



DU PAGE COUNTY

Transportation Committee

Regular Meeting Agenda

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

Tuesday, September 16, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

2. ROLL CALL

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [25-2195](#)

DuPage County Transportation Committee Meeting-Tuesday September 2, 2025.

6. BUDGET TRANSFERS

6.A. [25-2197](#)

Budget Transfer of \$15,000 from 1500-3510-53828 Contingencies to 1500-3510-50050 Temporary Salaries; additional funds needed for Highway Maintenance 2025 summer help.

7. PROCUREMENT REQUISITIONS

7.A. [DT-P-0045-25](#)

Recommendation for the approval of a contract to STATE Testing, LLC, for Professional Materials Testing and Engineering Services, for the Division of Transportation (\$180,000) and Stormwater Management (\$20,000), for a contract total not to exceed \$200,000. 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.

7.B. [DT-P-0046-25](#)

Recommendation for the approval of a contract purchase order to Nicor Gas, to provide natural gas distribution services, as needed for the Division of Transportation, for the period of October 1, 2025 through September 30, 2029, for a contract total not to exceed \$130,000. (Public Utility)

8. CHANGE ORDERS

8.A. [25-2131](#)

Graef-USA Inc. PO #4357-1-SERV-Decrease remaining encumbrance and close contract purchase order for professional surveying services; contract expired on November 30, 2022.

8.B. [25-2134](#)

72 Hour LLA d/b/a Chevrolet of Watsonville, NAFG-PO #7553-1-SERV-Cancel entire order for one (1) Ford Expedition, for the Division of Transportation-delay in arrival sometime after contract expires; contract not budgeted for FY 2026.

8.C. [25-2208](#)

DT-R-0399A-21 Amendment to DT-R-0399-21-Meade, Inc. PO # 5417-1-SERV-Decrease remaining encumbrance and close contract to provide 2022-2023 Traffic Signal/Street Light Maintenance for the Division of Transportation; contract expired on November 30, 2023.

8.D. [25-2168](#)

DT-P-0003A-24 - Amendment to Resolution DT-P-0003-24, issued to Alfred Benesch & Company, to provide Professional Construction Engineering Services for improvements at Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR, to increase the funding in the amount of \$138,658, resulting in an amended contract total amount of \$997,932.

8.E. [25-2171](#)

DT-P-0001A-24 - Amendment to Resolution DT-P-0001-24, issued to Ciorba Group, for the improvements along CH 11/Army Trail Road bridge over West Branch DuPage River, Section 21-00240-09-BR, to increase the contract in the amount of \$49,885, resulting in an amended contract total amount not to exceed \$710,208.04.

9. AWARDING RESOLUTIONS9.A. [DT-R-0030-25](#)

Awarding Resolution to Meade, Inc., for 