.gov
Address: 21315 Central Ave	City: Matteson	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60443	State: IL	Zip: 60187
Phone: 708-720-8040	Fax:	Phone: 630-407-6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Sutton Ford Inc.	Vendor#: 32600	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupagecounty.gov
Address: same as above.	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 29, 2026	Contract End Date (PO25): Nov 30, 2027

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	U1J	2027 White Ford Expeditions Active 4x4 (License & Title Included)	FY26	1500	3500	54120		68,365.88	68,365.88
2	1	EA	U1J	2027 White Ford Expeditions Active 4x4 (License & Title Included)	FY26	1500	3520	54120		68,365.88	68,365.88

FY is required, ensure the correct FY is selected.

Requisition Total $ 136,731.76

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver two (2) 2027 White Ford Expeditions Active for the DOT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Scott Ourednik, David Koehler, William Bell, Roula Eikosidekas and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

Sutton Ford – Sourcewell Customer Quote

Contract #081325 – Automobiles, SUVs, Vans, and Light Trucks

Quote ID:	DUPAGE CO EXPEDITION	**Quote Date:**	Tuesday, April 7, 2026
Prepared By:	SCOTT OUREDNIK	**Sourcewell Member ID:**	
Customer / Agency:	DUPAGE COUNTY	**Contact Email:**	WILLIAM.BELL@DUPAGECOUNTY.GOV
Customer Contact:	WILLIAM BELL	**Contact Phone:**	630-407-6931

Vehicle Summary		
Model Year:	2027	
Vehicle Line:	Expedition	
Body Code:	U1J	
Description:	4x4 Expedition Active	
Trim/Series:	Active	
Drivetrain:	4X4	
Base Contract Price:	$	**64,120.98**

		Factory Options	**MSRP**	**CONTRACT PRICE**
Option Code	**202A**	Touring (202A) Ford Co-Pilot360™ Active 2.01 • Intersection Assist • Driver State Detection BlueCruise Equipped (90-day Trial) – see ford.com/bluecruise/ for version details Note: Not Available to Military Sales	$ 3,025.00	$ 2,994.75
Option Code	**998**	3.5L EcoBoost® V6 Engine	$ -	$ -
Option Code	**44U**	10-Speed Automatic Transmission with SelectShift®	$ -	$ -
Option Code	**47C**	Floor Liners, First and Second Rows	$ 160.00	$ 158.40
Option Code	**153**	License Plate Bracket	$ -	$ -
Option Code	**51A**	Off-Road Underbody Shield	$ 625.00	$ 618.75
		FIN CODE: QB382		
		DELIVERY		$ 300.00
		M PLATES		$ 173.00
		EXTERIOR: OXFORD WHITE		
		INTERIOR: VE - Ultra Dark Space Gray w/ Active X-Trimmed		
			Base Contract Price:	$ 64,120.98
			Options Subtotal:	$ 4,244.90
			Upfit Subtotal:	
			TOTAL CONTRACT PRICE (Sourcewell):	**$ 68,365.88**

Sutton Ford – Sourcewell Customer Quote

Contract #081325 – Automobiles, SUVs, Vans, and Light Trucks

Quote ID:	DUPAGE CO EXPEDITION	**Quote Date:**	Tuesday, April 7, 2026
Prepared By:	SCOTT OUREDNIK	**Sourcewell Member ID:**	
Customer / Agency:	DUPAGE COUNTY	**Contact Email:**	WILLIAM.BELL@DUPAGECOUNTY.GOV
Customer Contact:	WILLIAM BELL	**Contact Phone:**	630-407-6931

Vehicle Summary		
Model Year:	2027	
Vehicle Line:	Expedition	
Body Code:	U1J	
Description:	4x4 Expedition Active	
Trim/Series:	Active	
Drivetrain:	4X4	
Base Contract Price:	$	**64,120.98**

		Factory Options	**MSRP**	**CONTRACT PRICE**
Option Code	**202A**	Touring (202A) Ford Co-Pilot360™ Active 2.01 • Intersection Assist • Driver State Detection BlueCruise Equipped (90-day Trial) – see ford.com/bluecruise/ for version details Note: Not Available to Military Sales	$ 3,025.00	$ 2,994.75
Option Code	**998**	3.5L EcoBoost® V6 Engine	$ -	$ -
Option Code	**44U**	10-Speed Automatic Transmission with SelectShift®	$ -	$ -
Option Code	**47C**	Floor Liners, First and Second Rows	$ 160.00	$ 158.40
Option Code	**153**	License Plate Bracket	$ -	$ -
Option Code	**51A**	Off-Road Underbody Shield	$ 625.00	$ 618.75
		FIN CODE: QB382		
		DELIVERY		$ 300.00
		M PLATES		$ 173.00
		EXTERIOR: OXFORD WHITE		
		INTERIOR: VE - Ultra Dark Space Gray w/ Active X-Trimmed		
			Base Contract Price:	$ 64,120.98
			Options Subtotal:	$ 4,244.90
			Upfit Subtotal:	
			TOTAL CONTRACT PRICE (Sourcewell):	**$ 68,365.88**

Docusign Envelope ID: 06F189C0-84C3-4329-81CE-88C211EA37A2

MASTER AGREEMENT #081325
CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
SUPPLIER: Sutton Ford Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sutton Ford Inc., 21315 Central Ave., Matteson, IL 60443 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

Docusign Envelope ID: 06F189C0-84C3-4329-81CE-88C211EA37A2

ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.

   a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:

   a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:

      i. Vehicles of the following types and classifications:
         (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
         (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
         (3) Vans: passenger and cargo; and
         (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
      ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
         (1) Public safety applications;
         (2) ADA and paratransit applications;
         (3) Service bodies and utility bed for light trucks; and
         (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
      iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
      iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

   Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

Docusign Envelope ID: 06F189C0-84C3-4329-81CE-88C211EA37A2

Sourcewell

Signature on file

By: _____
C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 7:01 PM CST

Sutton Ford Inc.

Signature on file

By: _____
BF1E650C6A51498...

Alex Kadish

Title: Vice President of Fleet Operations

Date: 11/12/2025 | 12:11 PM PST

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	SOURCEWELL #081325-SNF
COMPANY NAME:	SUTTON FORD, INC.
CONTACT PERSON:	SCOTT OUREDNIK
CONTACT EMAIL:	SOUREDNIK@SUTTONFORD.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

If “Yes”, complete the required information in the table below.

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

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

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

- ❑ Yes
- ☑ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

Section IV: Certification

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

Printed Name: SCOTT OUREDNIK_____ Signature: Signature on file

Title: COMMERCIAL ACCOUNT MANAGER_____ Date: 03/31/2026_____

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

File #: DT-P-0036-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.G.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND ALFRED BENESCH & COMPANY FOR
PROFESSIONAL STRUCTURAL ENGINEERING SERVICES
UPON REQUEST OF THE DIVISION OF TRANSPORTATION
SECTION 26-00009-01-EG
(CONTRACT TOTAL NOT TO EXCEED $500,000.00)

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

WHEREAS, the COUNTY requires Professional Structural Engineering Services, upon request of the Division of Transportation for various locations, Section 26-00009-01-EG; and

WHEREAS, Alfred Benesch & Company (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such professional structural engineering services, and is willing to perform the required services for an amount not to exceed $500,000.00; and

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

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached AGREEMENT at the specified amount, for a contract period of April 28, 2026, through October 31, 2028.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the County of DuPage and Alfred Benesch & Company be hereby accepted and approved for a contract total not to exceed $500,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the attached AGREEMENT on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest thereto; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and AGREEMENT be transmitted to Alfred Benesch & Company, 35 W Wacker Drive, Suite 3300, Chicago, Illinois 60601, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1217	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $500,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $500,000.00
	CURRENT TERM TOTAL COST: $500,000.00	MAX LENGTH WITH ALL RENEWALS: TWO YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Alfred Benesch & Company	VENDOR #: 10752	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia
VENDOR CONTACT: Andrew Keaschall	VENDOR CONTACT PHONE: 630-577-9100	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.travia@dupagecounty.gov
VENDOR CONTACT EMAIL: akeaschalll@benesch.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional Service Agreement for Structural Engineering Services at various locations within DuPage County, upon request. Section number 26-00009-01-EG, for a contract total not to exceed $500,000.00; for the period of April 28, 2026 through October 31, 2028.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Professional Structural Engineering Services for various bridge and or retaining wall repair projects. The scope of work may include, but is not limited to: bridge deck patching, expansion joint replacement, concrete repair, shoring, wall repairs/replacement, etc.

SECTION 2: DECISION MEMO REQUIREMENTS

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

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

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 20 firms. Based on the review of the Statements of Interest, 2 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, technical approach and key staff capabilities, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Alfred Benesch & Company was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Alfred Benesch & Company. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Alfred Benesch & Company. 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			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: Do not send PO to Vendor	Vendor#:	Dept: Division of Transporation	Division: Finance
Attn:	Email:	Attn: DOTFinance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Send Payments To:		*Ship to:*	
Vendor: Alfred Benesch & Company	Vendor#: 10752	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 35 W. Wacker Drive Suite 3300	City: Chicago	Address:	City:
State: IL	Zip: 60601	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 28, 2026	Contract End Date (PO25): 10/31/2028

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		26-00009-01-EG	FY26	1500	3500	54040	VV26STRENG	150,000.00	150,000.00
2	1	EA		26-00009-01-EG	FY27	1500	3500	54040	VV26STRENG	175,000.00	175,000.00
3	1	EA		26-00009-01-EG	FY28	1500	3500	54040	VV26STRENG	175,000.00	175,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 500,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Service Agreement for Structural Engineering Services at various locations within DuPage County, upon request. Section number 26-00009-01-EG.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP. Do not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Send copy of PO via email to DOTFinance@dupagecounty.gov and Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND ALFRED BENESCH & COMPANY
FOR PROFESSIONAL STRUCTURAL ENGINEERING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
SECTION #26-00009-01-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and Alfred Benesch & Company, licensed to do business in the State of Illinois, with offices at 35 W. Wacker Drive, Suite 3300, Chicago, Illinois 60601; (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 engineering services to perform bridge inspections at various locations upon request (PROJECT), Section #26-00009-01-EG (hereinafter referred to as "WORK ORDER(s)"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional structural engineering services and is willing to perform the required services upon request for a total amount not to exceed $500,000.00; 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 adopted a Stormwater Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure compliance with the Stormwater Ordinance in the event the PROJECT or a WORK ORDER necessitates this scope of work.

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

1.0 INCORPORATION AND CONSTRUCTION

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

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT upon request of the COUNTY an approved WORK ORDER(s) according to the Scope of Work, specified as Exhibit A, attached hereto with a not to exceed amount for each WORK ORDER. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other groups and the CONSULTANT concerning WORK ORDER(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved WORK ORDER(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below and/or shall be documented by an amendment to the originally approved WORK ORDER, or by issuance of a new WORK ORDER to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services

hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

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

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation/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 by way of WORK ORDER(s) 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 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibit A, B or C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The 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 services

under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules 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 services for the COUNTY on the WORK ORDER(s).

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the WORK ORDER(s) after the COUNTY issues its written Notice to Proceed for any approved WORK ORDER(s). 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 The CONSULTANT shall submit a schedule for completion of each WORK ORDER within ten (10) days of the written approval of said WORK ORDER(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by October 31, 2028 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the approved WORK ORDER(s) 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 14 days after notice of

termination or when the Director directs, the deliverables specified in the approved WORK ORDER(s) or as otherwise agreed to by the COUNTY and CONSULTANT.

7.0 COMPENSATION

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

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $500,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed, 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 and profit. 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 and subject to the terms in 7.3(b) below.

The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT or WORK ORDER(s).

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

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT:

(i) The CONSULTANT may only change the fees stated in Exhibit C **once per calendar year**;

(ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT; and

(iii) the CONSULTANT shall **provide the COUNTY with forty-five (45) days' notice of any proposed fee change**. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved WORK ORDER(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet 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 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 the Illinois Department of Labor at 312-793-2814 or visiting the web site 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.

7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved WORK ORDER and 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 services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services 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 shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act.”

7.8 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.

7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT or by approved WORK ORDER(s), 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 the statutory amounts.

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

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

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

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY

endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer 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 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. 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. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq*., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq*.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards.

In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire.
(Found at https://mwv.dupageco.org/).

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

CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

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

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

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 October 31, 2028, 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 October 31, 2028.

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

Alfred Benesch & Company
35 W. Wacker Drive, Suite 3300
Chicago, IL 60601
ATTN: Andrew Keaschall, P.E., S.E.
Senior Vice President
Phone: 630.577.9100
Email: akeaschall@benesch.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

26.0 QUALIFICATIONS

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

responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

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

26.3 The CONSULTANT shall require any sub-consultant(s) utilized in approved WORK ORDER(s) 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 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in approved WORK ORDER(s).

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

COUNTY OF DUPAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek
County Clerk

ALFRED BENESCH & COMPANY

Signature on file

Andrew Keaschall
Senior Vice President

ATTEST BY:

Signature on file

BY: _____

NAME: Travis Kluegel

TITLE: Vice President

35 West Wacker Drive, Suite 3300
Chicago, IL 60601-1739
www.benesch.com
P 312-565-0450

March 25, 2026

Yifang Lu, PE
Chief Highway Engineer
Division of Transportation - DuPage County
421 N. County Farm Road
Wheaton, IL 60187

Subject: SCOPE OF WORK
Various/Various Bridge and/or Retaining Wall Repairs
Section #26-STENG-07-EG

Dear Ms. Lu,

Alfred Benesch & Company (Benesch) is pleased to submit this Scope of Work Understanding for the above-referenced project with the DuPage County Division of Transportation (DuDOT). This letter outlines our understanding of the services to be provided under the design engineering contract for various bridge and retaining wall repairs throughout DuPage County.

Our team will provide design engineering services for multiple bridge and retaining wall repair projects on an as-assigned basis. Work efforts may include, but are not limited to:

- Bridge deck patching
- Expansion joint replacement
- Concrete repair
- Shoring design
- Retaining wall repairs or replacement
- Additional structural rehabilitation tasks as directed by DuDOT

To support these activities, Benesch will perform the following professional services:

Data Collection: Field visits, measurements, condition documentation, and compilation of existing structural information.

Structural Inspections & Reports: Assessment of bridge and wall conditions, preparation of inspection reports, photo documentation, and recommendations.

Surveying: Field survey work necessary to support design development and plan preparation.

Plan Preparation, Specifications & Cost Estimates: Development of design plans, technical specifications, and engineer's estimates for construction.

Utility Coordination: Identification of existing utilities, coordination with utility owners, and confirmation of required adjustments or relocations.

Agency Coordination: Communication and coordination with applicable agencies, including but not limited to railroads, the Illinois Department of Transportation (IDOT), and municipal partners.

Structural Plan Reviews: Review and comment on structural plans, shop drawings, or related submittals as necessary.

Geotechnical Information: Coordination and incorporation of geotechnical data, including soil borings and recommendations relevant to project needs.

Right-of-Way Verification & Property Owner Coordination: Confirmation of right-of-way limits, preparation of supporting documentation, and outreach to affected property owners.

Other Tasks as Directed by DuDOT: Completion of additional engineering or coordination tasks as assigned during the contract period.

DuPage County DOT will request detailed work orders to perform each task on this project. Upon receipt of scoping information for each work order contract, Benesch will prepare the following documents and submit them to DuDOT for review:

- Letter outlining the scope of the work order task
- Manhour spreadsheet (depending on the scope of the work)
- BDE 3606 Fixed Raises
- BDE 436 Direct Cost Form
- Work Schedule

All work will be performed in accordance with DuDOT standards, applicable state and federal guidelines, and industry best practices. The total contract amount shall **not exceed $500,000**, and services will be provided on an on-call/task-order basis through **October 31, 2028**.

We appreciate the opportunity to support DuPage County in maintaining and improving its transportation infrastructure. Please feel free to contact us if additional clarification or information is needed.

Sincerely,

Andrew Keaschall, PE, SE, VMA
Senior Vice President
Illinois Division Manager

EXHIBIT B

DELIVERABLES

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EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: **Alfred Benesch & Company**

PROJECT: **Various/Various Bridge and/or Retaining Wall Repairs (Section #26-00009-01-EG)**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Division Manager	$90.00	$90.00	
Group Manager	$90.00	$90.00	
Sr Project Manager	$87.00	$90.00	
Project Manager II	$77.00	$90.00	
Project Manager I	$63.00	$87.00	
Sr Technical Manager	$90.00	$90.00	
Technical Manager II	$69.00	$90.00	
Technical Manager I	$62.00	$90.00	
Project Engineer II	$55.00	$70.00	
Project Engineer I	$47.00	$64.00	
Senior Designer	$55.00	$63.00	
Designer II	$43.00	$66.00	
Designer I	$38.00	$49.00	
Sr Technical Specialist	$57.00	$76.00	
Technical Specialist I	$34.00	$40.00	
Sr Technologist	$59.00	$70.00	
Technologist III	$48.00	$56.00	
Technologist II	$43.00	$50.00	
Survey Manager	$69.00	$80.00	
Survey Specialist II	$47.00	$64.00	
Sr Inspector	$60.00	$70.00	
Project Analyst	$52.00	$60.00	
Project Assistant II	$30.00	$43.00	
Intern	$21.00	$36.00	

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

Signature of Authorized Agent for CONSULTANT: Signature on file Date: 03/25/2026

Signature

Andrew Keaschall, PE, SE, VMA
Print Name

Approved By COUNTY: Signature on file Date: 3/30/2026

Tiang Lu, Chief Highway Engineer

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: **GSG Consultants, Inc.**

PROJECT: **Various/Various Bridge and/or Retaining Wall Repairs (Section #26-00009-01-EG)**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	$90.00	$90.00	
Project Manager	$67.00	$80.00	
Senior Engineer	$55.00	$65.00	
Project Engineer	$43.00	$55.00	
Geologist	$30.00	$44.00	
Field Technician	$32.00	$50.00	
Project Administrator	$32.00	$42.00	

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

Signature of Authorized Agent for CONSULTANT: Signature on file ____ Date: 03/27/2026

Signature

Ala E Sassila, Ph.D, PE
Print Name

Approved By COUNTY: Signature on file ____ Date: 3/30/2026

Yifang Lu, Chief Highway Engineer

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, 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.

Illinois Department of Transportation

Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Alfred Benesch & Company		

☒ Prime ☐ Supplement Date 03/18/2026

Consultant

Alfred Benesch & Company

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	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☐			
Vehicle Owned or Leased	$45/half day (4 hours or less) or $90/full day	☒	24	$90	$2,160.00
Vehicle Rental	Actual cost (Up to $55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	☐			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max $15/hour)	☐			
Website	Actual cost (Submit supporting documentation)	☐			
Advertisements	Actual cost (Submit supporting documentation)	☐			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	☐			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	☐			
Recording Fees	Actual cost	☐			
Transcriptions (specific to project)	Actual cost	☐			
Courthouse Fees	Actual cost	☐			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	☐			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	☐			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
		☐			
				Total Direct Cost	$2,160.00

*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

Illinois Department of Transportation

Direct Costs Check Sheet for Work Order Prime Agreements

Prime Consultant Name	PTB Number	State Job Number(s)
Alfred Benesch & Company		

☒ Prime ☐ Supplement Date 03/27/26

Consultant

GSG Consultants, Inc.

The following direct costs will be listed in the master prime agreement. The direct costs will be negotiated and approved by the Department for each individual work order.

ALLOWABLE DIRECT COSTS

ITEM	ALLOWABLE
Per Diem (per Federal GSA)	Up to Federal rate maximum
Lodging (per Federal GSA)	Actual cost (Up to Federal rate maximum)
Lodging Taxes and Fees (per Federal GSA)	Actual cost
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval
Vehicle Mileage (pe Federal GSA)	Up to Federal rate maximum
Vehicle Owned or Leased	$45/half day (4 hours or less) or $90/full day
Vehicle Rental	Actual cost (Up to $55/day)
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)
Tolls	Actual cost
Parking	Actual cost
Overtime	Premium portion (Submit supporting documentation)
Shift Differential	Actual cost (Based on firm's policy)
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)
Project Specific Insurance	Actual cost
Monuments (Permanent)	Actual cost
Photo Processing	Actual cost
2-Way Radio (Survey or Phase III Only)	Actual cost
Telephone Usage (Traffic System Monitoring Only)	Actual cost
CADD	Actual cost (Max $15/hour)
Website	Actual cost (Submit supporting documentation)
Advertisements	Actual cost (Submit supporting documentation)
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)
Recording Fees	Actual cost
Transcriptions (specific to project)	Actual cost
Courthouse Fees	Actual cost
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)

ITEM	ALLOWABLE
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)
ADDITIONAL DIRECT COSTS (negotiated and approved by department manager)	
Drilling - See Attached	

GSG CONSULTANTS, INC.
735 Remington Road, Schaumburg, IL 60173
Tel: 630.994.2600, www.gsg-consultants.com

SCHEDULE A-1 to BDE 436 Direct Cost Check Sheet

IN-House Lab Services Schedule

Description	UOM	Unit Price	Quantity	Extended Cost
Moisture Content - AASHTO T 265	EACH	$20.00		$0.00
Atterberg Limits - AASHTO T 89 and T 92	EACH	$145.00		$0.00
Sieve analysis - IL Mod. AASHTO T 27/T 11	EACH	$157.00		$0.00
Particle Size Analysis: Hydrometer analysis - AASHTO T 88	EACH	$225.00		$0.00
Unconfined Compression Test (Soil) - AASHTO T 208	EACH	$150.00		$0.00
Grain-Size Analysis of Granular Materials	EACH	$165.00		$0.00
Organic Matter Content - AASHTO T 194	EACH	$79.00		$0.00
pH - AASHTO T 289	EACH	$65.00		$0.00
No. 200 Wash	EACH	$142.00		$0.00
Unit Weight	EACH	$74.00		$0.00
Standard Proctor	EACH	$277.00		$0.00
Modified Proctor	EACH	$324.00		$0.00
AASHTO 216 One Dim consolidation	EACH	$725.00		$0.00
Unconfined Compression Test (Rock)	EACH	$285.00		$0.00
UU Triaxial Compression Test (per confining stress)	per confining stress	$350.00		$0.00
CU Triaxial Compression Test - AASHTO T 297 (per confining stress)	per confining stress	$553.00		$0.00
CD Triaxial Compression Test - AASHTO T 297	per confining stress	$629.00		$0.00
Remold soil samples using 95% modified proctor	EACH	$354.00		$0.00
Resistivity- T 288	EACH	$225.00		$0.00
Soil Corrosion - Sulfate	EACH	$139.00		$0.00
Soil Corrosion - Chloride	EACH	$155.00		$0.00
Thermal Resistivity - Dry-out curve	EACH	$1002.00		$0.00
Uniaxial Compression Test - ASTM D 7012	Each	$225.00		$0.00
Specific Gravity - T 100	EACH	$175.00		$0.00
Permeability - Constant Head - Granular	EACH	$334.00		$0.00
California Bearing Ratio CBR	EACH	$550.00		$0.00
Shelby Tube Extrusion, Moisture	EACH	$95.00		$0.00
Hydraulic Conductivity ASTM 5084	Each	$620.00		$0.00

SUBTOTAL ESTIMATE	**$0.00**

GSG CONSULTANTS, INC.
Engineers • Scientists • Construction Managers
735 Remington Road, Schaumburg, IL 60173
Tel: 630.994.2600, www.gsg-consultants.com

SCHEDULE A-2 to BDE 436 Direct Cost Check Sheet
IDOT Direct Cost Category: Drilling
GSG Consultants, Inc
In-House Drilling Schedule

Description	Unit	Unit Rate	Quantity	Total
Mobilization and Demobilization				
Mobilization/Demobilization (ATV H.S.A. Rig)& Service Truck	Hour	$750.00		$0.00
Mobilization/Demobilization (Truck H.S.A. Rig & Service Truck)	Hour	$500.00		$0.00
Mobilization/Demobilization (Geo-probe)	Hour	$450.00		$0.00
Drill Rig Daily Rate (8 hours)	Day	$4,500.00		$0.00
Geo- probe Direct Pusch - Environmental Samplng (Daily Rate 8 hours)	Day	$3,900.00		$0.00
Standby Boring Access / Rough Drilling over 35 blows / Hauling Water	Hour	$350.00		$0.00
Drill Rig Hourly Rate (over 8 hours)	Hour	$350.00		$0.00
Shelby Tubes 0 - 50'	EACH	$70.00		$0.00
Install & Remove 3" NW Casing (0 - 100') (if required)	HOUR	$375.00		$0.00
Install & Remove 3" NW Casing (100' - 150')	HOUR	$375.00		$0.00
Bedrock Coring Setup	HOLE	$185.00		$0.00
Rock Coring (NX size)	L.F.	$65.00		$0.00
Backfill Geoprobe soil Cutting	LF	$12.00		$0.00
Backfill Environmental Boring (Bentonite or Grout)	L.F.	$15.00		$0.00
Fast Set 45 Concrete Patch or DOT Road & Bridge Patch Mix -6"-*" hole	Each	$250.00		$0.00
Inclinometer Installation Including Material w/Cement & Bentonite	L.F.	$65.00		$0.00
Rough Drilling / Damaged Cutter Head / Augur Replacement	Each	$550.00		$0.00
Desander & Pump Rental for Mud Rotary Drilling	DAY	$225.00		$0.00
Generator - Night Work	DAY	$225.00		$0.00
Decon	DAY	$300.00		$0.00
Private Utility Locator	Hour	$250.00		$0.00
				$0.00

Rates adjusted 3% annually on January 1st of each year

Required Vendor Ethics Disclosure Statement

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

Date: 03/27/2026

Bid/Contract/PO #:

Company Name: GSG Consultants, Inc.	Company Contact: Ala Sassila
Contact Phone: 630.994.2610	Contact Email: asassila@gsg-consulatnts.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have re irements.

Authorized Signature Signature on file

Printed Name Ala E Sassila

Title Principal

Date 03/27/2026

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: 03/25/2026

Bid/Contract/PO #:

Company Name:	Alfred Benesch & Company	Company Contact:	James Surber
Contact Phone:	312-819-8249	Contact Email:	jsurber@benesch.com

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☒ **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.

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- 30 days prior to the optional renewal of any contract
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- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature: Signature on file

Printed Name: Andrew Keaschall, PE, SE, VMA

Title: Senior Vice President

Date: 03/25/2026

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

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

File #: DT-P-0037-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.H.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND CIORBA GROUP, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2026 ROADWAY RESURFACING PROGRAM-SOUTH REGION
SECTION 26-00331-00-RS
(CONTRACT TOTAL NOT TO EXCEED $466,950.00)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2026 Roadway Resurfacing Program, South Region-Section 26-00331-00-RS; and

WHEREAS, Ciorba Group, Inc. (hereinafter "CONSULTANT") has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed $466,950.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and the CONSULTANT be hereby accepted and approved for a contract total not to exceed $466,950.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

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

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

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1215	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $466,950.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $466,950.00
	CURRENT TERM TOTAL COST: $466,950.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Ciorba Group, Inc.	VENDOR #: 11025	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia
VENDOR CONTACT: Duane O'Laughlin	VENDOR CONTACT PHONE: 773-355-2923	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.travia@dupagecounty.gov
VENDOR CONTACT EMAIL: dolaughlin@ciorba.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional Service Agreement for 2026 Roadway Resurfacing (South) Program - Construction Engineering Services. Section number 26-00331-00-RS, for a contract total not to exceed $466,950.00; for the period of April 28, 2026, through May 31, 2027.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Construction engineering and administration services for the County's highway system Roadway Resurfacing Program. Tasks involve specification enforcement, measurement of quantities, contract administration, and contract coordination.

SECTION 2: DECISION MEMO REQUIREMENTS

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

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 29 firms. Based on the review of the Statements of Interest, 4 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, technical approach and key staff capabilities, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Ciorba Group, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Ciorba Group, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Ciorba Group, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: DOT Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Ciorba Group, Inc.	Vendor#: 11025	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 8725 W. Higgins Road, Suite 600	City: Chicago	Address:	City:
State: IL	Zip: 60631	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 28, 2026	Contract End Date (PO25): May 31, 2027

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		26-00331-00-RS	FY26	1500	3550	53010		300,000.00	300,000.00
2	1	EA		26-00331-00-RS	FY27	1500	3550	53010		166,950.00	166,950.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 466,950.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Service Agreement for 2026 Roadway Resurfacing (South) Program - Construction Engineering Services. Section number 26-00331-00-RS.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, don not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date October 31, 2028. Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND CIORBA GROUP, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2026 ROADWAY RESURFACING PROGRAM – SOUTH REGION
SECTION #26-00331-00-RS

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Ciorba Group, Inc., licensed to do business in the State of Illinois, with offices at 8725 W. Higgins Road, Suite 600, Chicago, Illinois 60631; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or 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 the 2026 Roadway Resurfacing Program-South Region, Section #26-00331-00-RS(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 $466,950.00; and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.3 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 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 (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

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

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

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

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

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in working for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2027, unless the term of this AGREEMENT is extended in conformity with Article 14 below.

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

6.0 DELIVERABLES

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

7.0 COMPENSATION

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this

AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $466,950.00, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee of $466,950.00. This total fee includes any and all direct labor, direct costs (BDE 436 Form), overhead and the fixed fee, which are all costs the CONSULTANT will be compensated for in its performance of the work defined in Exhibit A. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated herein by reference as Exhibit C. The CONSULTANT may request additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

7.4 Direct costs which are included in the total fees referenced in paragraph 7.3 above are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet 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 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 the Illinois Department of Labor at 312-793-2800 or visiting the web site at http://www2.illinois.gov/idol/. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

7.7 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.”

7.8 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.

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of**

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

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to

non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq*.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and subconsultant(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 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. 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. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations

and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee, or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq*., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq*.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to:** (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self -certifying, the consultants and subconsultants shall disclose whether they qualify as a small

business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire.**
(found at https://mwv.dupageco.org/).

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on May 31, 2027, 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 May 31, 2027.

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

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

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

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Michael Kowalski, Vice President of Construction) 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.

(Remainder of Page Left Intentionally Blank)

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

COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek
County Clerk

CIORBA GROUP, INC.

Signature on file

Duane O'Laughlin
Chief Operating Officer

ATTEST BY:

Signature on file

BY:

NAME: M. Anthony Wolff

TITLE: Principal - Water Resources

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

Pre-Con Meeting	5/13/2026
Work Start	5/19/206
Completion Date	9/30/2025

	Pre-Construction			Construction																				Post Construction/Closeout						
Week Ending:	**28-Apr**	**5-May**	**12-May**	**19-May**	**26-May**	**2-Jun**	**9-Jun**	**16-Jun**	**23-Jun**	**30-Jun**	**7-Jul**	**14-Jul**	**21-Jul**	**28-Jul**	**4-Aug**	**11-Aug**	**18-Aug**	**25-Aug**	**1-Sep**	**8-Sep**	**15-Sep**	**22-Sep**	**29-Sep**	**6-Oct**	**13-Oct**	**20-Oct**	**27-Oct**	**3-Nov**	**10-Nov**	**17-Nov**	**Totals**
Project Manager - Michael Kowalski	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		4	4	4	4	2	2	**68**
Resident Engineer/Lead Inspector - Adam Harn	10	20	10	45	45	45	45	45	45	45	45	45	50	50	50	50	50	50	50	45	45	45	45	45	40	40	40	10	10	10	**1170**
Full Time Inspector-Engineer II	20	20	40	45	45	45	45	45	45	45	45	45	50	50	50	50	50	50	50	45	45	45	45	45	20	20	20				**1120**
Part Time Inspector-Engineer III															45	45	45	45	45	45	45	45	45	45							**450**
Preliminary Survey For Removal Measurements-Technician I			40																												
Weekly Totals	**34**	**42**	**52**	**92**	**92**	**92**	**92**	**92**	**92**	**92**	**92**	**92**	**102**	**102**	**147**	**147**	**147**	**147**	**147**	**137**	**137**	**137**	**137**	**135**	**64**	**64**	**64**	**14**	**12**	**12**	
	Pre-Construction		**128**																			**Construction**		**2450**			**Post-Construction**	**230**			**2808**
Vehicle Days																															
Ciorba	5	5	10	10	10	10	10	10	10	10	10	10	10	10	15	15	15	15	15	15	15	15	15	15	7	7	7	1	1	1	**304**
																							Total Vehicle Days								**304**
Rubino Material Testing																															
Hours					4	8	8	16	16	16	24	24	24	24	24	16	16	16	8	8	16	16	4								**288**
Vehicle Days					1	1	1	1	1	2	3	3	3	2	2	2	2	2	2	2	2	1	1								**34**

DuPAGE COUNTY 2026 PAVEMENT MAINTENANCE – SOUTH
SCOPE OF SERVICES

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

The CONSULTANT further agrees:

(1) hat all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.

(2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.

(3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR.The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.

(4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within5 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 tothe CONTRACTOR will not be unduly delayed.

(7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER / COUNTY as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.

(8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be keptin 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 fromthe 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 CONSULTANTand its officers, and employees, whether notice of theresults thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor createany expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

(13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of saidconsultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	CIORBA GROUP, INC.	**DATE**	03/24/26
PRIME/SUPPLEMENT	PRIME	**PTB-ITEM#**	0
Prepared By	MICHAEL KOWALSKI		
Work Order #(if applicable)			

CONTRACT TERM	8	**MONTHS**		**OVERHEAD RATE**	137.01%
START DATE	5/1/2026			**COMPLEXITY FACTOR**	
RAISE DATE	1/1/2027			**% OF RAISE**	3%
				CURRENT SALARY CAP	$90.00
END DATE	1/1/2027				

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2026	12/31/2026	8	100.00%

The total escalation = **0.00%**

PAYROLL RATES

FIRM NAME CIORBA GROUP, INC. **DATE** 03/24/26
PRIME/SUPPLEMENT PRIME
PTB-ITEM # 0
Work Order # 0

ESCALATION FACTOR **0.00%**

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

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE ($90.00 CAP)
PROJECT MANAGER II	$88.00	$88.00
TECHNICIAN III	$54.00	$54.00
ENGINEER III	$47.36	$47.36
ENGINEER II	$42.90	$42.90
TECHNICIAN I	$26.00	$26.00

SUB-CONSULTANTS

FIRM NAME CIORBA GROUP, INC. **DATE** 03/24/26
PRIME/SUPPLEMENT PRIME
PTB-ITEM # 0
Work Order # 0

SUB-CONSULTANT NAME	Direct Labor Total (Payroll Only)	Contribution to the Prime (Sub-Consultant DL)
Rubino Material Testing	14,604.00	1,460.40
Total	**14,604.00**	**1,460.40**

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM CIORBA GROUP, INC. **DATE** 03/24/26

PTB-ITEM # 0 **OVERHEAD RATE** 137.01%

PRIME/SUPPLEMENT PRIME **COMPLEXITY FACTOR** 0

Work Order # 0

Ph II only Ph III HOURS BOX	DBE DROP BOX	TASKS (List the Subs below tasks)	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
		PRE CONSTRUCTION	168	7,336	10,051	27,360	2,714		-	47,461	10.16%
		CONSTRUCTION OBSERVATION AN	2450	119,794	164,130		44,324		-	328,248	70.30%
		POST CONSTRUCTION	230	12,434	17,036		4,601		-	34,071	7.30%
				-	-		-		-	-	
	DBE	RUBINO MATERIAL TESTING		-	-		-	55,710	55,710	55,710	11.93%
				-	-		-		-	-	
				-	-		-		-	-	
				-	-		-		-	-	
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				-	-		-		-	-	
				-	-		-		-	-	
				-	-		-		-	-	
		Subconsultant DL					1,460			1,460	0.31%
		TOTALS	2,848	$139,564	$191,217	$27,360	$53,099	$55,710	$55,710	$466,950	100.00%

Department use only

PR + OH = $330,781
PR+OH+DC+FF = $411,240
DBE % = 12%
Phase III = $0

AVERAGE HOURLY PROJECT RATES

FIRM CIORBA GROUP, INC.
PTB-ITEM# 0
PRIME/SUPPLEMENT PRIME
Work Order # 0

DATE 03/24/26

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL HOURS	TOTAL % Part.	TOTAL Wgtd Avg	TASK PRE CONSTRUCTION Hours	% Part.	Wgtd Avg	TASK CONSTRUCTION OBSERVA Hours	% Part.	Wgtd Avg	TASK POST CONSTRUCTION Hours	% Part.	Wgtd Avg	TASK Hours	% Part.	Wgtd Avg	TASK RUBINO MATERIAL TESTING Hours	% Part.	Wgtd Avg
PROJECT MANAGER II	$88.00	68.0	2.39%	2.10	8	4.76%	4.19	40	1.63%	1.44	20	8.70%	7.65						
TECHNICIAN III	$54.00	1,170.0	41.08%	22.18	40	23.81%	12.86	980	40.00%	21.60	150	65.22%	35.22						
ENGINEER III	$47.36	450.0	15.80%	7.48				450	18.37%	8.70									
ENGINEER II	$42.90	1,120.0	39.33%	16.87	80	47.62%	20.43	980	40.00%	17.16	60	26.09%	11.19						
TECHNICIAN I	$26.00	40.0	1.40%	0.37	40	23.81%	6.19												
		0.0																	
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TOTALS		2848.0	100%	$49.00	168.0	100.00%	$43.67	2450.0	100%	$48.90	230.0	100%	$54.06	0.0	0%	$0.00	0.0	0%	$0.00

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	Rubino Engineering, Inc.
PRIME/SUPPLEMENT	Ciorba Group
Prepared By	Michelle Lipinski
Work Order #(if applicable)	

DATE	03/25/26
PTB-ITEM#	0

CONTRACT TERM	5	**MONTHS**	**OVERHEAD RATE**	159.87%
START DATE	5/19/2026		**COMPLEXITY FACTOR**	0
RAISE DATE	3/1/2027		**% OF RAISE**	3%
			CURRENT SALARY CAP	$90.00
END DATE	10/19/2026			

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/19/2026	10/18/2026	5	100.00%

The total escalation = **0.00%**

PAYROLL RATES

FIRM NAME Rubino Engineering, Inc. **DATE** 03/25/26
PRIME/SUPPLEMENT Ciorba Group
PTB-ITEM # 0
Work Order # 0

ESCALATION FACTOR **0.00%**

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

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE ($90.00 CAP)
Material Tester 1 & 2	$44.04	$44.04
Project Manager / Engineer	$50.22	$50.22
Staff Engineer / Geologist / Soil Scie	$37.07	$37.07
Principal	$74.00	$74.00

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM Rubino Engineering, Inc. **DATE** 03/25/26

PTB-ITEM # 0 **OVERHEAD RATE** 159.87%

PRIME/SUPPLEMENT Ciorba Group **COMPLEXITY FACTOR** 0

Work Order # 0

Ph II only Ph III HOURS BOX	DBE DROP BOX	TASKS (List the Subs below tasks)	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	DBE	Material Tester 1 & 2	320	14,604	23,348	12,354	5,404		55,710	55,710	100.00%
				-	-		-		-	-	
				-	-		-		-	-	
				-	-		-		-	-

AVERAGE HOURLY PROJECT RATES

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

DATE 03/25/26

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL HOURS	TOTAL % Part.	TOTAL Wgtd Avg	TASK Material Tester 1 & 2 Hours	TASK % Part.	TASK Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg
Material Tester 1 & 2	$44.04	268.0	83.75%	36.88	268	83.75%	36.88												
Project Manager / Engineer	$50.22	44.0	13.75%	6.91	44	13.75%	6.91												
Staff Engineer / Geologist /	$37.07	0.0																	
		0.0																	
Principal	$74.00	8.0	2.50%	1.85	8	2.50%	1.85												
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TOTALS		320.0	100%	$45.64	320.0	100.00%	$45.64	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

EXHIBIT B

DELIVERABLES

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EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Ciorba Group

PROJECT: Professional Construction Engineering-2026 Roadway Resurfacing Program - South - Section # 26-00331-00-RS

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	90.00	90.00	
Project Manager III	90.00	90.00	
Lead Structural Engineer	86.00	90.00	
Project Manager II	85.00	90.00	
Project Manager I	64.00	90.00	
CAD Manager	76.00	90.00	
Project Engineer II	62.00	72.00	
Project Engineer I	60.00	71.00	
Resident Engineer I	64.00	74.00	
Engineer IV Structures	62.00	72.00	
Survey Manager	60.00	69.00	
Lead Surveyor	57.00	66.00	
Technician III	54.00	63.00	
Engineer IV	50.00	60.00	
Technician II	52.00	61.00	
Engineer III Structures	48.00	50.00	
Engineer III	46.00	50.00	
Engineer II Structures	42.00	48.00	
Engineer II	41.00	46.00	
Engineer I	39.00	41.00	
Technician I	26.00	30.00	
Intern	26.00	30.00	

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

Signature of Authorized Agent for CONSULTANT: Signature on file Date: 03/18/2026

Melissa Bentz
Print Name

Approved By COUNTY: Signature on file Date: 3/26/26

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Rubino Engineering, Inc.

PROJECT: 2026 Roadway Resurfacing Program - South #26-00331-00-RS

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Material Tester 1 & 2	40.00	65.00	
Project Manager / Engineer	40.00	70.00	
Staff Engineer / Geologist / Soil Scientist	30.00	55.00	
Principal Engineer	70.00	90.00	

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

Signature of Authorized Agent for CONSULTANT: Signature on file Date: 3/19/2026

Michelle Lipinski, P.E.
Print Name

Approved By COUNTY: Signature on file Date: 3/26/2026

Yifang Lu, Chief Highway Engineer

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, 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 _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to reassign staff for the following 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 ensure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.

FIRM NAME	**CIORBA GROUP, INC.**	**Date:**	**03/24/26**
PRIME/SUPPLEMENT	**PRIME**		
PTB-ITEM #	**0**		
Work Order #	**MICHAEL KOWALSKI**		

ITEM	ALLOWABLE	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the state federal maximum		$0.00	$0.00
Lodging (per Federal GSA)	Actual cost (Up to the federal rate maximum)		$0.00	$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual cost		$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval		$0.00	$0.00
Vehicle Mileage (per Federal GSA)	Up to the federal rate maximum		$0.00	$0.00
Vehicle Owned or Leased	$45.00/half day (4 hours or less) or $90/full day	304	$90.00	$27,360.00
Vehicle Rental	Actual cost (Up to $55/day)		$0.00	$0.00
Vehicle Rental Fuel	Actual cost (Submit supporting documentation)		$0.00	$0.00
Tolls	Actual cost		$0.00	$0.00
Parking	Actual cost		$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)		$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)		$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Project Specific Insurance	Actual cost		$0.00	$0.00
Monuments (Permanent)	Actual cost		$0.00	$0.00
Photo Processing	Actual cost		$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost		$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost		$0.00	$0.00
CADD	Actual cost (Max $15/hour)		$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)		$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		$0.00	$0.00
Recording Fees	Actual cost		$0.00	$0.00
Transcriptions (specific to project)	Actual cost		$0.00	$0.00
Courthouse Fees	Actual cost		$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Testing of Soil Samples*	Actual cost (provide breakdown of costs to the Department for approval)		$0.00	$0.00
Lab Services*	Actual cost (provide breakdown of cost for each lab service to the Department's PM for approval)		$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (**Rental** - Requires 2-3 quotes with IDOT approval)/**Owned** - Provide depreciated value for IDOT approval)		$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
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			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL DIRECT COST				**$27,360.00**

FIRM NAME	Rubino Engineering, Inc.	**Date:**	03/25/26
PRIME/SUPPLEMENT	Ciorba Group		
PTB-ITEM #	0		
Work Order #	Michelle Lipinski		

ITEM	ALLOWABLE	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the state federal maximum		$0.00	$0.00
Lodging (per Federal GSA)	Actual cost (Up to the federal rate maximum)		$0.00	$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual cost		$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval		$0.00	$0.00
Vehicle Mileage (per Federal GSA)	Up to the federal rate maximum		$0.00	$0.00
Vehicle Owned or Leased	$45.00/half day (4 hours or less) or $90/full day	34	$90.00	$3,060.00
Vehicle Rental	Actual cost (Up to $55/day)		$0.00	$0.00
Vehicle Rental Fuel	Actual cost (Submit supporting documentation)		$0.00	$0.00
Tolls	Actual cost		$0.00	$0.00
Parking	Actual cost		$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)	16	$22.02	$352.32
Shift Differential	Actual cost (Based on firm's policy)		$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Project Specific Insurance	Actual cost		$0.00	$0.00
Monuments (Permanent)	Actual cost		$0.00	$0.00
Photo Processing	Actual cost		$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost		$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost		$0.00	$0.00
CADD	Actual cost (Max $15/hour)		$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)		$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		$0.00	$0.00
Recording Fees	Actual cost		$0.00	$0.00
Transcriptions (specific to project)	Actual cost		$0.00	$0.00
Courthouse Fees	Actual cost		$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Testing of Soil Samples*	Actual cost (provide breakdown of costs to the Department for approval)		$0.00	$0.00
Lab Services*	Actual cost (provide breakdown of cost for each lab service to the Department's PM for approval)	12	$595.00	$7,140.00
Equipment and/or Specialized Equipment Rental*	Actual cost (**Rental** - Requires 2-3 quotes with IDOT approval)/(**Owned** - Provide depreciated value for IDOT approval)		$0.00	$0.00
PCC Cylinder Compression Test	In House Direct Cost	36	$19.50	$702.00
Core Density	In House Direct Cost		$44.50	$0.00
Nuclear Density Gauge	In House Direct Cost	22	$50.00	$1,100.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
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			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL DIRECT COST				**$12,354.32**

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

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

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

[X] **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.

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature: Signature on file

Printed Name: Melissa Bentz

Title: CFO

Date: 03/18/2026

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

Required Vendor Ethics Disclosure Statement

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

Date: 3/19/2026

Bid/Contract/PO #:

Company Name:	Rubino Engineering, Inc.	Company Contact:	Michelle Lipinski, P.E.
Contact Phone:	847-931-555	Contact Email:	michelle.lipinski@rubinoeng.com

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

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

[X] **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.

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on file

Printed Name Michelle Lipinski, P.E.

Title President

Date 3/19/2026

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

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

File #: DT-P-0038-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.I.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND COLLINS ENGINEERS, INC.
VARIOUS PROFESSIONAL BRIDGE INSPECTION SERVICES
SECTION 26-00009-02-EG
(CONTRACT TOTAL NOT TO EXCEED $700,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as "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 ("Agreement"); and

WHEREAS, the COUNTY requires Professional Bridge Inspection Services for various locations upon request, for the Division of Transportation, Section 26-00009-02-EG; and

WHEREAS, Collins Engineers, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional bridge inspection services, and is willing to perform the required services for an amount not to exceed $700,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 *et seq*; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for the contract period of April 28, 2026, through May 31, 2030.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Collins Engineers, Inc. be hereby accepted and approved for a contract total not to exceed $700,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Collins Engineers, Inc., 550 W. Jackson, Suite 1200, Chicago, Illinois 60661, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1213	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: $700,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $700,000.00
	CURRENT TERM TOTAL COST: $700,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: Collins Engineers, Inc.	VENDOR #: 12733	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia
VENDOR CONTACT: Michael Haas	VENDOR CONTACT PHONE: 312.236-2458	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.travia@dupagecounty.gov
VENDOR CONTACT EMAIL: mhaas@collinsengr.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Service Agreement for Bridge Inspection Services at various Roadway and Trail Bridges within DuPage County, upon request. Section number 26-00009-02-EG, for a contract total not to exceed $700,000.00; for the period of April 28, 2026, through May 31, 2030.

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
The County is required according to the National Bridge Inspection Standards (NBIS) and federal law, to inspect and report the condition of its bridges to the Illinois Department of Transportation (IDOT) who maintains a database of all bridges within Illinois. This database is part of the National Bridge Inventory (NBI), and is administered by the Federal Highway Administration. Bridge inspectors are required to have and maintain specific qualifications under the NBIS.

SECTION 2: DECISION MEMO REQUIREMENTS

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

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 15 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, technical approach and key staff capabilities, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Collins Engineers, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Collins Engineers, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Collins Engineers, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: DOT Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: Collins Engineers, Inc.	Vendor#: 12733	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 550 West Jackson Suite 1200	City: Chicago	Address:	City:
State: IL	Zip: 60661	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 28, 2026	Contract End Date (PO25): 5/31/2030

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		26-00009-02-EG	FY26	1500	3500	54040		100,000.00	100,000.00
2	1	EA		26-00009-02-EG	FY27	1500	3500	54040		150,000.00	150,000.00
3	1	EA		26-00009-02-EG	FY28	1500	3500	54040		150,000.00	150,000.00
4	1	EA		26-00009-02-EG	FY29	1500	3500	54040		150,000.00	150,000.00
5	1	EA		26-00009-02-EG	FY30	1500	3500	54040		150,000.00	150,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 700,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Service Agreement for Bridge Inspection Services for DOT Roadway and Trail Bridges. Section number 26-00009-02-EG
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, don not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date October 31, 2028. Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND COLLINS ENGINEERS INC.
FOR VARIOUS PROFESSIONAL BRIDGE INSPECTION SERVICES
SECTION # 26-00009-02-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2026, 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 Collins Engineers Inc., licensed to do business in the State of Illinois, with offices at 2512 Wisconsin Avenue, Downers Grove, Illinois 60515; (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 engineering services to perform bridge inspections at various locations upon request (PROJECT), Section #26-00009-02-EG (hereinafter referred to as "Work Orders"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed $700,000.00; and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. Services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).

2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT [or] approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below and/or shall be documented by an amendment to the originally approved Work Order, or by issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services

hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

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

3.0 NOTICE TO PROCEED

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

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The 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 services

under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules if permitted in Paragraph 7.3.

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

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for the PROJECT and for any approved Work Order(s). 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 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2030 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) 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 deliverables specified in the approved Work Order(s), or as otherwise agreed to by the COUNTY and CONSULTANT. A preliminary list of work is attached hereto as 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 $700,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services 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 and profit. 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 and subject to the terms in 7.3(b) below.

The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT or Work Order(s).

7.3.a If overtime/weekend/holiday (o/w/h) rates are expressly allowed under the AGREEMENT, but such rates are not otherwise specified, the o/w/h rate for each category

shall be no more than one hundred fifty percent (150%) of the stated normal rate for that category. The o/w/h rate, when allowed, shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in a given week (Sunday-Saturday) on the PROJECT or Work Order(s).

7.3.b If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT:

(i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year;

(ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT; and

(iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.

7.4 Direct costs, which are included in the total fees referenced in paragraph 7.3 above, are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet 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 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 the Illinois Department of Labor at 312-793-2814 or visiting the web site 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.

7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted for each approved Work Order and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for services 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 shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act.”

7.8 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.

7.9 Upon acceptance of all deliverables specified in Exhibit A of this AGREEMENT [or] by approved Work Order(s), 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 ($1,000,000.00) dollars each employee/disease.

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

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

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and

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

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer 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 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach,

and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. 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. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq*., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq*.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the**

Awarded Vendor Questionnaire.
(Found at https://mwv.dupagecounty.gov/).

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

14.0 MODIFICATION OR AMENDMENT

14.1 The 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 May 31, 2030 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 May 31, 2030.

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 fulfil their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

Collins Engineers, Inc.
550 West Jackson, Suite 1200
Chicago, IL 60661
ATTN: Michael Haas
Vice President
Phone: 312-236-2458
Email: mhaas@collinsengr.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Stephen M. Travia
Director of Transportation & Facilities Mgt.
Phone: 630.407.6900

Email: stephen.travis@dupagecounty.gov

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday–Friday); (b) served by 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 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 considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and

further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 The CONSULTANT'S key personnel specified in this AGREEMENT (Michael Haas, 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 sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require 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

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek, County Clerk

COLLINS ENGINEERS INC.

Signature on file

Charles Conrad
Executive Vice President-Divisions

ATTEST BY:

Signature on file

John Yonan
Print Name

Vice President
Title

COLLINS ENGINEERS INC.

March 24, 2026

Ms. Yifang Lu, P.E.
Chief Highway Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

Collins Engineers Inc. is looking forward to this opportunity to provide professional engineering services for the structural inspection of highway and trail bridges and various other structures under the jurisdiction of the Division of Transportation (DOT) and to oversee the County's bridge management program as Bridge Program Manager, who will represent the County and complete the tasks required of the County with regards to the program. Our staff has successfully performed routine, in-depth, fracture critical, element level, special, underwater, and non-NBIS inspections and we fully understand what it takes to deliver a successful bridge inspection program and will be responsible to perform, but not limited to, the following:

• Perform inspection and reporting of in-service highway and trail/pedestrian bridges including routine, underwater, special feature, in-depth, and element level inspections in accordance with the National Bridge Inspection Standards (NBIS) as administered by the Illinois Department of Transportation (IDOT). Reports shall include forms per DOT, IDOT, and NBIS requirements, inspection narratives, photo logs, and repair/maintenance recommendations with cost estimates.

• Provide for all traffic control, railroad coordination, and licenses/permits as needed to accomplish the required inspection work.

• Perform correspondence and coordination with IDOT as needed to ensure compliance with IDOT and FHWA requirements and to ensure the Illinois Structure Information System (ISIS) records are accurate.

• Perform Bridge Scour Critical Evaluation(s) as required by DOT or IDOT.

• Perform structural inspection and reporting for various non-NBIS structures under DOT jurisdiction, including highway sign structural supports, select small structures (less than 20-ft spans), and select retaining walls.

• Perform inspection of Class III dams under DOT jurisdiction, and submittal of signed and sealed inspection reports per IDNR requirements.

• Provide updates to the DOT's AASHTOWare bridge models and provide AASHTOWare technical support to DOT staff.

• Provide as-needed structural analysis relating to the permitting of overweight highway movements across structures under DOT jurisdiction.

• Perform other inspection-related tasks, Bridge Program Manager duties, and structural analysis as requested by the County.

Our approach to ensure on-time inspections and reporting includes proper planning and scheduling, grouping structures based on location, including weather days, internal QC, and DuPage DOT review time in our schedule, and tracking the progress of inspections and reporting in an online spreadsheet, which will be available for the DOT to review. Our commitment to planning and communication has ensured safe, accurate, and efficient inspection projects for many Agencies including DuPage County, and again we are grateful for this opportunity.

Sincerely,

Signature on file

EXHIBIT B

DELIVERABLES

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EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Collins Engineers Inc.

PROJECT: Professional Bridge Inspection Services

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer (E8)	$86.00	$90.00	
Principal Engineer (E7)	$86.00	$90.00	
Senior Engineer (E6)	$74.00	$90.00	
Senior Engineer (E5)	$64.00	$86.00	
Engineer (E4)	$56.00	$82.00	
Engineer (E3)	$45.00	$70.00	
Junior Engineer (E2)	$40.00	$55.00	
Junior Engineer (E1)	$38.00	$48.00	
Senior CAD Technician (D3)	$44.00	$56.00	
Senior Engineering Technician (T3)	$42.00	$70.00	
CAD Technician (D2)	$35.00	$44.00	
Junior Technician (T1)	$24.00	$38.00	

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

Signature of Authorized Agent for CONSULTANT: Signature on file
Signature

Date: 3/27/26

Michael Haas
Print Name

Approved By COUNTY: Signature on file
Yifang Lu, Chief Highway Engineer

Date: 3/30/2026

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, 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 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.

Illinois Department of Transportation

Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Collins Engineers Inc.		26-00009-02-EG

☒ Prime ☐ Supplement Date 03/24/26

Consultant

Collins Engineers 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	☐			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	☐			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	☐			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	☐			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	☒		$0.72	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	☐			
Vehicle Rental	Actual cost (Up to $55/day)	☐			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	☐			
Tolls	Actual cost	☐			
Parking	Actual cost	☐			
Overtime	Premium portion (Submit supporting documentation)	☐			
Shift Differential	Actual cost (Based on firm's policy)	☐			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	☒		$65.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	☒		$150.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	☐			
Project Specific Insurance	Actual cost	☐			
Monuments (Permanent)	Actual cost	☐			
Photo Processing	Actual cost	☐			
2-Way Radio (Survey or Phase III Only)	Actual cost	☐			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	☐			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max $15/hour)	☐			
Website	Actual cost (Submit supporting documentation)	☐			
Advertisements	Actual cost (Submit supporting documentation)	☐			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	☐			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	☐			
Recording Fees	Actual cost	☐			
Transcriptions (specific to project)	Actual cost	☐			
Courthouse Fees	Actual cost	☐			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	☒		$3,600.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	☐			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	☐			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	☐			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	☒		$250.00	$0.00
Individual Dive Hazard Pay	Actual Cost (up to $100/day)	☒		$100.00	$0.00
Climbing Equipment	Actual Cost (up to $55/day)	☒		$55.00	$0.00
14' Boat and Motor	Actual Cost (up to $80/day)	☒		$80.00	$0.00
20-21' Boat, Motor & Trailer	Actual Cost (up to $150/day)	☒		$150.00	$0.00
Surface Supplied Air Diving Equipment	Actual Cost (up to $300/day)	☒		$300.00	$0.00
Underwater Acoustic Imaging Equipment	Actual Cost (up to $350/day)	☒		$350.00	$0.00
Automated Hydrographic Survey Equipment	Actual Cost (up to $300/day)	☒		$300.00	$0.00
Bucket Truck	Actual Cost (up to $400/day)	☒		$400.00	$0.00
RR Right of Entry / Permit / Flagger	Actual Cost (up to $1500/day)	☒		$4,000.00	$0.00
				Total Direct Cost	$0.00

*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

Required Vendor Ethics Disclosure Statement

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

Date: 3/12/2026

Bid/Contract/PO #: 26-00009-02-EG

Company Name:	Collins Engineers, Inc.	Company Contact:	Jason M. Schneider, SE, PE
Contact Phone:	(312) 704-9300	Contact Email:	jschneider@collinsengr.com

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

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

[X] **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.

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature: Signature on file

Printed Name: Jason M. Schneider, SE, PE

Title: Vice President, Regional Manager

Date: 3/12/2026

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

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

File #: DT-P-0039-26 **Agenda Date:** 4/21/2026 **Agenda #:** 8.J.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND H.W. LOCHNER, INC.
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2026 ROADWAY RESURFACING PROGRAM (NORTH REGION)
SECTION 26-00330-00-RS
(CONTRACT TOTAL NOT TO EXCEED $479,147.00)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for the 2026 Roadway Resurfacing Program (North Region), Section 26-00330-00-RS; and

WHEREAS, H.W. Lochner, Inc. (hereinafter referred to as 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 $479,147.00; and

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

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount, for the contract period of April 28, 2026, through May 31, 2027.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and H.W. Lochner, Inc. be hereby accepted and approved for a contract total not to exceed $479,147.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to H.W. Lochner, Inc., 225 W Washington Street, 12th Floor, Chicago, Illinois 60606, by and through the Division of Transportation.

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

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

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

SECTION 1: DESCRIPTION

General Tracking		*Contract Terms*	
FILE ID#: 26-1214	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: $479,147.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 04/21/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: $479,147.00
	CURRENT TERM TOTAL COST: $479,147.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		*Department Information*	
VENDOR: H.W. Lochner, Inc.	VENDOR #: 12406	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephen Travia
VENDOR CONTACT: Lance Peterman	VENDOR CONTACT PHONE: 630.679.1670	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: stephen.travia@dupagecounty.gov
VENDOR CONTACT EMAIL: lpeterman@hwlochner.com	VENDOR WEBSITE:	DEPT REQ #:	

Overview

DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).
Professional Service Agreement for 2026 Roadway Resurfacing (North) Program - Construction Engineering Services. Section number 26-00330-00-RS, for a contract total not to exceed $479,147.00; for the period of April 28, 2026, through May 31, 2027

JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished
Construction engineering and administration services for the County's highway system Roadway Resurfacing Program. Tasks involve specification enforcement, measurement of quantities, contract administration, and contract coordination.

SECTION 2: DECISION MEMO REQUIREMENTS

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

PROFESSIONAL SERVICES EXCLUDED PER DUPAGE ORDINANCE (SECTION 2-353) AND 50 ILCS 510/2 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 29 firms. Based on the review of the Statements of Interest, 4 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, technical approach and key staff capabilities, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by H.W. Lochner, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to H.W. Lochner, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that H.W. Lochner, Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

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

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		*Send Invoices To:*	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: DOT Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 6900	Fax:
Send Payments To:		*Ship to:*	
Vendor: H.W. Lochner, Inc.	Vendor#: 11025	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 225 W. Washington Street 12th floor	City: Chicago	Address:	City:
State: IL	Zip: 60606	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Apr 28, 2026	Contract End Date (PO25): May 31, 2027

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		26-00330-00-RS	FY26	1500	3550	53010		300,000.00	300,000.00
2	1	EA		26-00330-00-RS	FY27	1500	3550	53010		179,147.00	179,147.00
FY is required, ensure the correct FY is selected.										Requisition Total	$ 479,147.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Service Agreement for 2026 Roadway Resurfacing (North) Program - Construction Engineering Services. Section number 26-00330-00-RS.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT will issue a formal NTP, don not send copy of PO to vendor.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last invoice date October 31, 2028. Send copy of PO via email to DOTFinance@dupagecounty.gov & Joan.McAvoy@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under $15,000. Procurement Officer Approval for ETSB.

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND H.W. LOCHNER, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
2026 ROADWAY RESURFACING PROGRAM – NORTH REGION
SECTION #26-00330-00-RS

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2026, between the County of DuPage, a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and H.W. Lochner, Inc., licensed to do business in the State of Illinois, with offices at 225 W. Washington Street, 12th Floor, Chicago, Illinois 60606; (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 the 2026 Roadway Resurfacing Program-North Region, Section #26-00330-00-RS(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 $479,147.00; and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.3 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 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 (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

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

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and 21.2, as well as any requirements contained in Exhibits A and C attached hereto.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

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

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

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in working for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional construction engineering services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by May 31, 2027, unless the term of this AGREEMENT is extended in conformity with Article 14 below.

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

6.0 DELIVERABLES

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

7.0 COMPENSATION

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this

AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $479,147.00, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For services performed by the CONSULTANT, the COUNTY shall pay a cost-plus fixed fee of $479,147.00. This total fee includes any and all direct labor, direct costs (BDE 436 Form), overhead and the fixed fee, which are all costs the CONSULTANT will be compensated for in its performance of the work defined in Exhibit A. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant's staff, identified by classification, is attached and incorporated herein by reference as Exhibit C. The CONSULTANT may request additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C (including Exhibit C for approved sub-consultant(s)) when invoices are submitted for the PROJECT.

7.4 Direct costs which are included in the total fees referenced in paragraph 7.3 above are expenses for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet 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 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 the Illinois Department of Labor at 312-793-2800 or visiting the web site at http://www2.illinois.gov/idol/. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to ensure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices for services rendered, including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.

7.7 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.”

7.8 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.

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation, DuPage County Division of**

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

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

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

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to

non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents, and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq*.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and subconsultant(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 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. 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. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations

and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee, or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq*., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq*.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to:** (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self -certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration

standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire.**
(found at https://mwv.dupageco.org/).

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

14.0 MODIFICATION OR AMENDMENT

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

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

15.0 TERM OF THIS AGREEMENT

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on May 31, 2027, 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 May 31, 2027.

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

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

16.0 TERMINATION

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

H.W. Lochner, Inc.
225 W. Washington Street, 12th Floor
Chicago, Illinois 60606
ATTN: Lance Peterman
Vice President
Phone: 630.679.1670
Email: lpeterman@hwlochner.com

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

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

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

26.2 The CONSULTANT'S key personnel specified in the AGREEMENT (Project Manager: Alan Hasler, Senior 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.

(Remainder of Page Left Intentionally Blank)

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

COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST BY:

Jean Kaczmarek
County Clerk

H.W. LOCHNER, INC.

Signature on file

James Houston
Office Manager

ATTEST BY:

Signature on file

Signature

ALAN C. HASCER
Print Name

SR. PROJECT MANAGER
Title

2026 Roadway Resurfacing Program
North Section
SECTION: 26-00330-00-RS

H.W. LOCHNER, INC.
PROPOSED MANHOURS/VEHICLE HOURS

2026

	Pre- Construction			Construction																		Post Construction				Totals
Week Ending:	**8-May**	**15-May**	**22-May**	**29-May**	**5-Jun**	**12-Jun**	**19-Jun**	**26-Jun**	**3-Jul**	**10-Jul**	**17-Jul**	**24-Jul**	**31-Jul**	**7-Aug**	**14-Aug**	**21-Aug**	**28-Aug**	**4-Sep**	**11-Sep**	**18-Sep**	**25-Sep**	**2-Oct**	**9-Oct**	**16-Oct**	**23-Oct**	**30-Oct**	
Principal/Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	**52**
Resident Engineer (PM I)	16	24	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	24	24	16	**776**
Inspector 1 (CE II)			40	40	40	40	40	40	40	40	40	44	44	44	44	44	44	40	40	40	40	40	40				**864**
Inspector 2 (CA I)						40	40	40	40	40	40	48	48	48	48	48	40	40	40	40	40						**680**
Doc Support (PSC II)		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	16	16	16	16	**232**
Clerical			4					4				4				4				4			4			4	**28**
Weekly Totals	18	34	86	82	82	122	122	126	122	122	122	138	134	134	134	138	126	122	122	126	122	82	94	42	42	38	**2632**
	Pre-Const Hours =		138																	Construction Hours =		2278	Post Construction Hours =			216	

Vehicle Days

Lochner	2	8	9	9	9	9	14	14	14	15	15	16	16	16	16	16	15	15	15	9	9	9	9	6	3	2	**290**
																										Total Vehicle Days	**290**

Material Testing (STATE)

Testing Hours	2		12	20	10	18	10	18	18	18	12	12	10	10	18		10										**198**
Lab Hours			10		10		10		10		10		10		10		8										**78**
Vehicle Days			2	2	2	3	1	2	2	1	1	1	2	1	2		2										**24**

DuPAGE COUNTY 2026 PAVEMENT MAINTENANCE – NORTH
SCOPE OF SERVICES

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

The CONSULTANT further agrees:

(1) That all work under this AGREEMENT will be observed for compliance with the contract documents and the standard practices of the COUNTY. Sampling frequencies for inspection and testing will be as prescribed by the specifications and instruction furnished by the COUNTY and no variation will be permitted except on written order of the COUNTY.

(2) To provide the necessary personnel to adequately perform the requirements of the AGREEMENT, and that his/her employees will possess the experience, knowledge and character to qualify them for the particular duties each is to perform.

(3) To designate a representative from the firm who will act as the RESIDENT ENGINEER for the CONTRACTOR and monitor the activities of all personnel furnished by the CONTRACTOR.The designated representative will report to and be directly responsible to the County's Engineer who is in responsible charge of the construction section.

(4) To furnish the personnel and services required herein, as determined by the rate of construction progress, within5 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 tothe CONTRACTOR will not be unduly delayed.

(7) To immediately bring to the attention of the COUNTY through the RESIDENT ENGINEER, failure by the CONTRACTOR to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may be of interest to the RESIDENT ENGINEER / COUNTY as well as all situations incapable of disposition in the field. A representative of the CONSULTANT will also be available to attend conferences for the disposition of such matters when so requested by the COUNTY.

(8) To accurately measure and/or compute all quantities of materials used on the construction section in accordance with the specifications and standard practice of the COUNTY. Records of such measurements and computations will be keptin 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 fromthe 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 completionof the actual construction by the CONTRACTOR.

(12) Any inspection of the work conducted by the CONSULTANTand its officers, and employees, whether notice of theresults thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor createany expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

(13) Notify the Material Testing consultant when its' services are required and monitor the expenditures of saidconsultant. The CONSULTANT shall maintain a record of the Material Testing consultant's work and review all invoices submitted by the Material Testing consultant for payment for accuracy. The CONSULTANT shall monitor the work activities of the Material Testing consultant to be certain all required testing is performed within budget.

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	H.W. Lochner, Inc.
PRIME/SUPPLEMENT	Prime
Prepared By	Alan Hasler, PE
Work Order #(if applicable)	26-00330-00-RS

DATE	03/26/26
PTB-ITEM#	219

CONTRACT TERM	13	**MONTHS**	**OVERHEAD RATE**	112.72%
START DATE	5/1/2026		**COMPLEXITY FACTOR**	0
RAISE DATE	3/1/2027		**% OF RAISE**	3%
			CURRENT SALARY CAP	$90.00
END DATE	6/1/2027			

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2026	3/1/2027	10	76.92%
1	3/2/2027	6/1/2027	3	23.77%

The total escalation = **0.69%**

PAYROLL RATES

FIRM NAME H.W. Lochner, Inc. **DATE** 03/26/26
PRIME/SUPPLEMENT Prime
PTB-ITEM # 219
Work Order # 26-00330-00-RS

ESCALATION FACTOR **0.69%**

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

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE ($90.00 CAP)
Principal	$90.00	$90.00
Project Manager III	$90.00	$90.00
Project Manager II	$85.63	$86.22
Project Manager I	$75.59	$76.11
Engineer IV	$89.17	$89.79
Engineer III	$59.58	$59.99
Engineer II	$61.38	$61.80
Engineer I	$53.99	$54.36
Engineering Associate I	$38.80	$39.07
Project Accounting Specialist	$49.95	$50.30
Structural Engineer III	$84.37	$84.95
Structural Engineer II	$64.88	$65.33
Structural Engineer I	$58.21	$58.61
Construction Associate I	$39.22	$39.49
Construction Engineer III	$85.00	$85.59
Construction Engineer II	$71.69	$72.19
Inspector IV	$47.73	$48.06
Materials Management Technician	$74.26	$74.77
Project Services Coordinator II	$38.91	$39.18
Project Services Coordinator I	$32.84	$33.07
CADD Manager	$81.04	$81.60
Planner 1	$39.03	$39.30
Intern	$25.00	$25.17

Bureau of Design and Environment

SUB-CONSULTANTS

FIRM NAME H.W. Lochner, Inc. **DATE** 03/26/26
PRIME/SUPPLEMENT Prime
PTB-ITEM # 219
Work Order # 26-00330-00-RS

SUB-CONSULTANT NAME	Direct Labor Total (Payroll Only)	Contribution to the Prime (Sub-Consultant DL)
STATE Testing, LLC	15,965.00	1,596.50
Total	**15,965.00**	**1,596.50**

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM H.W. Lochner, Inc. **DATE** 03/30/26

PTB-ITEM # 219 **OVERHEAD RATE** 112.72%

PRIME/SUPPLEMENT Prime **COMPLEXITY FACTOR** 0

Work Order # 26-00330-00-RS

Ph II only Ph III HOURS BOX	DBE DROP BOX	TASKS (List the Subs below tasks)	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
		PreConstruction	138	9,736	10,974	32,878	3,106		-	56,694	11.83%
		Construction	2278	139,905	157,701		44,641		-	342,247	71.43%
		Post Construction	216	13,824	15,583		4,411		-	33,818	7.06%
				-	-		-		-	-	
		Materials QA Testing (STATE)		-	-		-	46,388	-	46,388	9.68%
				-	-		-		-	-	
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				-	-		-		-	-	
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				-	-		-		-	-	
		Subconsultant DL					0			-	0.00%
		TOTALS	2,632	$163,465	$184,258	$32,878	$52,158	$46,388	$0	$479,147	100.00%

The subconsultant fee has been adjusted due to 15% fixed fee cap.

Department use only

PR + OH = $347,723
PR+OH+DC+FF = $432,759
DBE % = 0%
Phase III = $0

AVERAGE HOURLY PROJECT RATES

FIRM H.W. Lochner, Inc.
PTB-ITEM# 219
PRIME/SUPPLEMENT Prime
Work Order # 26-00330-00-RS

DATE 03/30/26

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL HOURS	TOTAL % Part.	TOTAL Wgtd Avg	TASK PreConstruction Hours	PreConstruction % Part.	PreConstruction Wgtd Avg	TASK Construction Hours	Construction % Part.	Construction Wgtd Avg	TASK Post Construction Hours	Post Construction % Part.	Post Construction Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg	TASK Materials QA Testing (STATE) Hours	Materials QA Testing (STATE) % Part.	Materials QA Testing (STATE) Wgtd Avg
Principal	$90.00	7.0	0.27%	0.24	1	0.72%	0.65	4	0.18%	0.16	2	0.93%	0.83						
Project Manager III	$90.00	45.0	1.71%	1.54	5	3.62%	3.26	34	1.49%	1.34	6	2.78%	2.50						
Project Manager II	$86.22	0.0																	
Project Manager I	$76.11	776.0	29.48%	22.44	72	52.17%	39.71	608	26.69%	20.31	96	44.44%	33.83						
Engineer IV	$89.79	0.0																	
Engineer III	$59.99	0.0																	
Engineer II	$61.80	0.0																	
Engineer I	$54.36	0.0																	
Engineering Associate I	$39.07	0.0																	
Project Accounting Speciali	$50.30	28.0	1.06%	0.54	4	2.90%	1.46	16	0.70%	0.35	8	3.70%	1.86						
Structural Engineer III	$84.95	0.0																	
Structural Engineer II	$65.33	0.0																	
Structural Engineer I	$58.61	0.0																	
Construction Associate I	$39.49	680.0	25.84%	10.20				680	29.85%	11.79									
Construction Engineer III	$85.59	0.0																	
Construction Engineer II	$72.19	864.0	32.83%	23.70	40	28.99%	20.92	784	34.42%	24.84	40	18.52%	13.37						
Inspector IV	$48.06	0.0																	
Materials Management Tec	$74.77	0.0																	
Project Services Coordinato	$39.18	232.0	8.81%	3.45	16	11.59%	4.54	152	6.67%	2.61	64	29.63%	11.61						
Project Services Coordinato	$33.07	0.0																	
CADD Manager	$81.60	0.0																	
Planner 1	$39.30	0.0																	
Intern	$25.17	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		2632.0	100%	$62.11	138.0	100.00%	$70.55	2278.0	100%	$61.42	216.0	100%	$64.00	0.0	0%	$0.00	0.0	0%	$0.00

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	State Materials Engineering, LLC	**DATE**	03/26/26
PRIME/SUPPLEMENT	Prime	**PTB-ITEM#**	219
Prepared By	DAW		
Work Order #(if applicable)	26-00330-00-RS		

CONTRACT TERM	6	**MONTHS**	**OVERHEAD RATE**	139.38%
START DATE	5/15/2026		**COMPLEXITY FACTOR**	
RAISE DATE	3/1/2027		**% OF RAISE**	3%
			CURRENT SALARY CAP	$90.00
END DATE	11/15/2026			

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/15/2026	11/14/2026	6	100.00%

The total escalation = **0.00%**

PAYROLL RATES

FIRM NAME State Materials Engineering, LLC **DATE** 03/26/26
PRIME/SUPPLEMENT Prime
PTB-ITEM # 219
Work Order # 26-00330-00-RS

ESCALATION FACTOR **0.00%**

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

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE ($90.00 CAP)
Principal Engineer	$90.00	$90.00
Associate Engineer	$90.00	$90.00
Senior Engineer	$81.80	$81.80
Professional Engineer	$60.50	$60.50
Civil Engineer	$46.50	$46.50
Engineer Techician	$35.00	$35.00
Materials Coordinator	$62.00	$62.00
Quality Assurance Manager	$59.95	$59.95
Staff Accountant	$52.00	$52.00
Adminisrate Assistant II	$45.00	$45.00
CWI	$55.85	$55.85
Laboratroy Technician II	$45.00	$45.00
Aggreagte Technician	$49.67	$49.67
Level III Technician	$56.46	$56.46
Level II Technician	$52.17	$52.17
Material Tester II	$56.69	$56.69
Laboratory Manager	$61.50	$61.50
Material Tester I	$56.42	$56.42
Senior Geologocal Inspector	$56.00	$56.00
Senior Source Insspector	$54.50	$54.50
Apprentice	$39.70	$39.70
Laboratroy Technician I	$35.00	$35.00

EXHIBIT A
Page 11 of 12

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM State Materials Engineering, LLC **DATE** 03/26/26
PTB-ITEM # 219 **OVERHEAD RATE** 139.38%
PRIME/SUPPLEMENT Prime **COMPLEXITY FACTOR** 0
Work Order # 26-00330-00-RS

Ph II only Ph III HOURS BOX	DBE DROP BOX	TASKS (List the Subs below tasks)	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
		Field QA Testing	198	11,511	16,044	2,902	3,799		-	34,256	73.85%
		Laboratory Testing	78	4,454	6,208		1,470		-	12,132	26.15%
				-	-		-		-	-	
				-	-		-		-	-	
				-	-		-		-	-

AVERAGE HOURLY PROJECT RATES

FIRM State Materials Engineering, LLC
PTB-ITEM# 219
PRIME/SUPPLEMENT Prime
Work Order # 26-00330-00-RS

DATE 03/26/26

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL HOURS	TOTAL % Part.	TOTAL Wgtd Avg	TASK Field QA Testing Hours	TASK Field QA Testing % Part.	TASK Field QA Testing Wgtd Avg	TASK Laboratory Testing Hours	TASK Laboratory Testing % Part.	TASK Laboratory Testing Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg	TASK Hours	TASK % Part.	TASK Wgtd Avg
Principal Engineer	$90.00	0.0																	
Associate Engineer	$90.00	0.0																	
Senior Engineer	$81.80	7.0	2.54%	2.07	7	3.54%	2.89												
Professional Engineer	$60.50	0.0																	
Civil Engineer	$46.50	0.0																	
Engineer Techician	$35.00	0.0																	
Materials Coordinator	$62.00	29.0	10.51%	6.51	29	14.65%	9.08												
Quality Assurance Manager	$59.95	0.0																	
Staff Accountant	$52.00	0.0																	
Adminisrate Assistant II	$45.00	0.0																	
CWI	$55.85	0.0																	
Laboratroy Technician II	$45.00	0.0																	
Aggreagte Technician	$49.67	0.0																	
Level III Technician	$56.46	68.0	24.64%	13.91				68	87.18%	49.22									
Level II Technician	$52.17	0.0																	
Material Tester II	$56.69	0.0																	
Laboratory Manager	$61.50	10.0	3.62%	2.23				10	12.82%	7.88									
Material Tester I	$56.42	162.0	58.70%	33.12	162	81.82%	46.16												
Senior Geologocal Inspecto	$56.00	0.0																	
Senior Source Insspector	$54.50	0.0																	
Apprentice	$39.70	0.0																	
Laboratroy Technician I	$35.00	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		276.0	100%	$57.84	198.0	100.00%	$58.13	78.0	100%	$57.11	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

EXHIBIT B

DELIVERABLES

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EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: **H.W. Lochner, Inc.**

PROJECT: **2026 Roadway Resurfacing, North 26-00330-00-RS**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	$90.00	$90.00	
Project Manager III	$90.00	$90.00	
Project Manager II	$75.00	$90.00	
Project Manager I	$60.00	$85.00	
Structural Engineer III	$70.00	$90.00	
Structural Engineer II	$50.00	$72.00	
Structural Engineer I	$40.00	$65.00	
Engineer IV	$75.00	$90.00	
Engineer III	$58.00	$80.00	
Engineer II	$55.00	$72.00	
Engineer I	$40.00	$60.00	
Engineer Associate I	$33.00	$45.00	
Project Accounting Specialist	$35.00	$60.00	
Construction Associate I	$32.00	$45.00	
Construction Engineer III	$60.00	$90.00	
Construction Engineer II	$55.00	$80.00	
Inspector IV	$45.00	$65.00	
Project Services Coordinator II	$30.00	$45.00	
Project Services Coordinator I	$25.00	$35.00	
Materials Management Technician	$55.00	$85.00	
CADD Manager	$60.00	$85.00	
Planner I	$35.00	$45.00	
Intern	$20.00	$28.00	

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

Signature of Authorized Agent for CONSULTANT: Signature on file

Signature

Date: 3/20/2026

Alan C. Hasler

Print Name

Approved By COUNTY: Signature on file

Yifang Lu, Chief Highway Engineer

Date: 3/23/26

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

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

PROJECT: 26-00330-00-RS

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	90	90	
Associate Engineer/PM	90	90	
Senior Engineer	69	90	
Professional Engineer	50	70	
Civil Engineer	40	55	
Engineering Technician	30	40	
Engineering Technician II	40	55	
Materials Coordinator	61	68	
Quality Assurance Manager	58	65	
Staff Accountant	50	58	
Administrative Assistant II	45	50	
CWI	54	65	
Laboratory Technician II	45	50	
Aggregate Technician	49	55	
Level III Technician	56	59	
Level II Technician	52	55	
Material Tester II	52	65	
Laboratory Manager	61	65	
Material Tester I	52	65	
Senior Geological Technician	56	58	
Senior Source Inspector	54	57	
Apprentice	39	50	
Laboratory Technician I	35	40	

Note: Maximum rate shall not ex

Signature on file

Signature of Authorized Agent for CONSULTANT:

Date: March 23, 2026

Signature

_Derek A. White_____
Print Name_

Signature on file

Approved By COUNTY:

Date: 3/23/26

Yilang Lu, Chief Highway Engineer

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount). (Maximum rate at minimum rate + 15% is usually a good amount to cover contract period.)

EXHIBIT D

DU PAGE COUNTY DIVISION OF TRANSPORTATION
CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm _____
hereby notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need to reassign staff for the following 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 ensure adequate exchange of information and responsibility, including Principal Engineer oversight and requested involvement by COUNTY staff.

FIRM NAME	H.W. Lochner, Inc.	**Date:**	03/26/26
PRIME/SUPPLEMENT	Prime		
PTB-ITEM #	219		
Work Order #	26-00330-00-RS		

ITEM	ALLOWABLE	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the state federal maximum		$0.00	$0.00
Lodging (per Federal GSA)	Actual cost (Up to the federal rate maximum)		$0.00	$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual cost		$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval		$0.00	$0.00
Vehicle Mileage (per Federal GSA)	Up to the federal rate maximum		$0.00	$0.00
Vehicle Owned or Leased	$45.00/half day (4 hours or less)or $90/full day	290	$90.00	$26,100.00
Vehicle Rental	Actual cost (Up to $55/day)		$0.00	$0.00
Vehicle Rental Fuel	Actual cost (Submit supporting documentation)		$0.00	$0.00
Tolls	Actual cost		$0.00	$0.00
Parking	Actual cost		$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)	224	$30.26	$6,778.24
Shift Differential	Actual cost (Based on firm's policy)		$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Project Specific Insurance	Actual cost		$0.00	$0.00
Monuments (Permanent)	Actual cost		$0.00	$0.00
Photo Processing	Actual cost		$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost		$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost		$0.00	$0.00
CADD	Actual cost (Max $15/hour)		$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)		$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		$0.00	$0.00
Recording Fees	Actual cost		$0.00	$0.00
Transcriptions (specific to project)	Actual cost		$0.00	$0.00
Courthouse Fees	Actual cost		$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Testing of Soil Samples*	Actual cost (provide breakdown of costs to the Department for approval)		$0.00	$0.00
Lab Services*	Actual cost (provide breakdown of cost for each lab service to the Department's PM for approval)		$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (**Rental** - Requires 2-3 quotes with IDOT approval)/**Owned** - Provide depreciated value for IDOT approval)		$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL DIRECT COST				**$32,878.24**

FIRM NAME	State Materials Engineering, LLC	**Date:**	03/26/26
PRIME/SUPPLEMENT	Prime		
PTB-ITEM #	219		
Work Order #	DAW		

ITEM	ALLOWABLE	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the state federal maximum		$0.00	$0.00
Lodging (per Federal GSA)	Actual cost (Up to the federal rate maximum)		$0.00	$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual cost		$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval		$0.00	$0.00
Vehicle Mileage (per Federal GSA)	Up to the federal rate maximum		$0.00	$0.00
Vehicle Owned or Leased	$45.00/half day (4 hours or less) or $90/full day	24	$90.00	$2,160.00
Vehicle Rental	Actual cost (Up to $55/day)		$0.00	$0.00
Vehicle Rental Fuel	Actual cost (Submit supporting documentation)		$90.00	$0.00
Tolls	Actual cost		$0.00	$0.00
Parking	Actual cost		$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)	10	$28.32	$283.20
Shift Differential	Actual cost (Based on firm's policy)	54	$8.50	$458.78
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Project Specific Insurance	Actual cost		$0.00	$0.00
Monuments (Permanent)	Actual cost		$0.00	$0.00
Photo Processing	Actual cost		$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost		$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost		$0.00	$0.00
CADD	Actual cost (Max $15/hour)		$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)		$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		$0.00	$0.00
Recording Fees	Actual cost		$0.00	$0.00
Transcriptions (specific to project)	Actual cost		$0.00	$0.00
Courthouse Fees	Actual cost		$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Testing of Soil Samples*	Actual cost (provide breakdown of costs to the Department for approval)		$0.00	$0.00
Lab Services*	Actual cost (provide breakdown of cost for each lab service to the Department's PM for approval)		$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (**Rental** - Requires 2-3 quotes with IDOT approval)/**Owned** - Provide depreciated value for IDOT approval)		$0.00	$0.00
COMPRESSIVE STRENGTH OF CYLINDERS (ASTM C 39)	Actual cost (provide breakdown of cost for each lab service to the Department's PM for approval)		$30.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL DIRECT COST				**$2,901.98**

Required Vendor Ethics Disclosure Statement

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

Date: 3/25/2026

Bid/Contract/PO #:

Company Name:	H.W. Lochner, Inc.	Company Contact:	Alan Hasler
Contact Phone:	(312) 372-3011	Contact Email:	ahasler@hwlochner.com

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

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

[X] **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.

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on file

Printed Name Alan C. Hasler

Title Senior Project Manager

Date 3/25/2026

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: 3/23/2026

Bid/Contract/PO #:

Company Name: State Materials Engineering, LLC DBA S.T.A.T.E. Testing, LLC	Company Contact: Jay J. Behnke
Contact Phone: 847-366-4234	Contact Email: jbehnke@statetestingllc.com

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

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

[X] **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.

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

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

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Jay J. Behnke

Title President

Date March 23, 2026

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

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

File #: 26-1051 **Agenda Date:** 4/21/2026 **Agenda #:** 9.A.

DT-P-0103B-23

AMENDMENT TO LOCAL PUBLIC AGENCY'S
ENGINEERING SERVICES AGREEMENT,
DT-P-0103A-23, SUPPLEMENT #2,
BETWEEN THE COUNTY OF DU PAGE
AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
PROFESSIONAL PRELIMINARY ENGINEERING SERVICES
FOR EAST BRANCH DUPAGE RIVER TRAIL (EBDRT)
FROM BUTTERFIELD ROAD (IL 56) TO ILLINOIS PRAIRIE PATH (IPP)
SECTION 23-00002-08-BT
(TO INCREASE PRELIMINARY ENGINEERING COST $794,991.00, +48.88%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-103A-23 on August 27, 2024 and DT-R-0103-23 on November 14, 2023 which approved a Professional Services Agreement between the County of DuPage (hereinafter "COUNTY") and Christopher B. Burke Engineering, Ltd. (hereinafter "CONSULTANT") for Professional Preliminary Engineering Services ("AGREEMENT") for a multi-use path along East Branch DuPage River from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section # 23-00002-08-BT (hereinafter referred to as "PROJECT"); and

WHEREAS, the current cost of the PROJECT to the County of DuPage, by and through the Division of Transportation, is $1,626,429.00 (County to be reimbursed $1,200,000.00); and

WHEREAS, the current cost for the PROJECT should have read $1,626,426.00, due to a scrivener's error; and

WHEREAS, after coordination with the various municipalities, stakeholders, and through the public involvement process, the County has determined that an expanded Phase I preliminary engineering scope is necessary to evaluate the range of alternatives that could provide the desired level of recreational connections to the surrounding neighborhoods and community and regional destinations in order to maintain eligibility for future federal funding; and

WHEREAS, the Transportation Committee recommends a change order to increase the COUNTY's share of the preliminary engineering contract in the amount of $794,991.00 with an amendment to the AGREEMENT ("AMENDMENT"), the exhibit C and the contract expiration date to May 31, 2028.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopts this AMENDMENT to Resolution DT-P-0103A-23, issued to Christopher B. Burke Engineering, Ltd., to increase the COUNTY's funding in the amount of $794,991.00, resulting in an amended contract total amount of $2,421,417.00, a cumulative increase of 61.43%, and extending the contract expiration date to May 31, 2028; and

BE IT FURTHER RESOLVED that one (1) original copy of this AMENDMENT be transmitted to Christpher B. Burke Engineering, Ltd., 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division

Revised 10-01-2025

Date: Apr 13, 2026

File ID #: 26-1051

Purchase Order #: 6754-1-SERV	**Original Purchase Order Date:** Nov 11, 2023	**Change Order #:** 3	**Department:** Division of Transportation
Vendor Name: Christopher B. Burke Engineering, Ltd.	**Vendor #:** 10234		**Dept. Contact:** Kathleen Black Curcio

Action Requested and Reason for Change Order Request:

Professional Phase I Engineering Services for the East Branch DuPage River Trail from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT.

1. Extend contract from June 30, 2026 to May 31, 2028.
2. Revised Exhibit C's for Prime and Sub
3. Decrease LN1 (FY24-1500-3500-54040-EBDRT_56_IPP) $656,548.55
4. Decrease LN2 (FY25-1500-3500-54040-EBDRT_56_IPP) $225,938.49
5. Increase LN3 (FY26-1500-3500-54040-EBDRT_56_IPP) $882,487.04
6. Increase contract $794,991.00 with money being allocated in FY2027 and FY2028.
7. Establish LN4 (FY27-1500-3500-54040-EBDRT_56_IPP) $744,991.00
8. Establish LN5 (FY28-1500-3500-54040-EBDRT_56_IPP) $50,000.00

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	$1,499,997.00
B	Net $ Change for Previous Change Order	$126,429.00
C	Current Contract Amount (A + B)	$1,626,426.00
D	Amount of this Change Order ☒ Increase ☐ Decrease	$794,991.00
E	New Contract Amount (C + D)	$2,421,417.00
F	Cumulative Change Order Amount (B + D)	$921,420.00
G	Cumulative Percent of all Change Orders (B+D/A); *(60% maximum on construction contracts)*	61.43%

DECISION MEMO NOT REQUIRED - *Check Applicable Box(es)*

☐ Cancel Entire Order ☐ Close Contract ☐ Contract Extension (59 Days) ☐ Update Budget Code

☐ Change Budget Code From: _____ to: _____

☐ Increase/Decrease Quantity From: _____ to: _____

☐ Price Shows: _____ should be: _____ ☐ Move Funds Between Lines

☐ Decrease Remaining Encumbrance and Close Contract ☐ Increase Encumbrance and Close Contract ☐ Decrease Encumbrance ☐ Increase Encumbrance

DECISION MEMO REQUIRED - *Check Applicable Box(es) and Fill In All Answers Below*

☒ Contract Extension Greater Than 59 Days From 06/30/2026 to: 05/31/2028 ☐ Cancel Contract

☒ Cumulative Increase Greater Than $10,000 (Row 'F' Above) ☐ Other - Explain In Summary Explanation Box Below

Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

The Division of Transportation has determined that the contract issued to Christopher B. Burke Engineering, Ltd. (CBBEL) for Professional Phase I Engineering Services for the East Branch DuPage River Trail (EBDRT) from Butterfield Road (IL 56) to the Illinois Prairie Path (IPP), Section# 23-00002-08-BT, ending June 30, 2026, requires additional work beyond the original scope of the project resulting in an increase to the contract in the amount of $794,991.00 and an extension of time through May 31, 2028. This supplement serves to accomplish additional Phase I Preliminary Engineering work beyond the current scope of services, and is needed to complete the Phase I process in a manner that maintains eligibility for future federal funding. Based on feedback received from the public and stakeholders, staff has determined that supplemental work must include preliminary engineering for a pedestrian bridge at 22nd Street, an east-west trail connector along IL 53 from Spring Avenue to Surrey Drive, and detailed assessments of a combination of preferred alternatives.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest for preliminary and design engineering were sent to firms throughout the industry. Statements of Interest were received from 27 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any sub consultants, experience of key personnel, understanding of the project, experience on similar projects, and strategies to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Christopher B. Burke Engineering, LTD, (CBBEL) was the most qualified and had the staff available to perform the work on behalf of the County.

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

1. Supplement the contract to Christopher B. Burke Engineering, Ltd. This is the recommended option.
2. Contract with another firm. Not recommended due to staff's determination that Christopher B. Burke Engineering, Ltd. is the most qualified to perform this work.
3. Do not supplement the current contract. Not recommended as the DOT does not posses the staff resources or the technology to perform this work and must contract for these services.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

The Division of Transportation has sufficient funds to account for this increase.

APPROVALS - *Initials Only*

kbc	6892	Apr 13, 2026	SMB	6910	4/15/26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date

Reviewed by Procurement Officer	Date	Completed by Buyer	Date

EAST BRANCH DUPAGE RIVER TRAIL

ILLINOIS PRAIRIE PATH TO BUTTERFIELD ROAD (IL 56)

PHASE I ENGINEERING STUDY – SCOPE OF SERVICES

SUPPLEMENT #2

SCOPE OF SERVICES

The following provides the proposed **Supplement #2** scope of services to complete Phase I Engineering on behalf of the DuPage County Division of Transportation (County) for the East Branch DuPage River Trail (EBDRT) from the Illinois Prairie Path (IPP) to Butterfield Road (IL 56), an original distance of approximately 4.3 miles increased by **1.7** miles to **6.0** miles.

The original scope of services was based on selection of a western alignment as the preferred alternative, with the assumption that if an eastern alignment was selected as the preferred alternative, the scope of services and level of effort would be adjusted accordingly. However, the alternative evaluation has resulted in extending project limits to include both the western alignment and portions of the eastern alignment, as well as a trail connection along the south side of IL 53 from Spring Avenue to Surrey Drive. The purpose of **Supplement #2** is to provide an updated scope of services for the additional limits and the corresponding work hours. The detailed **Supplement #2** scope of services required for completion of Phase I Engineering is as follows:

Task 1 – Data Collection and Compilation

No change to the original scope of services proposed.

Task 2 – Survey

A full topographic survey and stream survey (as required for hydraulic analysis/reports) will be completed for the newly identified preliminary preferred alternative.

Trail Surveys:

There is an additional 8,900 feet of path added to the assumed west alternative in the original scope, and additional hours are required to complete the survey:

- Within the COMED Property from IL 56 to 22nd Street = 6,300 feet (1.2 miles)
- Along the south side of IL 53 from Spring Avenue to Surrey Drive = 2,600 feet (0.5 miles)

The survey will be correlated to the EBDR FEMA study datum and the County 1' contour mapping datum.

Stream Surveys: Stream surveys are expected at the additional following locations per IDOT requirements for stream crossings:

- 22nd Street Pedestrian Bridge over EBDR

Tributary Minor Waterway Crossings:

- Pr. EBDRT near Hoffman Park outfall
- Pr. EBDRT near Glen Park Rd outfall
- Pr. EBDRT near Hemstead Rd outfall

- Pr. EBDRT near Kensington Rd outfall
- Pr. EBDRT near 22nd St outfall

Task 3 – Alternatives Analysis and Preliminary Plans

The alternatives analysis from IL 38 to IL 56 included two additional deliverables to determine the preliminary preferred alternative: an Alternatives Evaluation Report and an IL 38 to IL 53 Berm Evaluation Technical Memorandum which were completed within this task's budget. Remaining subtasks to be completed include a full set of preliminary EBDRT plans, profiles, and cross-sections prepared for the Preferred Alternative as required for IDOT approval. Additional sheets, prepared at 1" = 20' scale, will be required to accommodate the additional proposed trail length:

- Within the COMED Property from IL 56 to 22nd Street = 6,300 feet,
- Along the south side of IL 53 from Spring Avenue to Surrey Drive = 2,600 feet,

Preliminary plans north of IL 38 were completed using site-specific survey data and no changes to the original scope of services are proposed. Preliminary plans south of IL 38 along IL 53 were completed using GIS and no changes to the original scope of services are proposed to update to site-specific survey when available.

Task 4 – Environmental Analysis and Coordination

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

Waters of the US/Wetland Delineations:

An updated environmental field survey of the EBDRT connection along IL 53 from Spring Avenue to Surrey Drive and within the ComEd property from IL 56 to 22nd Street will be completed to determine the limits of any waters of the US/wetlands within the project corridor. The results of the waters of the US/wetland supplemental field survey will be summarized in the Wetland Technical Report (WTR) for the project corridor.

ESR Preparation:

Prior to submittal of the Environmental Survey Request (ESR), CBBEL will prepare and submit the required BDE Cultural and Natural Resource screening forms, project description, and accompanying exhibits to IDOT for the entire project corridor. Documentation required for the screening forms overlaps with information required for the ESR submittal. However, the additional proposed path within ComEd property from IL 56 to 22nd Street [6,300 feet] and along IL 53 from Spring Avenue to Surrey Drive [2,600 feet] will require additional effort, including: aerial exhibit sheets, and field visit with photo documentation (e.g., bridges/major culverts, other structures).

As noted in the original scope, it is assumed that any necessary biological surveys (including threatened and endangered species surveys) will be completed by the State through the ESR process. Based on a review of the latest available US Fish & Wildlife Service (USFWS) data, the project corridor is located within the Rusty Patched Bumble Bee (RPBB) High Potential Zone (HPZ). Supplemental work to be

completed under this task also includes preparation of exhibits and other support material to assist the IDOT-Natural Resources Unit with their Natural Resource Review and obtain appropriate project clearances. This task assumes that threatened/endangered species are not likely to be adversely affected by the proposed project. Therefore, this task does not include an Incidental Take Authorization or Biological Assessment.

Bridge/Structure Bat Assessment:
In accordance with the latest Northern Long-Eared Bat (NLEB) guidance from IDOT, CBBEL will complete a Bridge Bat Assessment (BBA) at applicable bridges and culverts (e.g., culverts with a vertical opening ≥48-inches) located at the proposed EBDRT corridor, including within ComEd property from IL 56 to 22nd Street and along IL 53 from Spring Avenue to Surrey Drive. For the purpose of this supplement, based on a review of the IDOT Bridge/Structure Information website and coordination completed to date, we estimate that there are up to eight (8) additional bridges/culverts that will require a BBA along the project corridor. Five (5) BBA were included in the original scope of services for a new total of thirteen (13) BBAs estimated.

Special Land Review:
Glenbriar Park (Butterfield Park District) is located at the northeast quadrant of the IL 53 at IL 56 intersection. Maryknoll Park (Glen Ellyn Park District) is located on the east side of IL 53, south of IL 38. A Section 4(f) evaluation is required if the project will impact publicly owned recreational lands (e.g., parks). While avoidance of Section 4(f) lands will be an important goal, this project has the potential to impact these parks.

Any "use" of publicly owned recreational lands as part of the Preferred Alternative would have to be agreeable to the applicable park district. For this scope, it is assumed that a Section 4(f) *de minimis* impact finding would ultimately occur for the potential park district property impact(s). Coordination with the applicable park district, IDOT, and FHWA will be required to document the potential "use" of park district property and to facilitate the FHWA *de minimis* finding. For the purpose of preparing this scope, it is assumed that the proposed project will require some "use" of park district property, that the "use" will be agreeable to the park district(s), and this task will require two separate Section 4(f) *de minimis* documents (i.e., one for each park mentioned above).

Specific work tasks will include:

- Coordination/meetings with IDOT, FHWA, and the applicable park district(s) concerning potential "use" of publicly owned recreational lands. Three meetings with GEPD and BPD and one meeting with IDOT/FHWA is included in Task 10.
- Develop exhibits for use with the park district coordination and Section 4(f) documentation.
- Evaluate alternatives and measures to minimize harm.

- Prepare Section 4(f) *de minimis* documentation for two separate locations for the potential "use" of park district property. This task also includes a submittal of draft documents to IDOT for review/approval with one round of revisions.
- Public Notice and prepare *de minimis* correspondence to the park district(s) after Public Review/Comment. This scope assumes that the Public Review/Comment will be coordinated with the Public Involvement Task 9.

If during the Phase I study, it is determined that the "use" of other public recreational lands or historic resources require additional Section 4(f) coordination/documentation, a separate cost estimate will be provided to obtain the appropriate approvals.

Special Land Review – Part B, OSLAD/LAWCON: Preliminary information gathered to date indicates that Open Space Lands Acquisition & Development (OSLAD) funding and Land & Water Conservation (LAWCON) funding were used for acquisition or development at Glenbriar Park (Butterfield Park District). This task includes completing the necessary research/coordination to confirm the use of OSLAD and/or LAWCON funds at Glenbriar Park. If the proposed improvements are anticipated to require a conversion of public recreational land at Glenbriar Park that has received OSLAD and/or LAWCON funding, this task includes completing the required coordination with the Butterfield Park District, IDOT, the Illinois Department of Natural Resources (IDNR), and the National Park Service, as necessary, to identify design commitments to be included in the Phase I Report and secure agency approval. This task does not include the cost of replacement property, if necessary.

If during the Phase I study, it is determined that impacts to other properties that have received LAWCON or OSLAD funds are to be impacted, a separate cost estimate will be provided to obtain the appropriate approvals.

Special Waste Review:
No change to the original scope of services proposed.

Wetland Impact Evaluation:
Additional exhibit sheets and coordination will be required to accommodate the proposed EBDRT within ComEd property from IL 56 to 22nd Street [6,300 feet] and along IL 53 from Spring Avenue to Surrey Drive [2,600 feet]. Based on the previously completed waters of the US/wetland delineation, wetland areas are located along the majority of the supplemental study area.

Tree Tabulation and Evaluation:
A tree survey and data summary table will be prepared for the EBDRT connection along IL 53 from Spring Avenue to Surrey Drive and within the ComEd property from IL 56 to 22nd Street project area. Trees under this task will be located using a submeter accuracy handheld GPS unit.

Task 5 – Drainage Analysis and Reports

This task includes preparation of all required hydraulic analysis/modeling for the following conditions as will be required by IDOT for completion of Phase I Engineering:

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

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

- 22nd Street Pedestrian Bridge,
- Glen Park Tributary (designated as an ephemeral stream, abbreviated HR anticipated for the proposed culvert crossing).

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

It is assumed that IDOT will require a Location Drainage Technical Memorandum (LDTM) for locations where the EBDRT traverses IDOT right-of-way, or a Location Drainage Study (LDS) where the EBDRT travels along IDOT right-of-way for review and approval. The LDTM will include a review of existing and proposed drainage patterns within the IDOT right-of-way to demonstrate that existing drainage patterns will be maintained (as appropriate) and that any additional stormwater runoff based on added impervious area will be appropriately addressed in accordance with the IDOT Drainage Manual, the DuPage County Stormwater Management Ordinance, and other Best Management Practices. It is assumed that the proposed EBDRT will meet all conditions to be exempt from Site Runoff Storage and Post Construction Best Management Practices requirements as stated in the DuPage County Countywide Stormwater & Floodplain Ordinance.

On this basis, it is assumed that an LDTM will be prepared at the following locations:

- New LDTM: EBDRT within “north” IL 53 ROW (from Spring Avenue to Surrey Drive) for IDOT approval,
- Updated LDTM: Add IL 56 new north connection in COMED Property to the “south” IL 53 LDTM (from IL 56 to IL 38) for IDOT approval,
- New Floodplain Encroachment Evaluation: EBDRT within COMED property from 22nd Street to IL 56 for COMED approval.

SUPPLEMENT #2

Task 6 – Structural Analysis and Reports

This task includes completion of all required structural analysis and reports for the EBDRT Preferred Alternative as required by IDOT for review and approval as part of Phase I Engineering. Based on IDOT BLRS requirements, for any proposed new EBDRT bridge structures and/or retaining walls with exposed height greater than 7', TSL drawings will be required for IDOT review and approval as part of the Phase I Study. Additional structural analysis and reports are now required for the locations listed below:

- TSL: 22nd Street Pedestrian Bridge
- BCR, Alternatives Analysis, and TSL: I-355 Underpass Abutment Modification and Approach Retaining Walls (EBDRT Connection along south side of IL 53 to Surrey Drive)

Geotechnical Investigations

Additional borings at the locations listed above will be required to complete the TSL drawings that will be required by IDOT for review and approval as part of the Phase I Study.

Task 7 – Traffic and Crash Analyses

Intersection traffic counts will be obtained for purposes of conducting existing and proposed capacity analyses at the intersection of IL 53 and Spring Avenue. CBBEL will use an outside traffic count consultant to obtain an additional 6-hour count (6-9 a.m., 4-7 p.m.) at the following location:

- IL 53 at Spring Avenue

Additional Crash Analysis hours have been added to this task to cover the additional project limits recently added. No other changes to the original scope of services proposed.

Task 8 – IDS and ADA Curb Ramps

One additional signalized intersection added for the proposed EBDRT crossing at the south and west legs of Spring Avenue which involves 4 curb ramps, as directed by the County.

Task 9 – Public Involvement

No change to the original scope of services proposed.

Task 10 – Agency Coordination

Based on the stakeholder one-on-one interviews completed by MSG, additional coordination is recommended periodically with partner agencies through the end of the Phase I Engineering Study. The CBBEL and MSG scopes include two (2) additional coordination meetings for Lombard, Glen Ellyn, the Forest Preserve, and Milton Township.

As part of the Section 4(f) coordination, the CBBEL and MSG scopes include three (3) additional coordination meetings with Butterfield Park District and Glen Ellyn Park District. The CBBEL scope includes one (1) additional coordination meeting with IDOT/FHWA.

SUPPLEMENT #2

To help facilitate intergovernmental agreements (IGAs) discussions, MSG will coordinate up to four (4) meetings with partner agencies, as directed by the County. The first two (2) meetings will be used to develop Letters of Understanding (LOU) with agencies. The LOU will document agreements based on maintenance and cost sharing agreements as an initial step before the preferred alternative is finalized. After the Public Information Meeting and the preferred alternative is shared, MSG will coordinate up to two (2) more meetings with each agency to convert the LOUs to IGAs for the project. MSG will work with CBBEL on meeting logistics and exhibit development.

MSG will prepare stakeholder progress reports to help inform key stakeholders and partner agencies about project progress and schedule. MSG will craft messages and design newsletter style updates in coordination with DuDOT up to once a month leading up to the public meeting. One additional update following the public meeting will be prepared to share a summary of the meeting results and next steps. Updates will be shared through the project Constant Contact account and saved to the project website.

Task 11 – Final EBDRT Proposed Improvement Plans

Additional sheets, prepared at 1" = 20' scale, will be required to accommodate the additional proposed trail length:

- Within the COMED Property from IL 56 to 22nd Street = 6,300 feet
- Along the south side of IL 53 from Spring Avenue to Surrey Drive = 2,600 feet

Task 12 – Project Development Report

No change to the original scope of services proposed.

Task 13 – Project Management and Coordination

A 30-month-long schedule was included in the original scope of services with NTP in April 2024 provided services through October 2026. A 12-month extension is proposed for DuDOT Monthly Status Meetings, monthly progress reports, and project administration/management.

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

	TASKS	Original Work Hours	Supplement #2 Added Work Hours
1.	**Data Collection and Compilation**		
a	Review project data and update GIS Database: Available traffic and crash data, record roadway and drainage plans, plat of highways, current EBDR FEMA maps and models, utilities, property ownership, soils data.	60	0
b	Field Review of key project elements and features, areas of concern/constraint, and prepare photo log. (3 ppl x 1 day)	60	0
		120	0
2.	**Survey**		
a	Trail Greenway Corridor Survey from IPP to IL 38 (7,700', 100' corridor west of I-355 with elevations including Tollway right-of-way (as applicable) tower bases, cross sections, utilities, datum correlation, ROW, trees > 6 in. plus culvert details) **ADD 6,300 feet from 22nd Street to IL 56**	308	**252**
b	Trail Sideroad Parkway Survey along IL 38 and IL 53 from EBDR to IL 56 (14,800', 100' corridor from roadway EOP to 10' outside EX ROW, cross sections, utilities, datum correlation, ROW, trees > 6 in. plus culvert details)	592	0
c	Roadway Survey: IL 53 (Fairview Ave) 600 feet west & east of EBDR crossing on IL 53 (1,200' total, cross sections, utilities, datum correlation, ROW, trees > 6 in.) **ADD 1,400 feet of south parkway only (scaled from item (b))**	65	**56**
d	4 Intersection Crossing Surveys: IL 38 (Roosevelt Rd) at Baker Hill Drive; IL 53 at Pershing Ave; IL 53 at Sheehan Ave; IL 53 at 22nd Street (utilities, datum correlation, ROW, through radius returns) **ADD 1 at Spring Ave.**	72	**18**
e	Stream Survey: 1000' north and south of IL 53 at Glen Crest Creek (2,000', elevations, cross sections, streambed centerline, water surface elevations, and structure openings)	100	0
	ADD Stream Survey: 1000' north and south of 22nd Street at EBDR (2,000', elevations, cross sections, streambed centerline, water surface elevations, and structure openings) Also adds survey of the GWA bridge structure just north of the proposed crossing location	0	**116**
f	Stream Survey: 1000' north of IL 53 to 1000' south of Roosevelt Road (4,600', elevations, cross sections, streambed centerline, water surface elevations, and structure openings);	230	0
g	Stream Surveys: 4 minor tributary waterways and openings along Tollway. **ADD 5 outlets from 22nd Street to IL 56**	32	**40**
h	JULIE Utility coordination and incorporation into Base CADD files. **ADD 1.7 miles/4.3 miles original WHE**	112	**44**
i	Compilation of Base CAD files and incorporation of County 1' contour mapping data per scope of services. **ADD 1.7 miles/4.3 miles original WHE**	180	**71**
		1691	**597**
3.	**Alternatives Analysis and Preliminary Plans**		
a	Alternatives Concept Level Development (3 alts at 120 hours each)	360	0
b	Comparative Evaluation of Alternatives for Feasibility, Reasonability, and Concept Level Cost	120	0
c	Prepare Alternatives Evaluation Summary Table and Exhibits for Stakeholder Coordination	120	0
d	Prepare preliminary plan and profile for Preferred Alternative (22,500 feet = 45 sheets x 5 hrs each) **Add 8,900 feet = 18 sheets x 5 hrs**	225	**90**
e	Prepare existing/ proposed cross sections at 100' intervals plus critical locations, cross streets (estimate 230 cross sections at 1/2 hour each on average) **ADD 90 cross sections x 1/2 hr each**	115	**45**
f	Develop Phase I Engineer's Estimate of Probable Costruction Cost. **ADD 1.7 miles/4.3 miles original WHE**	60	**24**
		1000	**159**
4.	**Environmental Analysis and Coordination**		
a	Preferred alignment waters of the US/wetland Field Survey, Report, coordination, and boundary confirmation **(ADD 1.7 miles/4.3 miles original WHE)**	80	**32**
b	ESR preparation and submittal to IDOT from IPP to IL 56	120	**28**
c	Bridge/Structure Bat Assessment (up to 5 structures) - coordination, field visit, form, exhibit, photo log. **ADD 8 structures**	55	**88**
d	Special Land Review **(add two parks)**	70	0
	Coordination/meetings with IDOT, FHWA, and the applicable park district(s) concerning potential "use" of publicly owned recreational lands: See Task 10 for inclusion of these coordination/meetings.	0	0
	OSLAD and LAWCON coordination with IDNR	0	**120**
	Develop exhibits for use with the park district coordination and Section 4(f) documentation.	0	**42**
	Evaluate alternatives and measures to minimize harm.	0	**48**
	Prepare Section 4(f) de minimis documentation for two separate locations for the potential "use" of park district property. This task also includes a submittal of draft documents to IDOT for review/approval with revisions.	0	**80**
	Public Notice and prepare de minimis correspondence to the park district(s) after Public Review/Comment. (This scope assumes that the Public Review/Comment will be coordinated with the Public Involvement Task 9.)	0	**76**
e	Special Waste Review/Preliminary Environmental Site Assessment (PESA) - Non-IDOT right-of-way. **ADD 6,300 in COMED property only (IL 53 additions would be included in State PESA, so no additional CBBEL WHE)**	120	**60**

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

	TASKS	Original Work Hours	Supplement #2 Added Work Hours
f	Wetland Impact Evaluation (WIE) Forms and Exhibits (Approx. 25 sheets x 6.5 hrs each plus Form) **ADD 8,900 feet at 50' scale = 9 sheets**	163	**58**
g	Tree Tabulation and Evaluation **(ADD 1.7 miles/4.3 miles original WHE)**	120	**47**
		728	**679**
5.	**Drainage Analysis and Reports**		
a	Hydraulic Report at IL 53 at Glen Crest Creek (HEC-RAS hydraulic analysis)	200	0
	Hydraulic Report at 22nd Street over EBDR (HEC-RAS hydraulic analysis)	0	**200**
b	Hydraulic Report from IL 38 to IL 53 (north, includes 2 alts and longitudinal analysis of ped bridge vs. berm at mid-point in both FEQ and HEC-RAS)	400	0
c	Abbreviated Hydraulic Report at NW corner of I-355 and IL 53 (HEC-RAS hydraulic analysis)	128	0
d	Hydraulic Report opposite of Wilson Road - 2 10'x6' box culverts (HEC-RAS hydraulic analysis)	200	0
e	Abbreviated Hydraulic Report opposite of Madison St - 2 24"x36" culverts (HEC-RAS hydraulic analysis)	128	0
f	Abbreviated Hydraulic Report opposite of Harrison Road (HEC-RAS hydraulic analysis)	128	0
	Add Abbreviated Hydraulic Report at Glen Park Tributary east of EBDR (HEC-RAS hydraulic analysis)	0	**128**
g	Location Drainage Study (LDS) and Drainage Investigation follow-up along IL 53 (south) for IDOT review (Identified Flood Problems and/or notable culverts on IL 53 located N. of Ahlstrand Road, S. of Glen Park Road, S. of Dochester Court, and at Sheehan Avenue) **ADD Butterfield Bike Path driveway connection (no boardwalk)**	240	**40**
h	Location Drainage Technical Memorandum (LDTM) along IL 38 for IDOT review	120	0
i	Location Drainage Technical Memorandum (LDTM) at IL 53 (north) crossing. **ADD 2,600 feet from Spring Ave to Surrey Drive for IDOT review**	120	**120**
j	Drainage Technical Memorandum along Tollway embankment from IPP to IL 53 for Tollway review	160	0
k	**COMED Property Floodplain Encroachment Evaluation (22nd Street to IL 56) for COMED review**		**60**
		1824	**548**
6.	**Structural Analysis and Reports**		
a	Coordination with Geotech for structural and soil borings	60	0
b	BCR for IL 53 bridge over Glen Crest Creek	125	0
c	TSL for bridge widening for IL 53 at Glen Crest Creek and associated retaining walls higher than 7' exposed elevation	116	0
d	TSL for proposed ped. bridge or berm approx. midpoint between IL 53 (north) and IL 38	68	0
e	BCR for IL 53 bridge over EBDR	145	0
f	TSL for IL 53 bridge modification and associated retaining walls	240	0
	BCR for IL 53 viaduct under I-355	0	**144**
	TSL for IL 53 viaduct under I-355 slope wall modification and associated retaining walls	0	**240**
	TSL for 22nd Street Bridge over EBDR and associated boardwalk and/or retaining walls	0	**240**
g	TSL for culvert or ped bridge NW corner of I-355 and IL 53	68	0
h	TSL for culvert extension at Tollway opposite of Wilson Road	80	0
i	TSL for culvert extension at Tollway opposite of Madison Street (Assume NO TSL for culvert extension opposite Harrison Street)	68	0
		970	**624**
7.	**Traffic and Crash Analyses**		
a	Prepare a Crash Analysis Report (CAR) based on the latest 5-years of crash data available. CAR will identify overrepresented crash types, locations, or periods and recommend corrective measures (as/if needed). This task includes preparation of all applicable exhibits, diagrams, charts for inclusion in the CAR. 1 annual update is anticipated to be required since IDOT requires latest 5-years of data be represented. **Expanded project limits. Hours are included for additional crash data collection, identifying crash patterns and recommending safety countermeasures for additional project limits.**	80	**20**
b	Traffic counts coordination **Additional counts needed at IL 53 at Spring Avenue.**	8	**2**
c	A Synchro/Simtraffic analysis will be completed for the four signalized intersections for the am and pm peak periods for existing conditions only. (4 int x 2 periods x 5 hours each. Includes model setup) **ADD 1 at Spring Ave.**	40	**16**
		128	**38**
8.	**IDS and ADA Curb Ramp Details**		
a	Prepare IDS - Capacity Tables, General Notes, Queue Tables, Autoturns if needed (120 hrs x 4 intersections) **ADD 1 at Spring Ave.**	480	**120**
b	Design Exceptions **ADD Spring Ave.**	40	**10**
c	ADA Curb Ramp Details (36 proposed curb ramps counted at 6 hrs avg. each) **Add 4 curb ramps at Spring Ave**	216	**24**
d	Prepare Final IDS's and ADA Curb Ramp Details. **ADD Spring Ave.**	108	**27**
		844	**181**
9.	**Public Involvement**		

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

	TASKS	Original Work Hours	Supplement #2 Added Work Hours
a	Project Website Maintenance (6 updates x 8 hrs each)	48	0
b	Three (3) Public Information Meetings Open Houses		
	Set up PIM webpage on EBDRT website and populate x 3	40	0
	Prepare public notifications including letters to key stakeholders and public officials, postcards to surrounding property owners, and display ad for newspaper and social media. (DuDOT to print and mail or post prepared material to website announcements, social media, adjacent communities, and along the EBDRT) X 3	72	0
	Prepare PIM brochure and comments response form/survey x 3	120	0
	Prepare questionnaire and interactive GIS-based social pinpoint	120	0
	DuDOT to prepare mailing lists of key stakeholders, public officials, and surrounding property owners and print and send mailing material prepared by CBBEL.	0	0
	Prepare PIM display exhibits and narrative descriptions x 3	180	0
	Attend Dry Run meeting with County (2 ppl x 4 hrs each) x 3	24	0
	Compile and prepare responses to comments received during comment period and post to webpage x 3	48	0
	Prepare Public Information Meeting summary. X 3	72	0
		724	**0**
10.	**Agency Coordination**		
a	Stakeholder Coordination Meetings (1 each Village of Glen Ellyn, Glen Ellyn Park District, Mary Knoll HOA, LPD, BPD, Friends of the East Branch, Bike 53 Supporters) - Assume 7 mtg x 2 ppl (average) x 4 hours each (includes material prep, attendance, and prepare mtg summary). **ADD 2 meetings each for Lombard, Glen Ellyn, FPDDC, and Milton Township. ADD 3 meeting each for BPD and GEPD. (14 total, no additional LPD meeting anticipated)**	56	**136**
b	Agency Coordination Meetings (2 each for GWA, FPDDC, DCSM, ComED, Tollway, IDOT, FHWA) - Assume 14 mtg x 2 ppl (average) x 4 hours each (includes material prep, attendance, and prepare mtg summary). **ADD 1 meeting for IDOT/FHWA for Special Lands Review.**	112	**8**
c	ComEd Real Estate Petition	190	0
		358	**144**
11.	**Final EBDRT Proposed Improvement Plans**		
a	Prepare final plan and profile exhibits for full corridor length (IPP to IL 56) based on IDOT, DuDOT, Tollway, and FPDDC review comments. **(ADD 1.7 miles/4.3 miles original WHE)**	210	**83**
b	Prepare final existing/ proposed cross sections based on review comments, and finalize right-of-way requirements. **(ADD 1.7 miles/4.3 miles original WHE)**	110	**43**
c	Update Phase I Engineer's Estimate of Probable Costruction Cost **(ADD 1.7 miles/4.3 miles original WHE)**	40	**16**
		360	**142**
12.	**Project Development Report**		
a	Draft Project Development Report (BLR 22210).	220	0
b	Address IDOT, DuDOT, Tollway, and FPDDC review comments for Draft PDR	80	0
c	Prepare and submit Final PDR	80	0
		380	**0**
13.	**Project Management and Coordination**		
a	DuDOT Monthly Status Meetings (30 mtg x 2 ppl x 3 hours includes prepare meeting summary) **ADD 12-month extension**	180	**72**
b	Monthly Progress Reports. 30 months x 3hrs. **ADD 12-month extension**	90	**36**
c	Project Administration/Management. 30 months x 4hrs. **ADD 12-month extension**	120	**48**
		390	**156**
	Total Work Hours:	**9,517**	**3,268**

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Prime Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.	Emily Anderson	4/10/2026

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, ltd.	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	**12**	**MONTHS**	**OVERHEAD RATE**	**145.92%**
START DATE	**10/1/2026**		**COMPLEXITY FACTOR**	
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	9/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2026	1/1/2027	3	25.00%
1	1/2/2027	10/1/2027	9	77.25%

The total escalation = 2.25%

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, ltd.	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**2.25%**

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

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	$84.11	$86.00
Engineer V	$73.73	$75.39
Engineer IV	$60.59	$61.95
Engineer III	$46.49	$47.54
Engineer I/II	$39.08	$39.96
Survey V	$84.11	$86.00
Survey IV	$81.68	$83.52
Survey III	$70.50	$72.09
Survey II	$58.00	$59.31
Survey I	$42.50	$43.46
Engineering Technician V	$76.15	$77.86
Engineering Technician IV	$57.28	$58.57
Engineering Technician III	$50.50	$51.64
Engineering Technician I/II	$36.40	$37.22
CAD Manager	$75.65	$77.35
CAD Technician II	$56.31	$57.58
CAD Technician I	$28.33	$28.97
GIS Specialist III	$63.00	$64.42
Landscape Architect II	$72.00	$73.62
Environmental Resource Specialist V	$79.21	$80.99
Environmental Resource Specialist IV	$65.80	$67.28
Environmental Resource Specialist III	$44.08	$45.07
Environmental Resource Specialist I/II	$34.00	$34.77
Environmental Resource Technician	$48.50	$49.59
Landscape Designer I/II	$34.00	$34.77
Transportation Planner III	$62.50	$63.91
Engineering Intern	$20.92	$21.39

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, ltd.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total (Payroll Only)	Contribution to Prime Consultant
Testing Service Corportation	19,169.00	1,916.90
Metro Strategies Group	47,103.00	4,710.30

Total	66,272.00	6,627.20

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

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, ltd.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	400	$0.72	$288.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day	5	$65.00	$325.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost	20	$0.40	$8.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Counts		1	$1,000.00	$1,000.00
EDR Report		1	$400.00	$400.00
				$0.00
			TOTAL DIRECT COSTS:	**$2,021.00**

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, ltd.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 145.92%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Data Collection and Compilation	2,021		-	-	-		2,021	0.25%
2. Survey		597	37,826	55,196	12,483		105,505	13.27%
3. Alts. Analysis and Prelim Plans		159	8,762	12,785	2,891		24,438	3.07%
4. Environmental Analysis and Coordination		679	44,865	65,467	14,806		125,138	15.74%
5. Drainage Analysis and Reports		548	31,383	45,794	10,356		87,533	11.01%
6. Structural Analysis and Reports		624	33,841	49,381	11,168	121,637	216,027	27.17%
7. Traffic and Crash Analysis		38	1,965	2,868	649		5,482	0.69%
8. IDS and ADA Curb Ramp Details		181	9,989	14,575	3,296		27,860	3.50%
9. Public Involvement			-	-	-		-	0.00%
10. Agency Coordination		144	9,050	13,205	2,986	117,372	142,613	17.94%
11. Final EBDRT Proposed Improvement Plans		142	7,587	11,071	2,504		21,162	2.66%
12. Project Development Report			-	-	-		-	0.00%
13. Project Management and Coordination		156	10,965	16,001	3,619		30,585	3.85%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
Subconsultant DL					6,627.20		6,627	0.83%
TOTALS	2,021	3268	196,233	286,343	71,385	239,009	794,991	100.00%

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Data Collection and Compilation			2. Survey			3. Alts. Analysis and Prelim Plans			4. Environmental Analysis and Coordination			5. Drainage Analysis and Reports		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.00	142.0	4.35%	3.74							12	7.55%	6.49				8	1.46%	1.26
Engineer V	75.39	494.0	15.12%	11.40							12	7.55%	5.69	52	7.66%	5.77	164	29.93%	22.56
Engineer IV	61.95	270.0	8.26%	5.12							24	15.09%	9.35				78	14.23%	8.82
Engineer III	47.54	410.0	12.55%	5.96							32	20.13%	9.57				210	38.32%	18.22
Engineer I/II	39.96	640.0	19.58%	7.83							34	21.38%	8.54	38	5.60%	2.24	88	16.06%	6.42
Survey V	86.00	43.0	1.32%	1.13				43	7.20%	6.19									
Survey IV	83.52	78.0	2.39%	1.99				78	13.07%	10.91									
Survey III	72.09	78.0	2.39%	1.72				78	13.07%	9.42									
Survey II	59.31	166.0	5.08%	3.01				166	27.81%	16.49									
Survey I	43.46	146.0	4.47%	1.94				146	24.46%	10.63									
Engineering Technician V	77.86	0.0																	
Engineering Technician IV	58.57	0.0																	
Engineering Technician III	51.64	0.0																	
Engineering Technician I/II	37.22	0.0																	
CAD Manager	77.35	89.0	2.72%	2.11				43	7.20%	5.57	15	9.43%	7.30						
CAD Technician II	57.58	108.0	3.30%	1.90				43	7.20%	4.15	15	9.43%	5.43						
CAD Technician I	28.97	15.0	0.46%	0.13							15	9.43%	2.73						
GIS Specialist III	64.42	92.0	2.82%	1.81										92	13.55%	8.73			
Landscape Architect II	73.62	0.0																	
Environmental Resource Specialist V	80.99	309.0	9.46%	7.66										309	45.51%	36.86			
Environmental Resource Specialist IV	67.28	0.0																	
Environmental Resource Specialist III	45.07	188.0	5.75%	2.59										188	27.69%	12.48			
Environmental Resource Specialist I/II	34.77	0.0																	
Environmental Resource Technician	49.59	0.0																	
Landscape Designer I/II	34.77	0.0																	
Transportation Planner III	63.91	0.0																	
Engineering Intern	21.39	0.0																	
TOTALS		3268.0	100%	$60.05	0.0	0.00%	$0.00	597.0	100%	$63.36	159.0	100%	$55.11	679.0	100%	$66.08	548.0	100%	$57.27

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6. Structural Analysis and Reports			7. Traffic and Crash Analysis			8. IDS and ADA Curb Ramp Details			9. Public Involvement			10. Agency Coordination			11. Final EBDRT Proposed Improvement Plans		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.00	38	6.09%	5.24	2	5.26%	4.53	4	2.21%	1.90				14	9.72%	8.36			
Engineer V	75.39	202	32.37%	24.40				12	6.63%	5.00				36	25.00%	18.85	8	5.63%	4.25
Engineer IV	61.95				12	31.58%	19.56	42	23.20%	14.38				46	31.94%	19.79	8	5.63%	3.49
Engineer III	47.54				12	31.58%	15.01	42	23.20%	11.03				48	33.33%	15.85	42	29.58%	14.06
Engineer I/II	39.96	384	61.54%	24.59	12	31.58%	12.62	42	23.20%	9.27							42	29.58%	11.82
Survey V	86.00																		
Survey IV	83.52																		
Survey III	72.09																		
Survey II	59.31																		
Survey I	43.46																		
Engineering Technician V	77.86																		
Engineering Technician IV	58.57																		
Engineering Technician III	51.64																		
Engineering Technician I/II	37.22																		
CAD Manager	77.35							11	6.08%	4.70							20	14.08%	10.89
CAD Technician II	57.58							28	15.47%	8.91							22	15.49%	8.92
CAD Technician I	28.97																		
GIS Specialist III	64.42																		
Landscape Architect II	73.62																		
Environmental Resource Specialist V	80.99																		
Environmental Resource Specialist IV	67.28																		
Environmental Resource Specialist III	45.07																		
Environmental Resource Specialist I/II	34.77																		
Environmental Resource Technician	49.59																		
Landscape Designer I/II	34.77																		
Transportation Planner III	63.91																		
Engineering Intern	21.39																		
TOTALS		624.0	100%	$54.23	38.0	100%	$51.72	181.0	100%	$55.19	0.0	0%	$0.00	144.0	100%	$62.84	142.0	100%	$53.43

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Christopher B. Burke Engineering, ltd.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	12. Project Development Report			13. Project Management and Coordination														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	86.00				64	41.03%	35.28												
Engineer V	75.39				8	5.13%	3.87												
Engineer IV	61.95				60	38.46%	23.83												
Engineer III	47.54				24	15.38%	7.31												
Engineer I/II	39.96																		
Survey V	86.00																		
Survey IV	83.52																		
Survey III	72.09																		
Survey II	59.31																		
Survey I	43.46																		
Engineering Technician V	77.86																		
Engineering Technician IV	58.57																		
Engineering Technician III	51.64																		
Engineering Technician I/II	37.22																		
CAD Manager	77.35																		
CAD Technician II	57.58																		
CAD Technician I	28.97																		
GIS Specialist III	64.42																		
Landscape Architect II	73.62																		
Environmental Resource Spe	80.99																		
Environmental Resource Spe	67.28																		
Environmental Resource Spe	45.07																		
Environmental Resource Spe	34.77																		
Environmental Resource Tecl	49.59																		
Landscape Designer I/II	34.77																		
Transportation Planner III	63.91																		
Engineering Intern	21.39																		
TOTALS		0.0	0%	$0.00	156.0	100%	$70.29	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

March 20, 2026

TESTING SERVICE CORPORATION

Corporate Office

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

Ms. Emily T. Anderson, PE, CFM
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

RE: P.N. 77,340A
Geotechnical Exploration
EBDRT South Supplement #2
IL-53 to Butterfield Rd
DuPage, IL

Dear Ms. Anderson:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It is in response to your email dated February 6, 2026, and related conversations. The objectives of the Geotechnical Exploration are to explore soil and groundwater conditions and provide recommendations for foundations in connection with the design of a proposed new trail, pedestrian bridge, boardwalk, culverts and extensions in association with the East Branch of DuPage River Trail (EBDRT) South Project.

Project Description:

Our understanding of the proposed construction are as follows:

- 22nd Street Pedestrian Bridge/Boardwalk (about 1000' long) situated generally between Mayfield Lane and Valley Road. Borings are to be spaced about 75' apart.
- Interstate 355 over IL-53 south slope wall modification (one boring on each side of the underpass).
- Proposed Retaining Walls (7+ feet tall, 100-foot long) along the east side of IL-53 at Glen Valley Drive.
- An IDOT permit will be required to drill within the IL-53 right-of-way.

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

Boring Program:

We are proposing to drill nineteen (19) soil borings as part of our Geotechnical Exploration. Summarized in the following table are proposed improvements, estimated boring numbers and depths.

Improvements	Borings	Depth	Footage
22nd Street Bridge/Boardwalk (75' spacing)	13	75	975
Slope Wall Modification at I-355 over IL-53 Underpass	4	30	120
Retaining Wall 100' Long Green Valley Drive)	2	30	60
Totals	**19**	**--**	**1155**

Total drilling footage on this basis is estimated to be about 1155 lineal feet.

For the purposes of this proposal, we have assumed that the boring locations will be accessible to a conventional truck or ATV-mounted drill. In this regard, they should not be located in standing water, within wooded areas or on steeply sloping ground. **However, it should be noted that ComEd may impose restrictions on TSC that may not allow TSC to use a drill rig. If this is the case, then the borings may have to be taken by hand auger methods. This would add additional cost due to the time it takes to obtain soil samples.**

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by GPS using a Trimble R12 GNSS receiver. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods and taken at 2½-foot intervals for at least the first 30 feet, greater if fill or unsuitable soil types extend below that depth (as well as in cut or detention areas) and to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with a screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately using drill cuttings and any in pavement areas also patched at the surface (for safety reasons).

Tree/Brush Clearing for Borehole Access:

Based on a review of Google Earth imagery, portions of the proposed improvement areas appear to contain trees and dense underbrush. Accordingly, a price has been included for a tree clearing service to create approximately 10-foot wide access paths to the impacted boring locations, primarily involving the removal of smaller trees and brush. It should be noted that the final boring locations may need to be adjusted in the field to avoid standing water and/or steeply sloping terrain. Landscape restoration, if required, is not included in the current project budget.

Borehole Access:

It was assumed that the Client/Owner would get access to the boreholes. This may include getting gates or fences open.

Roadway Permits:

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

Soil borings will also likely be located within the Illinois Tollway right-of-way where IL-53 goes under Interstate 355 (I-355). Therefore, a Tollway permit will be required to perform the fieldwork at these locations. It has been our experience that it may take at least 6 to 8 weeks or more to get the permit from IDOT and/or the Tollway.

ComEd Right-of-Way:

Numerous soil borings will be located within the ComEd Right-of-Way. In our experience, ComEd will require the Client/Owner to get the ComEd access permit in order to drill soil borings within the ComEd right-of-way. It was therefore assumed that Christopher B. Burke Engineering, Ltd. would obtain the permit, allowing TSC to drill the soil borings within the ComEd right-of-way. The Owner/Client will likely need to provide a description of the project to be constructed on ComEd property. The PIN/Parcel numbers and the existing Lease numbers will also be required. Additional work will be needed to determine drill rig access to each of the boring locations. It should be noted that no borings are to be drilled in wetland areas.

Traffic Control:

Traffic control procedures are required for the soil borings along IL-53. It is anticipated that the shoulder and/or one traffic lane will have to be temporarily blocked at each boring location using professional traffic control with flagmen or specific traffic control measures. This proposal includes a provision for lane closures by a professional traffic control firm. If it is determined that traffic control is not needed, you will not be charged for this service.

Please note that our cost estimate for this project is based on the assumption that TSC will be able to perform all borings and cores during weekdays (Monday through Friday) beginning no later than 8:00 AM and ending no sooner than 3:00 PM.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Various geotechnical engineering reports will be prepared upon completion of field and laboratory testing, to include typed boring logs and location plans. The reports will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. They will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structures or purpose described in this proposal. These may include the following as applicable:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

Local ordinances may require an estimate of the seasonal high groundwater elevation (SHGWE) and/or soil infiltration rates at the site. TSC can provide an estimated SHGWE based on soil coloration and mottling as well as water level observations at the time of drilling. Infiltration rates can also be estimated based on soil types and gradations, often being relatively low for silt and clay deposits which predominate in northeastern Illinois. If additional measures are required to provide more accurate determinations, you will be contacted before we proceed with any additional work.

Fees and Scope:

In accordance with the Cost Estimate of Consultant Services Work Sheet (BLR 05514) attached, TSC is proposing a budget amount of **One Hundred and Twenty-One Thousand Six Hundred and Thirty-Seven Dollars ($ 121,637.00**) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2026.

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

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical and/or pH testing which would be required in connection with IEPA Forms LPC-662/663, Uncontaminated Soil Certification are also not included. Should environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated costs.

Closure:

The geotechnical engineering services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless

stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice will be sent to the following unless written instructions to the contrary are received:

Ms. Emily T. Anderson, PE, CFM
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018-4920
Tel: (847) 823-0500
Email: eanderson@cbbel.com

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

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

Respectfully submitted,

TESTING SERVICE CORPORATION

Signature on file

Timothy R. Pecenlak, P.E.
Geotechnical Engineer

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

_____
(NAME)

_____
(TITLE)

_____
(DATE)

CBBEL Project Number: _ _ . _ _ _ _ _ _ _ _. _ _ _ _ _

Please fill out the Project Data Sheet at the end of this document

TESTING SERVICE CORPORATION

PROJECT DATA SHEET

CBBEL Project Number: _ _ . _ _ _ _ _ _ _ _. _ _ _ _ _

Project Info		Changes (If needed)
Name:	EBDRT South Supplement #2	
Address:	IL-53 to Butterfield Rd	
City/State/Zip:	DuPage, IL	
Project Manager:		
Email:		
Telephone:		

Invoicing	
To:	Accounts Payable
Email:	ap@cbbel.com

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Prime Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.	Timothy Peceniak	3/20/2026

Consultant / Subconsultant Name	Job Number
Testing Service Corporation	

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

Remarks

Additional work for Supplement #2

PAYROLL ESCALATION TABLE

CONTRACT TERM	**12**	**MONTHS**	**OVERHEAD RATE**	**162.25%**
START DATE	**10/1/2026**		**COMPLEXITY FACTOR**	
RAISE DATE	**1/1/2027**		**% OF RAISE**	**3.00%**
END DATE	9/30/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2026	1/1/2027	3	25.00%
1	1/2/2027	10/1/2027	9	77.25%

The total escalation = 2.25%

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Testing Service Corporation	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**2.25%**

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

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Senior Engineer	$52.03	$53.20
Staff Engineer	$38.91	$39.79
Staking & Utility Clearance	$42.31	$43.26
Drilling Inspector	$50.41	$51.54
CADD Technician	$23.00	$23.52
Drilling Crew	$45.03	$46.04
Administrative Assistant	$23.68	$24.21

Local Public Agency	County	Section Number
DuPage Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Testing Service Corporation	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			$0.00
Vehicle Owned or Leased (no mileage charge allowed)	$45.00/half day (4 hours or less) or $90/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	52	$22.52	$1,171.04
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	16	$350.00	$5,600.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost	345	$33.50	$11,557.50
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Drill Mounted on Truck or ATV Rig	Mobilization/Demobilization	16	$2,000.00	$32,000.00
Backfilling Boreholes with Bentonite Chips	Actual Cost	975	$5.50	$5,362.50
See Attached Direct Costs	Total	1	$9,350.00	$9,350.00
			TOTAL DIRECT COSTS:	**$65,041.04**

March 20, 2026

TESTING SERVICE CORPORATION

Corporate Office

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

Project: EBDRT South Supplement #2
Section No.: 23-00002-08-BT
County: DuPage

Description	Qty	Rate	Cost
IDOT Permits & Bond	1	$1,150.00	$1,150.00
Tollway Permit, Bond and Other Fees	1	$5,000.00	$5,000.00
Tree/Brush Clearing	8	$400.00	$3,200.00
			$0.00
			$0.00
			$0.00
			$0.00
		Total	**$9,350.00**

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Testing Service Corporation

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 162.25%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	MANHOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Geotechnical Services	65,041	406	19,169	31,101	6,326		121,637	100.00%
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Subconsultant DL					0.00			
TOTALS	65,041	406	19,169	31,101	6,326	-	121,637	100.00%

Direct Costs total must equal total on Direct Costs tab

Local Public Agency
DuPage Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Testing Service Corporation

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Geotechnical Services														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Engineer	53.20	112.0	27.59%	14.68	112	27.59%	14.68												
Staff Engineer	39.79	3.0	0.74%	0.29	3	0.74%	0.29												
Staking & Utility Clearance	43.26	14.0	3.45%	1.49	14	3.45%	1.49												
Drilling Inspector	51.54	4.0	0.99%	0.51	4	0.99%	0.51												
CADD Technician	23.52	10.0	2.46%	0.58	10	2.46%	0.58												
Drilling Crew	46.04	260.0	64.04%	29.49	260	64.04%	29.49												
Administrative Assistant	24.21	3.0	0.74%	0.18	3	0.74%	0.18												
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TOTALS		406.0	100%	$47.21	406.0	100.00%	$47.21	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Metro Strategies Group Workhour Estimate
Task 10 - Agency Coordination

Stakeholder Update and Coordination Meetings

Task	Hours
2 Agency Meetings/Coordination with 4 agencies	120
3 Special Lands Meetings/Coordination with 2 agencies	96

External Communications

Task	Hours
3 Social media posts	6
12 Monthly email newsletter updates	54
Website updates	25

IGA & MOU Development

Task	Hours
Agency meetings	123
Draft MOU templates	20
MOU development and reviews	92
Draft IGA templates	30
IGA development and reviews	175

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	23-00002-08-BT

Prime Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.		5/7/2024

Consultant / Subconsultant Name	Job Number
Metro Strategies Group, LLC	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	20	MONTHS	OVERHEAD RATE	116.68%
START DATE	3/1/2026		COMPLEXITY FACTOR	
RAISE DATE	1/1/2027		% OF RAISE	2.00%
END DATE	10/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2026	1/1/2027	10	50.00%
1	1/2/2027	11/1/2027	10	51.00%

The total escalation = 1.00%

Local Public Agency	County	Section Number
DuPage County Division of Transportatio	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Metro Strategies Group, LLC	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	**86.00**
ESCALATION FACTOR	**1.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Strategic Advisor	$86.00	$86.00
Principal	$76.92	$77.69
Senior Director	$75.72	$76.48
Senior Project Manager	$50.00	$50.50
Sr. Communications Manager	$50.00	$50.50
Project Manager	$40.59	$41.00

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Metro Strategies Group, LLC	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	23-00002-08-BT

Consultant / Subconsultant Name	Job Number
Metro Strategies Group, LLC	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Translation	Actual Cost			$0.00
Mailings (Postcards)	Actual Cost			$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$0.00**

Local Public Agency
DuPage County Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Metro Strategies Group, LLC

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 116.68%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
10. Agency Coordination		741	47,103	54,960	15,309		117,372	100.00%
			-	-	-		-	
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						**$0.00**	
TOTALS		741	47,103	54,960	15,309	-	117,372	100.00%

102,063

Local Public Agency
DuPage County Division of Transportation

County
DuPage

Section Number
23-00002-08-BT

Consultant / Subconsultant Name
Metro Strategies Group, LLC

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			10. Agency Coordination														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Strategic Advisor	86.00	0.0			0						0			0			0		
Principal	77.69	187.0	25.24%	19.61	187	25.24%	19.61												
Senior Director	76.48	177.0	23.89%	18.27	177	23.89%	18.27												
Senior Project Manager	50.50	361.0	48.72%	24.60	361	48.72%	24.60												
Sr. Communications Manager	50.50	16.0	2.16%	1.09	16	2.16%	1.09												
Project Manager	41.00	0.0																	
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TOTALS		741.0	100%	$63.57	741.0	100.00%	$63.57	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: **Christopher B. Burke Engineering, Ltd.**
PROJECT: **East Branch DuPage River Trail**

Classification	Rate Range*		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Engineer VI	$79.00	$86.00	Higher rates lowered to $86 to match original contract maximum.
Engineer V	$57.00	$86.00	
Engineer IV	$50.00	$80.00	
Engineer III	$41.00	$68.00	
Engineer I/II	$35.00	$52.00	
Survey V	$86.00	$86.00	
Survey IV	$71.00	$82.00	
Survey III	$72.00	$83.00	
Survey II	$57.00	$68.00	
Survey I	$38.00	$51.00	
Engineering Technician V	$75.00	$86.00	
Engineering Technician IV	$38.00	$79.00	
Engineering Technician III	$39.00	$70.00	
Engineering Technician I/II	$35.00	$44.00	
CAD Manager	$75.00	$86.00	
CAD Technician II	$54.00	$67.00	
CAD Technician I	$26.00	$35.00	
GIS Specialist III	$63.00	$72.00	
Landscape Architect II	$72.00	$83.00	
Landscape Designer I/II	$34.00	$39.00	
Environmental Resource Specialist V	$65.00	$86.00	
Environmental Resource Specialist IV	$66.00	$76.00	
Environmental Resource Specialist III	$37.00	$66.00	
Environmental Resource Spec I/II	$33.00	$40.00	
Environmental Resource Technician	$49.00	$56.00	
Engineering Intern	$18.00	$29.00	
Business Operations Department	$51.00	$59.00	
Transportation Planner VI	$86.00	$86.00	
Transportation Planner III	$63.00	$72.00	
Communications III	$64.00	$74.00	
Communications I/II	$31.00	$36.00	

Signature on file

Signature of Authorized Agent
for CONSULTANT:

Date: 4/9/2026

Sherry Sporina, Director of Marketing

Print Name

Approved By COUNTY: _____

Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, 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.

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: 6/25/24

Bid/Contract/PO #:

Company Name: Christopher B. Burke Engineering, Ltd.	Company Contact: Emily Anderson
Contact Phone: 847-823-0500	Contact Email: eanderson@cbbel.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, 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
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Cash	$2,500	6/7/24

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature: Signature on file

Printed Name: Michael E. Kerr

Title: President

Date: 6/25/24

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

Required Vendor Ethics Disclosure Statement (continued)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
Jim Zay	Christopher B. Burke Engineering, Ltd.	Cash	$2,500.00	01/17/24
Cindy Cronin Cahill	Christopher B. Burke Engineering, Ltd.	Cash	$250.00	05/02/24
Lucy Chang Evans	Christopher B. Burke Engineering, Ltd.	Cash	$250.00	04/28/24
Sam Tornatore	Christopher B. Burke Engineering, Ltd.	Cash	$500.00	05/23/23
Deborah Conroy	Christopher B. Burke Engineering, Ltd.	Cash	$1,000.00	03/15/23

Signature on file

Signature

06/25/24

Date

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Metro Strategies Group, LLC

PROJECT: East Branch DuPage River Trail (Illinois Prairie Path To Butterfield Road (IL 56) Phase I Engineering Study

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	$72.00	$86.00	
Senior Director	$58.00	$86.00	
Director	$46.00	$86.00	
Senior Project Manager	$38.00	$86.00	Updated classifications
Senior Communications Manager	$38.00	$86.00	Updated classifications
Project Manager	$31.00	$50.00	Updated classifications
Project Assistant/Associate	$24.00	$40.00	Updated classifications

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

Signature of Authorized Agent for CONSULTANT: Signature on file
Signature

Date: 3/5/2026

Seema Wadia
Print Name

Approved By COUNTY: _____
Yifang Lu, Chief Highway Engineer

Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, 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.

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: Metro Strategies Group, LLC	Company Contact: Seema Wadia
Contact Phone: 630-534-6400 xt 103	Contact Email: swadia@metrostratgroup.com

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

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

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

Authorized Signature Signature on file _____

Printed Name Seema Wadia

Title Principal

Date 7/16/2024

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

EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Testing Service Corporation
PROJECT: East Branch DuPage River Trail

Classification	Rate Range*		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Engineer	52.00	65.00	
Staff Engineer	38.00	51.00	
Staking & Utility Clearance	42.00	49.00	
Drilling Inspector	50.00	63.00	
CADD Technician	23.00	31.00	
Drilling Crew	45.00	58.00	
Administrative Assistant	23.00	30.00	

THE COUNTY OF DU PAGE, ILLINOIS 1839

Signature on file

Signature of Authorized Agent for CONSULTANT: _____ Date: 4/9/2026

Signature

Tim Pecenka

Print Name

Approved By COUNTY: _____ Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.

3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest $ amount).

4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (minimum rate + 15% usually works, 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.

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Testing Service Corporation
CONTACT PERSON:	Timothy R. Peceniak
CONTACT EMAIL:	TRP@TSCCORP.COM

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

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

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

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

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

- ☐ Yes
- ☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

Ethics | DuPage Co, IL https://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library
https://library.municode.com/il/dupage_county/codes/code_of_ordinances?nodeId=CH2AD_ARTVIPR

Section IV: Certification

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

Printed Name: JOHN T MASSA Signature: Signature on file

Title: PRESIDENT Date: 4/10/26

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

File #: DT-R-0006-26 **Agenda Date:** 4/21/2026 **Agenda #:** 10.A.

AWARDING RESOLUTION
TO K-FIVE CONSTRUCTION CORPORATION
2026 ROADWAY RESURFACING (NORTH) PROGRAM
SECTION 26-00330-00-RS
(COUNTY COST: $4,918,991.26)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2026 Roadway Resurfacing (North) Program, Section 26-00330-00-RS, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2026 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

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

NAME	BID AMOUNT
K-Five Construction Corporation	$4,918,991.26
RW Dunteman Company	$4,942,711.00
Plote Construction, Inc.	$4,991,452.98
Builders Paving, LLC	$5,248,797.57; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to K-Five Construction Corporation for their submission of the lowest responsible bid in the amount of $4,918,991.26.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to K-Five Construction Corporation, 999 Oakmont Plaza Drive, Suite 200, Westmont, Illinois 60559; and

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

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

BE IT FURTHER RESOLVED, that the DuPage County Chair is hereby authorized and directed sign on behalf of the COUNTY, and the County Clerk is hereby authorized to attest the aforesaid contract with K-Five Construction Corporation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2026 APR -9 PM 2:00

DU PAGE COUNTY
DIVISION OF TRANSPORTATION

OPENING OF PROPOSALS

Thursday, April 09, 2026
2:00 PM

2026 Roadway Resurfacing North
Section 26-00330-00-RS

Engineer's Estimate: $5,107,152.30

BIDDER	√	BID AMOUNT
R.W. Dunteman Co.		$ 4,942,711.00
Builders Paving, LLC		$ 5,248,797.57
K-Five Construction	.	$ 4,918,991.26
Plote Construction, Inc.		$ 4,991,452.98

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

04/14/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY		VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			10843		5/31/2028		Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3550-53320						2026 Roadway Resurfacing - North		2,000,000.00
FY27-1500-3550-53320						Section 26-00330-00-RS		2,918,991.26
						TOTAL		$4,918,991.26

VENDOR
K-Five Construction Corporation 999 Oakmont Plaza Drive, Ste. 200, Westmont, IL 60559

COMMITTEE APPROVAL	DATE
Transportation	04/21/26
County Board	04/28/26

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

*****DOT-K-Five 26-00330-00-RS *****

Signature on file

FORM PR770 REV. 1193

Required Vendor Ethics Disclosure Statement

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

Date: 4-9-26

Bid/Contract/PO # 26-00330-00-RS

Company Name: K-Five Construction Corporation	Company Contact: Joe Bodzioch
Contact Phone: 630-257-5600	Contact Email: estimating@k-five.net

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

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

RGK

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

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

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

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have re Signature on file **requirements.**

Authorized Signature

Printed Name: Robert G. Krug

Title: President

Date: 04/09/2026

K-FIVE CONSTRUCTION CORPORATION CORPORATE SEAL ILLINOIS

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.3- 12/13/23

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

File #: DT-R-0007-26 **Agenda Date:** 4/21/2026 **Agenda #:** 10.B.

AWARDING RESOLUTION
TO BUILDERS PAVING, LLC.
2026 ROADWAY RESURFACING (SOUTH) PROGRAM
SECTION 26-00331-00-RS
(COUNTY COST: $5,788,200.00)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2026 Roadway Resurfacing (South) Program, Section 26-00331-00-RS, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2026 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

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

NAME	BID AMOUNT
Builders Paving, LLC.	$5,788,200.00
K-Five Construction Corporation	$5,868,959.42
R W Dunteman Company	$6,329,850.00

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Builders Paving, LLC. for their submission of the lowest responsible bid in the amount of $5,788,200.00.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Builders Paving, LLC., 4401 Roosevelt Road, Hillside, Illinois 60162 for their bid of $5,788,200.00; and

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

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

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with R.W. Dunteman Company.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2026 APR -9 PM 2:00

DU PAGE COUNTY
DIVISION OF TRANSPORTATION

OPENING OF PROPOSALS

Thursday, April 09, 2026
2:00 PM

2026 Roadway Resurfacing South
Section 26-00331-00-RS

Engineer's Estimate: $6,146,580.50

BIDDER	√	BID AMOUNT
R.W. Dunteman Co.		$ 6,329,850.00
Builders Paving, LLC		$ 5,788,200.00
K-Five Construction		$ 5,868,959.42

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment
-

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

04/14/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		31650	5/31/2028		Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3550-53320						2026 Roadway Resurfacing - South		2,000,000.00
FY27-1500-3550-53320						Section 26-00331-00-RS		3,788,200.00
						TOTAL		$5,788,200.00

VENDOR
Builders Paving, LLC 4401 Roosevelt Road, Hillside, IL 60162

COMMITTEE APPROVAL	DATE
Transportation	04/21/26
County Board	04/28/26

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

*****DOT-Builders Paving 26-00331-00-RS *****

Signature on file

FORM PR770 REV. 1193

Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO # 26-00331-00-RS

Company Name: Builders Paving, LLC	Company Contact: Steven Salinas
Contact Phone: (847) 419 9000	Contact Email: ssalinas@builderspavingllc.com

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

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

[X] **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.

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

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

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge tha Signature on file **hese requirements.**

BUILDERS PAVING, LLC LIMITED LIABILITY SEAL ILLINOIS 2010 COMPANY

Authorized Signature _____

Printed Name Steven Salinas

Title Vice President

Date 04/9/26

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.3- 12/13/23

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

File #: DT-R-0008-26 **Agenda Date:** 4/21/2026 **Agenda #:** 10.C.

AWARDING RESOLUTION
TO SEBERT LANDSCAPING FOR THE
2026-2028 HIGHWAY VEGETATIVE MAINTENANCE PROGRAM
SECTION 26-LSMTC-06-LS
(ESTIMATED COUNTY COST: $554,677.04)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2026-2028 Highway Vegetative Maintenance Program, Section 26-LSMTC-06-LS, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budgets for the 2026-2028 fiscal years provide for the construction and maintenance of roads, bridges, and appurtenances; and

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

NAME	BID AMOUNT
Sebert Landscaping	$554,677.04

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Sebert Landscaping for their submission of the lowest responsible bid in the amount of $554,677.04.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Sebert Landscaping, 1550 West Bartlett Road, Bartlett, Illinois 60103 for their bid of $554,677.04; and

BE IT FURTHER RESOLVED, that the DuPage County Chair is hereby authorized and directed sign on behalf of the COUNTY, and the County Clerk is hereby authorized to attest the aforesaid contract with Sebert Landscaping.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2026 APR -9 PM 2:00

DU PAGE COUNTY
DIVISION OF TRANSPORTATION

OPENING OF PROPOSALS

Thursday, April 09, 2026
2:00 PM

2026-2028 Highway Vegetative Maintenance
Section 26-LSMTC-06-LS

Engineer's Estimate: $561,552.44

BIDDER	√	BID AMOUNT
Sebert Landscape		$ 554,677.04

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

04/14/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY		VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			16814		5/31/2028	10/31/2028	Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3500-53320						2026-2028 Highway Vegatative Maintenance Program		200,000.00
FY27-1500-3500-53320						Section 26-LSMTC-06-LS		200,000.00
FY28-1500-3500-53320								154,677.04
						TOTAL		$554,677.04

REMIT TO:
Sebert Landscaping Company 1550 West Bartlett Road, Bartlett, IL 60103

COMMITTEE APPROVAL	DATE
Transportation	04/21/26
County Board	04/28/26

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

*****DOT-SEBERT-26-LSMTC-06-LS *****

Signature on file

FORM PR770 REV. 1193

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-LSMTC-06-LS
COMPANY NAME:	Sebert Landscape
CONTACT PERSON:	Amy Bateman
CONTACT EMAIL:	amy@sebert.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

Rev. 4-2025

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

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

Signature on file

Printed Name: Steve Pearce Signature _____

Title: Vice Presidence of Operations Date: March 30, 2026

Rev. 4-2025

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

File #: DT-R-0009-26 **Agenda Date:** 4/21/2026 **Agenda #:** 10.D.

AWARDING RESOLUTION
TO SEMPER FI LANDSCAPING, INC. FOR THE
2026-2028 VARIOUS HIGHWAY LANDSCAPING PROGRAM
SECTION 26-HWYLS-03-LS
(ESTIMATED COUNTY COST: $299,225.00)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2026-2028 Various Highway Landscaping Program, Section 26-HWYLS-03-LS, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the budgets for the 2026-2028 fiscal years provide for the construction and maintenance of roads, bridges, and appurtenances; and

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

NAME	BID AMOUNT
Semper Fi Landscaping, Inc.	$299,225.00
Sebert Landscaping	$340,700.00

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Semper Fi Landscaping, Inc. for their submission of the lowest responsible bid in the amount of $299,225.00.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Semper Fi Landscaping, Inc., 10744 Route 47, Yorkville, Illinois 60560 for their bid of $299,225.00; and

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

BE IT FURTHER RESOLVED, that the DuPage County Chair is hereby authorized and directed sign on behalf of the COUNTY, and the County Clerk is hereby authorized to attest the aforesaid contract Semper Fi Landscaping, Inc.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2026 APR -9 PM 2:00

DU PAGE COUNTY
DIVISION OF TRANSPORTATION

OPENING OF PROPOSALS

Thursday, April 09, 2026
2:00 PM

2026-2028 Various Highway Landscaping
Section 26-LSHWY-03-LS

Engineer's Estimate: $345,555.00

BIDDER	√	BID AMOUNT
Semper Fi Land Inc.		$ 299,225.00
Sebert Landscape		$ 340,700.00

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)
  - Cover page
  - Proposal
  - Signatures
  - Notice to Bidders
  - Contractor Certifications
  - Schedule of Prices
- Local Agency Proposal Bid Bond (or Check)
- Apprenticeship or Training Program Certification (not for federally funded projects)
- Affidavit of Illinois Business Office
- BC 57 Affidavit of Availability (*may be submitted within 24 hours after the letting*)
- Vendor Ethics Disclosure Statement
- three (3) references form
- W-9 - Taxpayer Identification Number (*may be submitted after the letting*)
- Any other items required to be submitted with the bid, such as Bituminous Materials Cost Allowance, or Steel Cost Adjustment, or Fuel Cost Adjustment

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

04/14/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY		VENDOR NUMBER		EXPIRATION DATE	LAST INVOICE DATE	FOB	
			46258		5/31/2028	10/31/2028	Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3500-53320						2026-2028 Various Highway Landscaping Program		100,000.00
FY27-1500-3500-53320						Section 26-LSHWY-03-LS		100,000.00
FY28-1500-3500-53320								99,225.00
						TOTAL		$299,225.00

REMIT TO:
Semper Fi Landscaping, Inc. 10744 Route 47, Yorkville, IL 60560

COMMITTEE APPROVAL	DATE
Transportation	04/21/26
County Board	04/28/26

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

*****DOT-SEMPER FI-26-LSHWY-03-LS *****

Signature on file

FORM PR770 REV. 1193

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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	26-LSHWY-03-LS
COMPANY NAME:	Semper Fi Landscaping, Inc.
CONTACT PERSON:	Robert Velazquez
CONTACT EMAIL:	info@semperfi.land

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- ☐ Yes
- ☒ No

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

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

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

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

☒ Yes

☐ No

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

NAME	PHONE	EMAIL
Juliet Quilt	(630) 518-8484	julie@semperfi.land
Tim White	(630) 518-8484	tim@semperfi.land

Section III: Violations

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

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

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

Ethics | DuPage Co, IL

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

ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, r
certifies that the information submitted on this form is true and correct to Signature on file

Printed Name: Roberto R Velazquez Signature:

Title: President Date: 04/08/2026

Rev. 4-2025

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

File #: DT-R-0010-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.A.

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DU PAGE AND ADDISON TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $23,296.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and Addison Township for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED by the DuPage County Board, that the Director of Transportation or County Engineer is hereby directed and authorized to execute additional mowing agreements with municipalities when those agreements are substantially the same as the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to Addison Township, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		10104 - R01	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		23,296.00
FY27-1500-3510-53830						Addison Township Road District		23,296.00
							TOTAL	$46,592.00

Addison Township Highway Department, 401 N. Addison Road, Addison, IL 60101
VENDOR

COMMITTEE APPROVAL	DATE
Transportation	4/21/26
County Board	4/28/26

Signature on file

DATE 4/8/26

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND ADDISON TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and ADDISON TOWNSHIP (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY,

its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional

insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Bobby Hernandez
Township Supervisor
401 N. Addison Road
Addison, IL 60101
bobby@addisontownship.com

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

ADDISON TOWNSHIP

Signed this 7 day of April, 2026, at ADDISON TOWNSHIP, Illinois.

Signature on file

Bobby Hernandez, Township Supervisor
ADDISON TOWNSHIP

ATTEST: Signature on file

Maria Vesey, Township Clerk
ADDISON TOWNSHIP

EXHIBIT A
COUNTY MOWING: ADDISON TOWNSHIP

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
22	Addison Road	Michael Lane	I 290 String Trim under I 290 Bridge	West Side	0.54
22	Addison Road	I290	Elizabeth	Both Sides	3.01
20	Grand Avenue	Lake Street	Church Road	Medians	0.46
20	Grand Avenue	Crown Road	County Line Road Along Golf Course	North Side	0.82
28	Villa Avenue	Lake Street	North Avenue	Both Sides	7.21
28	Wood Dale Road	Lake Street	Elizabeth	Both Sides	11.99
28	Wood Dale Road	North of Murray	South of Murray	East Side	0.23
28	Wood Dale Road	At Spring Oaks Drive		SE Corner	0.03
				Grand Total Acres	**24.26**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
24.26	$ 60.00	**$ 1,456.00**

Total per Mowing Cycle	Number of Cycles per Year	Total Payment per Year
$ 1,456.00	16	**$ 23,296.00**

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

File #: DT-R-0011-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.B.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
BLOOMINGDALE TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST $18,480.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and Bloomingdale Township for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to Bloomingdale Township, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		20027	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		18,480.00
FY27-1500-3510-53830						Bloomingdale Township		18,480.00
							TOTAL	$36,960.00

Bloomingdale Township Road District, 6N030 Rosedale Avenue, Bloomingdale, IL 60108
VENDOR

COMMITTEE APPROVAL DATE

Transportation

County Board

Signature on file

DEPARTMENT APPROVAL DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND BLOOMINGDALE TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the BLOOMINGDALE TOWNSHIP (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

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9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

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13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

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At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Michael D. Hovde Jr.
Supervisor
Bloomingdale Township
123 Rosedale Avenue
Bloomingdale, IL 60108
highway@bloomingdaletownship.com

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

BLOOMINGDALE TOWNSHIP

Signed this ____ day of _____, 2026, at BLOOMINGDALE TOWNSHIP, Illinois.

_____
Michael D. Hovde Jr., Supervisor
BLOOMINGDALE TOWNSHIP

ATTEST: _____
Branka Poplonski, Township Clerk
BLOOMINGDALE TOWNSHIP

EXHIBIT A
COUNTY MOWING: BLOOMINGDALE TOWNSHIP

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
11	Army Trail Road	Glen Ellyn Road	Swift Road	Both Sides and Medians	2.68
11	Army Trail Road	West of Gary Ave	West of RR Tracks	Including Lot at NW Corner of Old Gary Ave Both Sides	1.21
11	Army Trail Road	At Walter Road		Northwest Corner	0.63
11	Army Trail Road	Schmale Road	West to Butterfield Road	North Side	0.49
23	Gary Avenue	South of Scott Drive		Along Pond East Side	0.11
23	Gary Avenue	Glenwood Drive	North to IL 390	North of Travis only 1 pass behind curb Both Sides and Medians	6.89
23	Gary Avenue	South of Army Trail Road near RR Tracks		Along Tree Lines Both Sides	0.12
23	Gary Avenue	North of Army Trail Road		Along Tree Line between Gas Station and previous Car Wash - West Side	0.11
24	Medinah Road	South of Maple Avenue Near Metra Lot		East Side	0.07
24	Medinah Road	7N331 Medinah Road	North to Meacham Creek	East Side	0.64
24	Medinah Road	Elgin O'Hare	South to 450 Medinah Road	West Side	2.01
24	Medinah Road	Woodview Drive	South to Firestone Entrance Rd	West Side	1.39
24	Medinah Road	South of Elgin O'Hare Ramp		Forest Preserve Trail West Side	0.30
24	Medinah Road	South of Elgin O'Hare Ramp		East Side	0.57
24	Medinah Road	South of Elgin O'Hare Ramp		Medians	0.40
54	Swift Road	2N325 Swift Rd	North to Fullerton Ave	Both Sides	1.62
				Grand Total:	**19.24**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
19.24	$ 60.00	**$ 1,155.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 1,155.00	16	**$18,480.00**

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

File #: DT-R-0012-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.C.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF CAROL STREAM
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $24,752.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Carol Stream for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and Agreement to the Village of Carol Stream, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY	SHIP TO ADDRESS	RESOLUTION NUMBER
	DuPage County Division of Transportation (NAME)	Same (NAME)	
	421 N. County Farm Road (ADDRESS)	(ADDRESS)	
03/19/2026 (DATE)	Wheaton, IL 60187 (CITY, STATE, ZIP)	(CITY, STATE, ZIP)	

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		20304	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		24,752.00
FY27-1500-3510-53830						Village of Carol Stream		24,752.00
							TOTAL	$49,504.00

Village Of Carol Stream, 500 N. Gary Avenue, Carol Stream, IL 60188
VENDOR

COMMITTEE APPROVAL	DATE
Transportation	
County Board	

Signature on file

DATE 4/7/26

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF CAROL STREAM
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the VILLAGE OF CAROL STREAM (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Brad Fink
Director of Public Works
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
bfink@carolstream.org

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

EXHIBIT A

COUNTY MOWING: VILLAGE OF CAROL STREAM

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
11	Army Trail Road	Fair Oaks Road	Bennington Drive	South	0.88
43	County Farm Road	Army Trail Road	Vale Road	East and West (no medians)	7.33
23	Gary Avenue	CN Railroad	Mellor Road	East and West (no medians)	12.49
36	Schmale Road	IL 64/North Ave	Geneva Road	East and West (no medians)	2.18
36	Schmale road	IL 64/North Ave	CN Railroad	West	2.90
				Grand Total Acres	**25.78**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
25.78	$ 60.00	**$ 1,547.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 1,547.00	16	**$ 24,752.00**

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

VILLAGE OF CAROL STREAM

Signed this 16th day of March, 2026, at VILLAGE OF CAROL STREAM, Illinois.

Signature on file
Frank Saverino, Mayor
VILLAGE OF CAROL STREAM

ATTEST: Signature on file
Julia Schwarze, Clerk
VILLAGE OF CAROL STREAM

STATE OF ILLINOIS)
) ss. Village of Carol Stream
COUNTY OF DU PAGE)

CERTIFICATION

I, Julia Schwarze, do hereby certify that I am the duly elected Municipal Clerk of the Village of Carol Stream, DuPage County, Illinois.

I further certify that the attached is a true and correct copy of

Resolution No. 3460

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY MOWING OF CERTAIN RIGHT-OF-WAYS

This Resolution was passed and approved by the Mayor and Board of Trustees On the 16th Day of March, 2026.

Date at Carol Stream, Illinois
This 17TH Day of March, 2026

SEAL

Signature on file

Julia Schwarze, Village Clerk

R. 3460

VILLAGE OF CAROL STREAM
500 North Gary Avenue
Carol Stream, IL 60188

RESOLUTION NO. 3460

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY MOWING OF CERTAIN RIGHT-OF-WAYS

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM
THIS 16th DAY OF MARCH, 2026

Published in pamphlet form
by order of the Mayor and Board
of Trustees of the Village of Carol Stream,
County of DuPage, Illinois
This 17th Day of March, 2026

RESOLUTION NO. 3460

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY – MOWING OF CERTAIN RIGHT-OF-WAYS

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with DuPage County for the provision of mowing services on County right-of-ways; and

WHEREAS the services to be performed by the Village and the compensation to be rendered by DuPage County for those service are provided for in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A".

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 16th DAY OF MARCH, 2026.

AYES: Trustees Guthrie, Anselmo, Berger, Zalak, Frusolone and McCarthy

NAYS: None

ABSENT: None

Signature on file

Frank Saverino, Sr., Mayor

ATTEST:

Signature on file

Julia Schwarze, Village Clerk

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

File #: DT-R-0013-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.D.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE CITY OF DARIEN
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $39,424.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the City of Darien for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) duplicate original of this Resolution and agreement to the City of Darien, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		10226	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		39,424.00
FY27-1500-3510-53830						City of Darien		39,424.00
						TOTAL		$78,848.00

City of Darien, 1702 Plainfield Road, Darien, IL 60561
VENDOR

COMMITTEE APPROVAL DATE

Transportation

County Board

Signature on file

4/7/26
DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF DARIEN
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the CITY OF DARIEN (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Daniel Gombac
Director of Municipal Services
City of Darien
1702 Plainfield Road
Darien, IL 60561
dgombac@darienil.gov

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

CITY OF DARIEN

Signed this ____ day of _____, 2026, at CITY OF DARIEN, Illinois.

_____
Joseph A. Marchese, Mayor
CITY OF DARIEN

ATTEST: _____
JoAnne Ragona, City Clerk
CITY OF DARIEN

EXHIBIT A
COUNTY MOWING: CITY OF DARIEN

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	South	11.26
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	North	12.70
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	Median	6.31
				75th Street Total	**30.27**
15	Cass Avenue	67th Street	N Frontage Rd.	East	2.20
15	Cass Avenue	67th Street	N Frontage Rd.	West	2.14
				Cass Avenue Total	**4.34**
31	Plainfield Road	Sawmill Drive	IL 83	South	3.05
31	Plainfield Road	Sawmill Drive	IL 83	North	3.40
				Plainfield Road Total	**6.45**
				Grand Total Acres	**41.06**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
41.06	$ 60.00	**$ 2,464.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 2,464.00	16	**$ 39,424.00**

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

File #: DT-R-0014-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.E.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF GLENDALE HEIGHTS
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $22,032.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Glendale Heights for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) duplicate original of this Resolution and agreement to the Village of Glendale Heights, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

04/06/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		10228	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		22,032.00
FY27-1500-3510-53830						Village of Glendale Heights		22,032.00
						TOTAL		$44,064.00

Village of Glendale Heights, 300 Civic Center Plaza, Glendale Heights, IL 60139
VENDOR

COMMITTEE APPROVAL	DATE
Transportation	
County Board	

Signature on file

4/7/26
DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF GLENDALE HEIGHTS, ILLINOIS
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Glendale Heights, Illinois (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Jeff McCumber
Director of Public Works
Village of Glendale Heights, Illinois
1615 Glen Ellyn Road
Village of Glendale Heights, Illinois 60139
jeff_mccumber@glendaleheights.org

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

CITY/TOWNSHIP/VILLAGE OF

Signed this ____ day of _____, 2026, at Glendale Heights, Illinois.

Signature on file

Rebecca Giannelli, Village President
Village of Glendale Heights, IL

Signature on file

ATTEST: _____
Kim Darlin, Village Clerk
Village of Glendale Heights, IL

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

File #: DT-R-0015-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.F.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF HANOVER PARK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST $16,240.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Hanover Park for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to the Village of Hanover Park, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		20313	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		16,240.00
FY27-1500-3510-53830						Village of Hanover Park		16,240.00
						TOTAL		$32,480.00

Village of Hanover Park, 2121 W. Lake Street, Hanover Park, IL 60133
VENDOR

COMMITTEE APPROVAL — DATE

Transportation

County Board

Signature on file

DATE 4/9/26

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF HANOVER PARK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the VILLAGE OF HANOVER PARK (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

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9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

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piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

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stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

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(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
T.J. Moore
Director of Public Works
Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60103
tjmoore@hpil.org

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

VILLAGE OF HANOVER PARK

Signed this ____ day of _____, 2026, at VILLAGE OF HANOVER PARK, Illinois.

_____
Rodney S. Craig, Village President
VILLAGE OF HANOVER PARK

ATTEST: _____
Kristy Merrill, Clerk
VILLAGE OF HANOVER PARK

EXHIBIT A
COUNTY MOWING: VILLAGE OF HANOVER PARK

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
29	Greenbrook Blvd	County Farm Road	US 20/Lake Street	North and South (including medians)	3.30
43	County Farm Road	North County Line	Stearns Road	East and West (no medians)	3.14
43	County Farm Road	Stearns Road	Schick Road	East and West (no medians)	5.79
43	County Farm Road	Schick Road	Army Trail Road	East and West (no medians)	2.04
11	Army Trail Road	East Village Limits	West Village Limits	North Side only	1.85
11	Army Trail Road	Clipper Drive	West Village Limits	South Side only	0.25
50	Schick Road	County Farm Road	East Village Limits	North and South (including medians)	0.54
				Grand Total Acres	**16.91**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
16.91	$ 60.00	**$ 1,015.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 1,015.00	16	**$ 16,240.00**

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

File #: DT-R-0016-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.G.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE CITY OF NAPERVILLE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST $33,632.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the City of Naperville for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to the City of Naperville, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME
ADDRESS
CITY, STATE, ZIP

RESOLUTION NUMBER

03/19/2026
DATE

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		10959	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		33,632.00
FY27-1500-3510-53830						City of Naperville		33,632.00
						TOTAL		$67,264.00

City of Naperville, 400 S. Eagle Street, PO Box 3020, Naperville, IL 60566-7020
VENDOR

COMMITTEE APPROVAL — DATE
Transportation
County Board

Signature on file 4/7/26
DE — DATE

FORM PR770 REV. 1193

RESOLUTION NO. 26 - 09

A RESOLUTION
APPROVING AN INTERGOVENMENTAL AGREEMENT BETWEEN THE CITY OF NAPERVILLE AND THE COUNTY OF DUPAGE FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, COUNTIES OF DUPAGE AND WILL, ILLINOIS, in exercise of its home rule authority, as follows:

SECTION 1: The intergovernmental agreement between the City of Naperville and the County of DuPage for mowing along county roads and rights-of-way attached hereto and made part hereof ("Agreement"), is hereby approved subject to minor revisions as may be approved by the City Attorney.

SECTION 2: The Mayor is hereby authorized to execute the Agreement on behalf of the City of Naperville as provided herein.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this 18th day of March 2026.

AYES: WEHRLI, GIBSON, HOLZHAUER, JAIN, KELLY, MCBROOM, SYED, WHITE, WILSON

APPROVED this 19th day of March 2026.

Signature on file

Scott A. Wehrli
Mayor

ATTEST:

Signature on file

Dawn C. Portner
City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF NAPERVILLE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the CITY OF NAPERVILLE (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Daniel Randolph
Director of Public Works
City of Naperville
400 South Eagle Street
Naperville, IL 60540
schwartzhoffc@naperville.il.us

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this 31st day of March, 2026 at Wheaton, Illinois.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:
Jean Kaczmarek, County Clerk

CITY OF NAPERVILLE

Signed this 31st day of March, 2026, at CITY OF NAPERVILLE, Illinois.

Signature on file

Scott Wehrli, Mayor
CITY OF NAPERVILLE

Signature on file

ATTEST:
Dawn Portner, Clerk
CITY OF NAPERVILLE

EXHIBIT A
COUNTY MOWING: CITY OF NAPERVILLE

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
33	75th Street	Modaff Road	Palomino Drive	Both Sides including Medians	35.03
				Grand Total Acres	**35.03**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
35.03	$ 60.00	**$ 2,102.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 2,102.00	16	**$33,632.00**

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

File #: DT-R-0017-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.H.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
NAPERVILLE TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $125,136.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and Naperville Township for mowing along County roads and rights -of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to Naperville Township, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		19668	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		125,136.00
FY27-1500-3510-53830						Naperville Township Road District		125,136.00
							TOTAL	$250,272.00

Naperville Township Road District, 139 Water Street, Naperville, IL 60540
VENDOR

COMMITTEE APPROVAL DATE

Transportation

County Board

Signature on file

DEPARTMENT APPROVAL DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND NAPERVILLE TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the NAPERVILLE TOWNSHIP (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all

liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional

insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Eddie Bedford
Supervisor & Director of Road Services
Naperville Township
139 Water St., First Floor
Naperville, IL 60540
eddieb@napervilletownship.com

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

NAPERVILLE TOWNSHIP

Signed this ____ day of _____, 2026, at NAPERVILLE TOWNSHIP, Illinois.

_____
Eddie Bedford, Supervisor/Treasurer
NAPERVILLE TOWNSHIP

ATTEST: _____
Nathanael Sippel, Clerk
NAPERVILLE TOWNSHIP

EXHIBIT A
COUNTY MOWING: NAPERVILLE TOWNSHIP

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
33	75th Street	Ogden Avenue	Modaff Road	Both Sides and Medians	52.55
53	Diehl Road	Raymond Drive	Mill Street	Both Sides and Medians	11.98
14	Eola Road	Butterfield Road	New York Street	Both Sides and Medians	25.83
3	Ferry Road	Eola Road	West Branch DuPage River	Both Sides and Medians	15.33
32	Mill Street	Ferry Road	Ogden Avenue	Both Sides and Medians	4.98
1	Plainfield-Naperville Rd	75th Street	87th Street	Both Sides and Medians	8.44
1	Raymond Drive	Ferry Road	River/Brookdale Rd	Both Sides	6.36
1	River Road	Warrenville Road	Ferry Road	Both Sides	2.26
1	River Road	Field at Ferry Road behind fence at water tower		NE Corner	2.57
32	Warrenville Road	East & North of Mill Street/Ferry Road		Medians	0.04
				Grand Total Acres	**130.34**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
130.34	$ 60.00	**$ 7,821.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 7,821.00	16	**$125,136.00**

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

File #: DT-R-0018-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.I.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF OAK BROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST $6,864.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Oak Brook for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to the Village of Oak Brook, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		20306	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		6,864.00
FY27-1500-3510-53830						Village of Oak Brook		6,864.00
						TOTAL		$13,728.00

Village of Oak Brook, 1200 Oak Brook Road, Oak Brook, IL 60523
VENDOR

COMMITTEE APPROVAL	DATE
Transportation	4/21/26
County Board	4/28/26

Signature on file

4/8/26
DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF OAK BROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the VILLAGE OF OAK BROOK (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY,

its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional

insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Tim O'Malley
Director of Public Works
Village of Oak Brook
1200 Oak Brook Road
Oak Brook, IL 60523
tomalley@oak-brook.org

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

VILLAGE OF OAKBROOK

Signed this 24th day of FEBRUARY, 2026, at VILLAGE OF OAKBROOK, Illinois.

Signature on file

_____
Greg Summers, Village Manager
VILLAGE OF OAKBROOK

ATTEST: Signature on file

Netasha Scarpiniti, Clerk
VILLAGE OF OAKBROOK

EXHIBIT A
COUNTY MOWING: VILLAGE OF OAK BROOK

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
8	York Road	At Graue Mill		East and West	0.43
8	York Road	Golf Course Entrance	31st Street	Wast and West	1.96
34	31st Street	Jorie Blvd	York Road	North and South (including medians)	3.57
34	31st Street	Regent Drive	Jorie Blvd.	Medians	0.59
25	Meyers Road	35th Street	38th Street	Medians	0.60
				Grand Total Acres	**7.15**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
7.15	$ 60.00	**$ 429.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 429.00	16	**$ 6,864.00**

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

File #: DT-R-0019-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.J.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE CITY OF WHEATON
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $1,872.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the City of Wheaton for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) duplicate original of this Resolution and agreement to the City of Wheaton, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		10074	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		1,872.00
FY27-1500-3510-53830						City of Wheaton		1,872.00
						TOTAL		$3,744.00

City of Wheaton, 303 W. Wesley Street, PO Box 727, Wheaton, IL 60187-0727
VENDOR

COMMITTEE APPROVAL DATE

Transportation

County Board

Signature on file

DEPARTMENT APPROVAL DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF WHEATON
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the CITY OF WHEATON (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Michael Dzugan
City Manager
City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187
mdzugan@wheaton.il.us

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

CITY OF WHEATON

Signed this ____ day of _____, 2026, at CITY OF WHEATON, Illinois.

_____
Phil Suess, Mayor
CITY OF WHEATON

ATTEST: _____
Andrea Rosedale, City Clerk
CITY OF WHEATON

EXHIBIT A
COUNTY MOWING: CITY OF WHEATON

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
23	Naperville Road	7 Gables Park Entrance	North of Farnham Lane	Both Sides	1.95
				Grand Total Acres	**1.95**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
1.95	$ 60.00	**$ 117.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 117.00	16	**$ 1,872.00**

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

File #: DT-R-0020-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.K.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF WILLOWBROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST $22,496.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Willowbrook for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to the Village of Willowbrook, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME
ADDRESS
CITY, STATE, ZIP

RESOLUTION NUMBER

03/19/2026
DATE

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		20307	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26 -1500-3510-53830						Mowing contract between the County of DuPage and the		22,496.00
FY27-1500-3510-53830						Village of Willowbrook		22,496.00
						TOTAL		$44,992.00

Village Of Willowbrook, 835 Midway Drive, Willowbrook, IL 60527
VENDOR

COMMITTEE APPROVAL — DATE
Transportation
County Board

Signature on file
4/7/26
DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF WILLOWBROOK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the VILLAGE OF WILLOWBROOK (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Rick Valent
Director of Public Works
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527
rvalent@willowbrook.com

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

VILLAGE OF WILLOWBROOK

Signed this ____ day of _____, 2026, at VILLAGE OF WILLOWBROOK, Illinois.

_____
Frank A. Trilla, Mayor
VILLAGE OF WILLOWBROOK

ATTEST: _____
Gretchen S. Boerwinkle, Clerk
VILLAGE OF WILLOWBROOK

EXHIBIT A
COUNTY MOWING: VILLAGE OF WILLOWBROOK

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
38	63rd Street	Western Avenue	Madison Avenue	Both sides and medians	4.56
33	75th Street	1 lot west of Sheridan	IL 83	Both sides and medians	8.59
8	Madison Street	63rd Street	Joliet Road	Both Sides	7.21
31	Plainfield Road	IL 83	Garfield Avene	Both Sides	3.07
				Grand Total Acres	**23.43**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
23.43	$ 60.00	**$ 1,406.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 1,406.00	16	**$ 22,496.00**

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

File #: DT-R-0021-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.L.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
WINFIELD TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $43,024.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and Winfield Township for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and agreement to Winfield Township, by and through the Division of Transportation.

Enacted and approved this 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.	REQUISITIONING AGENCY	SHIP TO ADDRESS	RESOLUTION NUMBER
	DuPage County Division of Transportation (NAME)	Same (NAME)	
	421 N. County Farm Road (ADDRESS)	(ADDRESS)	
03/19/2026 (DATE)	Wheaton, IL 60187 (CITY, STATE, ZIP)	(CITY, STATE, ZIP)	

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		16103	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		43,024.00
FY27-1500-3510-53830						Winfield Township Road District		43,024.00
							TOTAL	$86,048.00

Winfield Township Highway Department, 30W575 Roosevelt Road, West Chicago, IL 60186
VENDOR

COMMITTEE APPROVAL	DATE
Transportation	
County Board	

Signature on file

4/7/26
DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND WINFIELD TOWNSHIP
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the WINFIELD TOWNSHIP (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq*., to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. The MUNICIPALITY shall perform minor trimming of brush, tree branches, vegetation, and other obstructions that encroach into the mowing path or interfere with equipment. For larger areas requiring additional personnel or equipment, tree and brush removal requests should be referred to the DuPage County Manager of Highway Operations.

7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
John S. Dusza
Highway Commissioner
Winfield Township
30W575 Roosevelt Road
West Chicago, Illinois 60185
road@winfieldtownship.com

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

WINFIELD TOWNSHIP

Signed this _____ day of _____, 2026, at WINFIELD TOWNSHIP, Illinois.

_____
John S. Dusza, Highway Commissioner
WINFIELD TOWNSHIP

ATTEST: _____
Cynthia Paulsen, Clerk
WINFIELD TOWNSHIP

EXHIBIT A
COUNTY MOWING: WINFIELD TOWNSHIP

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
51	Herrick Road	Warrenville Road	IL 56	Both Sides	3.16
27	Highlake Road	Prince Crossing Rd	To County Route Marker	Both Sides	2.24
27	Prince Crossing Road	Geneva Road	Highlake Road	Both Sides	3.18
13	Winfield Road	IL 38 to South of IL 56 along and across from St James Farm		Both Sides	7.76
21	Geneva Road	Prince Crossing Road	County Farm Road	Both Sides	3.69
21	Fabyan Pkwy	IL 38	County Line	Both Sides	11.10
18	Kress Road	IL 38	Hawthorne Lane	Both Sides	12.73
18	Hawthorne Lane	Kress Road	Powis Road	Both Sides	0.95
				Grand Total:	**44.81**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
44.81	$ 60.00	**$ 2,689.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 2,689.00	16	**$ 43,024.00**

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

File #: DT-R-0022-26 **Agenda Date:** 4/21/2026 **Agenda #:** 11.M.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF WOODRIDGE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY
(COUNTY COST UP TO $28,144.00 ANNUALLY FOR TWO YEARS)

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for mowing of grass and vegetation growing along the roads and rights-of-way under the jurisdiction of the County of DuPage; and

WHEREAS, the County Board has examined the agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement between the County of DuPage and the Village of Woodridge for mowing along County roads and rights-of-way be attached hereto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Board Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit one (1) original copy of this Resolution and Agreement to the Village of Woodridge, by and through the Division of Transportation.

Enacted and approved 28th day of April, 2026 at Wheaton, Illinois.

_____
DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

03/19/2026
DATE

REQUISITIONING AGENCY
DuPage County Division of Transportation
NAME
421 N. County Farm Road
ADDRESS
Wheaton, IL 60187
CITY, STATE, ZIP

SHIP TO ADDRESS
Same
NAME

ADDRESS

CITY, STATE, ZIP

RESOLUTION NUMBER

FUND	AGENCY	VENDOR NUMBER	EXPIRATION DATE	LAST INVOICE DATE	FOB
		20308	11/30/2027	11/30/2028	Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
FY26-1500-3510-53830						Mowing contract between the County of DuPage and the		28,144.00
FY27-1500-3510-53830						Village of Woodridge		28,144.00
							TOTAL	$56,288.00

Village of Woodridge, 5 Plaza Drive, Woodridge, IL 60517
VENDOR

COMMITTEE APPROVAL — DATE

Transportation

County Board

Signature on file

4/7/26
DATE

FORM PR770 REV. 1193

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF WOODRIDGE
FOR MOWING ALONG COUNTY ROADS AND RIGHTS-OF-WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the VILLAGE OF WOODRIDGE (hereinafter referred to as the "MUNICIPALITY"), a municipal corporation. The COUNTY and the MUNICIPALITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the MUNICIPALITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.*, to contract with each other; and

WHEREAS, the MUNICIPALITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY (hereinafter referred to as "County Highway(s)") and within the corporate limits of the MUNICIPALITY, hereinafter depicted on Exhibit A, attached hereto and incorporated herein (hereinafter referred to as "COUNTY MOWING"); and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following SPECIFICATIONS and GENERAL CONDITIONS:

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right-of-way line. Median and island areas are also included as part of this Agreement (as referenced in Exhibit A) and shall be mowed back-to-back of curb. Weeds, grass, and other vegetation growing within concrete or paved portions of medians shall be removed or trimmed as necessary to maintain a neat, uniform, and well-maintained appearance.

2. Grass shall be mowed to the height of three (3) inches.

3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Manager of Highway Operations, or his designee, shall constitute prima facie evidence of a reasonable application of such professional standards. Any necessary corrections shall be made within one week, weather permitting.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.

5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this Agreement. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

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7. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Manager of Highway Operations for removal.

8. Damage caused by the MUNICIPALITY to turf areas, fences, signs, or any other property shall be repaired to the satisfaction of the DuPage County Manager of Highway Operations prior to payment for the cycle in which damage occurred.

9. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the "Manual of Uniform Traffic Control Devices" that is in effect at the time the work is performed, as well as any indicated special provisions, whether attached or included by reference, and appropriate at any particular site. The safety of workers and the public shall be of primary concern.

10. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled way of the County Highways. If it is necessary for a slow-moving

piece of equipment to travel for a short distance along the County Highway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled way of the County Highway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

11. No equipment or material shall be stored on the pavement or shoulders of the County Highways at any time.

12. COUNTY payment for mowing will be made once per month (May to October) provided the MUNICIPALITY submits an invoice monthly for the actual number of mowing cycles performed, not to exceed four (4) cycles per month and sixteen (16) cycles per calendar year.

13. No additional mowing cycles will be reimbursed by the COUNTY other than those listed above in Article 12.

14. The COUNTY shall pay the MUNICIPALITY, the amount shown per mowing cycle (total acres given in Exhibit A X $60.00 per acre); Acreage in this Agreement will be measured and paid for to the nearest hundredth of an acre (0.01ac). Such payment shall be made by the COUNTY within sixty (60) days of receipt of a properly documented invoice after the completion of each mowing cycle of total acres given in this AGREEMENT. Invoicing by the MUNICIPALITY should occur monthly. When invoicing occurs more frequently, the COUNTY reserves the right to hold invoices for processing until the end of monthly invoicing period.

15. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of the current year for any mowing cycles performed during the completed mowing season for the term of this Agreement. Due to COUNTY budgetary constraints, final invoice *must be received by December 1st of current year.***

16. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at the unit price and measurements stated in Article 14. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing of any additions or deductions made in the mowing cycle acres.

17. The MUNICIPALITY, if it chooses to contract with a third-party contractor, will be paid at the unit price and measurements

stated in Article 14. The use of a third-party contractor will not change the rates, measurements, schedule, work and jobsite requirements, or terms and conditions of this Agreement.

GENERAL CONDITIONS

1. The MUNICIPALITY may, at its sole discretion, visit the sites of the proposed work shown in the COUNTY WORK list, for the purposes of examining and familiarizing itself with the premises and circumstances relating to the mowing to be done in order that it may understand the site specific conditions and physical constraints associated with the mowing to be performed under this Agreement. All such site visits shall be made without obstructing traffic flow on the County Highways.

2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete sixteen (16) mowing cycles per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.

3. The MUNICIPALITY, or its contractor, shall document the work completed during each mowing cycle for which payment is requested by certifying the COUNTY MOWING areas that were mowed using a web-based portal provided by the COUNTY, or through another mutually agreed method.

4. The safety of persons and property of the MUNICIPALITY, the COUNTY, third party contractors, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.

5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

(a) The MUNICIPALITY 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 MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

(b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, 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, 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 MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.

(c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.

(d) 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 MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor, shall maintain the following insurance coverage(s), or be self-insured to cover the following:

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

(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.

(c) **Commercial (Comprehensive) General Liability** Insurance with a limit of not less than three million dollars ($3,000,000) total; including limits of not less than two million ($2,000,000) dollars per occurrence and one million ($1,000,000) dollars excess liability in the annual aggregate injury/property damage.

(d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million ($1,000,000) dollars Combined Single Limit (Each Accident).

(e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.

(f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7 (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein.

(g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY 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 affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY 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 required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance /Endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive)

Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be utilizing a third-party contractor to perform the COUNTY MOWING, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract, including evidence of proper licenses, bonding, and insurance, to the COUNTY.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.

11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be

effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:
Christopher Bethel
Director of Public Works
Village of Woodridge
Five Plaza Drive
Woodridge, Illinois 60517
cbethel@woodridgeil.gov

FOR THE COUNTY:
Stephen M. Travia, P.E.
Director of Transportation and Facilities Management
County of DuPage
421 N. County Farm Road
Wheaton, IL 60187
stephen.travia@dupagecounty.gov

14. This Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

15. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2027, unless terminated by thirty (30) days written notice to the other party as referenced above.

18. The parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

19. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

20. This Agreement shall become effective on the day on which both parties hereto have executed this document.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2026 at Wheaton, Illinois.

_____
Deborah A. Conroy, Chair
DuPage County Board

ATTEST: _____
Jean Kaczmarek, County Clerk

VILLAGE OF WOODRIDGE

Signed this 27th day of March, 2026, at VILLAGE OF WOODRIDGE, Illinois.

Signature on file

_____
Gina Cunningham, Mayor
VILLAGE OF WOODRIDGE

Signature on file

ATTEST: _____
Joe Heneghan, Clerk
VILLAGE OF WOODRIDGE

EXHIBIT A
COUNTY MOWING: VILLAGE OF WOODRIDGE

Co Hwy	Hwy Name	From	To	Side of Street	AREA (acres)
38	63RD Street	Prentice Road	East of I 355 Interchange	Median	0.32
33	75th Street	IL 53	Lemont Road	North and South (including medians)	23.04
33	75th Street	Palomino Drive	IL 53	Median	1.60
56	Woodward Ave	75th Street	87th Street	East and West (including Medians)	4.35
				Grand Total Acres	**29.31**

Total Acres	Payment per Acre	Total per Mowing Cycle (Rounded up)
29.31	$ 60.00	**$ 1,759.00**

Total per Mowing Cycle	Number of Mowing Cycles per Year	Total Payment per Year
$ 1,759.00	16	**$28,144.00**

Grant Proposal Notifications

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

File #: 26-1272 **Agenda Date:** 4/21/2026 **Agenda #:** 12.A.

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

GPN Number: 011-26
(Completed by Finance Department)

Date of Notification: 04/09/2026
(MM/DD/YYYY)

Parent Committee Agenda Date: 04/21/2026
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 12/12/2025
(MM/DD/YYYY)

Name of Grant: FY 2027-2031 Surface Transportation Program (STP)

Name of Grantor: Illinois Department of Transportation

Originating Entity: U.S. DOT - Federal Highway Administration
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Division of Transportation

Department Contact: Nithin Joseph, Project Engineer, Ext. 6912
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: $ 4,678,425.00

Type of Grant: Competitive
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☑ No

Source of Grant: ☑ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 20.205 If State, provide CSFA: 494-42-0495

DUPAGE COUNTY
GOVERNMENT

Grant Proposal Notification

1. Justify the department's need for this grant.

   This project includes the construction of a 2.33-mile multi-use path along CH 29 (Stearns Road) from Sayer Road to the DuPage/Kane County Line. The proposed improvements will provide connections to multiple regionally significant facilities such as the Bartlett Trail, Illinois Prairie Path, Great Western Trail, and the Fox River Trail. A new path will be constructed from the County Line and tie into the existing path at Munger Road as well as replacing the sidewalk between Lynnfield Lane and Sayer Road with a 10-foot-wide path. This project will provide a western extension which ultimately provides consistency across the Stearns Road corridor.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

   Quality of Life - The proposed project addresses the specific needs of safety and enhancing the user experience by expanding the bike and pedestrian network.

3. What is the period covered by the grant? 10/01/2027 (MM/DD/YYYY) to: 09/30/2031 (MM/DD/YYYY)

   3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

   3.1.1. _____ (MM/YY) and _____ (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

   4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

   5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

   5.2. After expenditure of costs (reimbursement-based) ☑

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant _____

6.1.2. Total fringe benefits _____ Percentage covered by grant _____

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____ (Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No) No

6.3.1. If yes, please answer the following:

6.3.1.1. How many years beyond the grant term? _____

6.3.1.2. What Company-Accounting Unit(s) will be used? _____

6.3.1.3. Total annual salary _____

6.3.1.4. Total annual fringe benefits _____

7. Does the grant allow for direct administrative costs? (Yes or No) No

7.1. If yes, please answer the following:

7.1.1. Total estimated direct administrative costs for project _____

7.1.2. Percentage of direct administrative costs covered by grant _____

7.1.3. What percentage of the grant total is the portion covered by the grant _____

8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost? 100%

9. Are matching funds required? (Yes or No): Yes

9.1. If yes, please answer the following:

9.1.1. What percentage of match funding is required by granting entity? 25%

9.1.2. What is the dollar amount of the County's match? $1,559,475.00

Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 1500-3500

10. What amount of funding is already allocated for the project? $0.00

10.1. If allocated, in what Company-Accounting Unit are the funds located? _____

10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): Yes

11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? $6,237,900.00

LEGEND

- PROPOSED PATH LIMITS
- EXISTING PATH
- XXX STREETS
- XXX RAIL ROAD

PROJECT LOCATION MAP

PROPOSED STEARNS ROAD MULTI-USE-PATH
KANE/DUPAGE COUNTY LINE TO SAYER ROAD
VILLAGE OF BARTLETT, DUPAGE COUNTY, IL

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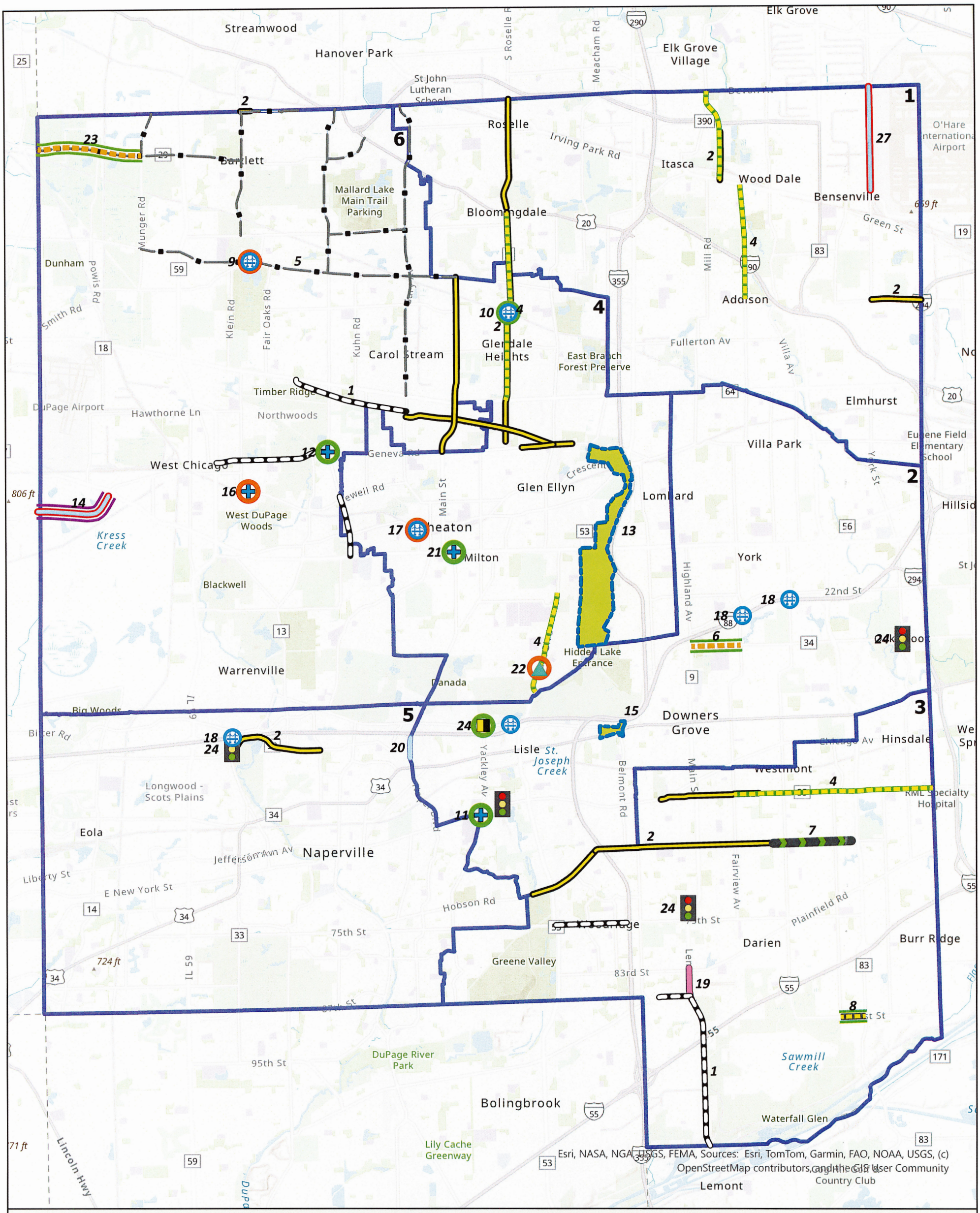
WHEATON, IL 60187
www.dupagecounty.gov

File #: 26-1265 **Agenda Date:** 4/21/2026 **Agenda #:** 13.A.

ID	Project	Limits	Location	Type of Work	Anticipated Start of Construction	Anticipated Completion	Lane Closures Expected?
1	**2026 Pavement Maintenance / Resurfacing**	75th Street- IL 53 to I-355 County Farm Road - IL 38/Roosevelt Road to Jewell Road Geneva Road - IL 59 to County Farm Road Lemont Road - 87th Street to Bluff Road St. Charles Road - IL 64/North Avenue to Gary Avenue	Darien Lemont Wheaton Winfield Woodridge	Resurfacing, Sidewalk and Curb repair, Sidewalk Ramps	April, 2026	October, 2026	Daily lane closures
2	**2026 Pavement Marking**	18 Pavement sections throughout DuPage County	Various	Re-striping roadway for visibility and safety	April, 2026	November, 2026	Intermittent
3	**2026 Pavement Preservation**	31st Street (IL 83 to York Road) Gary Avenue (Army Trail Road to Lawrence Avenue) Mill Street (US 34/Ogden Avenue to Warrenville Road) Schmale Road (IL 64/North Avenue to Army Trail Road)	Bloomingdale Glendale Heights Naperville Oak Brook	Crack seal	May,2026	October, 2026	Intermittent
4	**2026 Sidewalk Grinding**	Various sidewalks including: Bloomingdale Road (IL 64/North Avenue to US 20/Lake St) Park Blvd (North of IL 53) Addison Road (US 20/Lake Street to IL 19/Irving Park Road) Prospect Avenue (Devon Avenue to IL 19/Irving Park Road) 55th Street (Fairview Avenue to County Line Road)	Bloomingdale Addison Itasca Downers Grove Westmont Clarendon Hills Hinsdale	Sidewalk maintenance and ADA safety	May, 2026	November, 2026	None
5	**2026 Traffic Sign Replacement Program**	Various corridors including: Gary Avenue County Farm Road Bartlett Road and Devon Avenue Munger Road Army Trail Road Schick Road Stearns Road/Greenbrook Blvd	Bartlett Carol Stream Hanover Park Bloomingdale	Replace deteriorated signs and markers for safe travel	May, 2026	November, 2026	None
6	**31st Street Multiuse Path**	Highland Avenue to Meyers Road	Downers Grove Lisle Naperville Oak Brook	Engineering-Phase I	2028/2029		NA
7	**63rd Street Flashing Yellow Arrow**	Suffield Court to Americana Drive	Clarendon Hills Westmont	Traffic signal operations	July, 2026	November, 2027	Intermittent
8	**91st Street Sidewalk and Lighting**	IL 83 to Clarendon Hills Road (Sidewalk)	Unincorporated DuPage	Engineering-Phase I	2028		NA
9	**Army Trail Road**	Bridge over West Branch DuPage River (Bridge Reconstruction)	Bartlett Carol Stream Hanover Park Bloomingdale	Engineering-Phase II	2027		NA
10	**Bloomingdale Road**	Bridge over CN Railroad (Bridge Reconstruction)	Glendale Heights	Engineering-Phase I	2028/2029		NA
11	**College Road**	at Maple Avenue (Intersection and safety improvements)	Lisle	Engineering-Phase I	2028/2029		NA
12	**County Farm Road**	at Geneva Road (Intersection and safety improvements)	Winfield	Engineering-Phase I	2028/2029		NA
13	**East Branch DuPage River Trail**	St. Charles Road to IL 56/Butterfield Road	Glen Ellyn, Unincorporated	Engineering-Phase I	2029/2030		NA
14	**Fabyan Parkway**	West County Line to S of IL 38/Roosevelt Road **Letting End of 2026**	West Chicago	Engineering-Phase III	1st Q, 2027	November, 2028	Intermittent
15	**Finley-Belmont Road**	at US 34/Ogden Avenue and Warrenville Road (Intersection improvements)	Downers Grove	Engineering-Phase I	2028/2029		NA
16	**High Lake Road**	at Sunset Avenue and UP West Railroad (Intersection Channelization and Signals)	Unincorporated DuPage	Engineering-Phase II	2028		NA
17	**Illinois Prairie Path - Volunteer Bridge**	over UP West Railroad	Wheaton	Engineering-Phase I			NA
18	**Illinois Tollway Bridges (Illinois Tollway contract)**	Raymond Drive, Meyers Road and Midwest Road bridges over I-88	Naperville Oak Brook	Bridge deck and wall repair	June, 2026	November, 2026	Intermittent lane closures
19	**Lemont Road**	83rd Street to 87th Street, and 87th Street west of Lemont Road	Woodridge	Add turn lanes, intersection improvements and resurfacing	May, 2026	November, 2027	Intermittent lane closures
20	**Naperville Road**	I-88 to Ridgeland Road	Naperville	Intersection improvements and corridor roadway improvements	Summer, 2026	November, 2027	Intermittent lane closures
21	**Naperville Road**	at IL 38/Roosevelt Road (Intersection Improvement)	Wheaton	Engineering-Phase I	2028		NA
22	**Park Boulevard**	at Tamarack Drive (Culvert Replacement)	Unincorporated DuPage	Engineering-Phase II	2027	2028	Detours Expected
23	**Stearns Road Multiuse Path**	West County Line to Munger Road	Bartlett	Engineering-Phase I	2028/2029		NA
24	**Traffic Signal Mast Arm Replacements**	Intersections included in the work are: Lemont Road at Dunham Road Maple Avenue at Burr Oak Road Diehl Road at Raymond Drive York Road at 31st Street	Downers Grove Lisle Naperville Oak Brook	Replace signal equipment	2025	August, 2026	Daily lane closures
25	**Warrenville Road**	at Yackley Avenue	Lisle	Engineering-Phase I	2027		NA
26	**Warrenville Road**	over the East Branch DuPage River	Lisle	Reconstruct Bridge	April, 2024	December, 2026	Long term lane closures
27	**York Road**	Devon Avenue to Gateway Drive	Elk Grove Village Bensenville	Reconstruct Road, Drainage	April, 2024	December, 2026	Long term lane closures



Bridge, Intersection and Point Locations

Project Type

- Drainage
- Intersection
- Safety
- Traffic Signals
- Bridge

Project Status

- Engineering-1
- Engineering-2

Roads, Corridors, and Linear Projects

Project Type

- Pavement Marking
- Sign Maintenance
- Reconstruct/Widen
- Intersection Channelization
- Widen/Resurface
- Resurfacing
- Traffic Signal System
- Multiuse Path
- Sidewalk
- Sidewalk Maintenance

Project Status

- Engineering-1
- Engineering-3

Large Area and System Projects

- Corridors and Systems

Project Status

- Engineering-1

- County Board Districts

DuPage County DOT FY26 Annual Program

0 0.5 1 2 3

Miles

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

File #: 26-1256 **Agenda Date:** 4/21/2026 **Agenda #:** 14.A.

DUPAGE COUNTY

DIVISION OF TRANSPORTATION

630-407-6900
fax: 630-407-6901
dot@dupagecounty.gov
www.dupagecounty.gov/dot

General
630-407-6900
Maintenance
630-407-6920
Permitting
630-407-6900
Trails/Paths
630-407-6900

MEMORANDUM

To: DuPage County Transportation Committee

cc: Nick Kottmeyer
Stephen Travia, Director

From: John Loper, Chief Transportation Planner

Date: April 15, 2026

Re: Hinsdale Lake Terrace Rideshare 2025 Annual Report

Background

As you all know, the Hinsdale Lake Terrace Rideshare Access Program (HLT RAP) began in response to calls for assistance from the community prior to and during the pandemic. DuDOT had been working with the community since 2019 on potential solutions to transportation and safety issues. In 2022 the federal government declared the Hinsdale Lake Terrace census blocks as perhaps the most challenged in DuPage County.

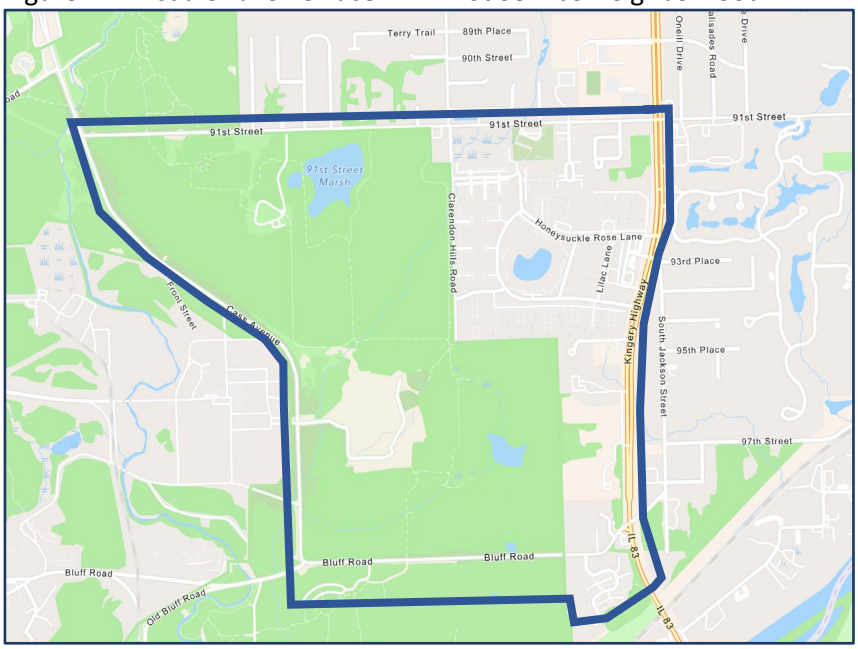
Pace Suburban Bus and DuPage County recognized a great need and amended the existing Rideshare Access Program agreement with Uber to allow the community to be served. Under the agreement, DuPage County receives applications, screens the applicants and enrolls eligible riders. Pace handles digital vouchers and administers invoicing from Uber. DuPage and Pace share in resolving day to day issues, logistics and disciplinary actions.

DuDOT staff provide helpful guidance to riders, potential customers, and others wishing to use the program. Staff effort can range from 8-12 hours per week while Pace support is likely greater and may range from 15-25 hours per week.

Program Details

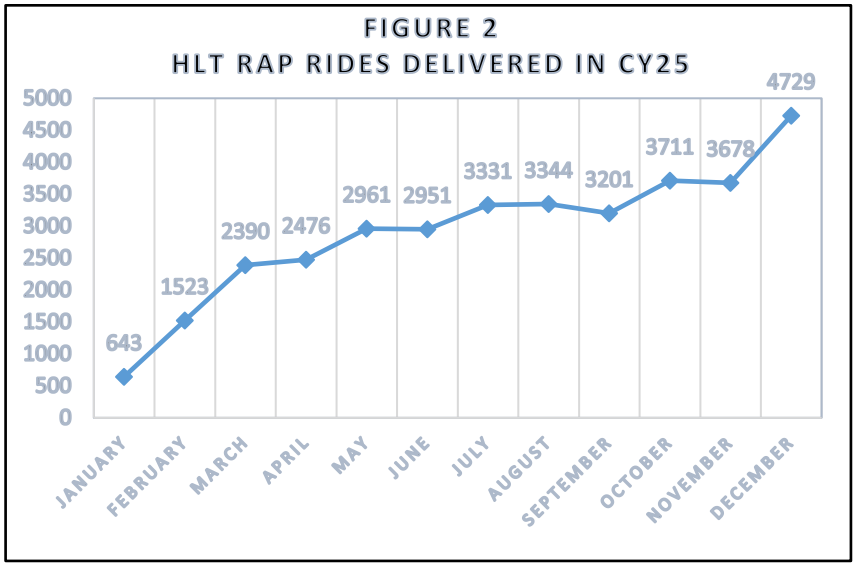
The program was announced in November and December 2024 and DuDOT staff held local meetings to explain the service and how to use it. The initial program was marketed as a Pilot program that was “geo-fenced” meaning that enrollees were screened so that only people from the Hinsdale Lake Community could be served (shown in Figure 1 below). In addition, the potential destinations were geofenced and an Uber access service area approximately five miles in radius was implemented with the Pilot program. Uber was able to use that area to validate the eligible destinations.

Figure 1 -Hinsdale Lake Terrace RAP Pilot Service Neighborhood



During the first ten months of the program DuPage County allowed 4 rides per day with a maximum subsidy of $30 per ride. This was a level similar to the existing Pace Uber Access program, though we did not match the 8-ride daily maximum offered by Pace.

Over the course of the first three quarters, enrollment increased to over **350** people. The program saw increasing usage as well with the number of subsidized rides totaling more than **3300** per month in July and August. Despite the increase in users and usage, average trip length remained steady averaging between 3.6 and 3.9 miles per trip. Staff was particularly interested in hearing the stories of the residents who were using the service to take children to day care and then on to work. Many were using the service to get to school or to the grocery store to shop for the family while children were in school. Almost all of the shared experiences tell of a lower income community with 0 or 1 car households with a need to find any economic and transportation support possible.



While the program satisfied some of the residents of the neighborhood, staff continually heard that there were other destinations not covered under the program that people desired to reach. Many of these locations were in Cook County or Will County outside the five-mile radius. Specifically, residents were seeking access to medical facilities and doctors' offices, work locations, schools and relatives. As ridership and County investment in the program wildly exceeded expectations, in November, DuDOT staff recommended a reduced number of allowable rides per month and a reduced subsidy. That recommendation was accompanied by the elimination of the 5-mile service area geofence.

The result of these changes is an even greater level of interest in the program and staff has seen another surge in enrollment. Ridership ballooned in December to over 4700 rides delivered in the month and a tremendous change in the destinations (before and after shown in Figure 3 below).

Figure 3 -Hinsdale Lake Terrace RAP Pilot Change in Delivery Area: February/March 2025 vs November/December 2025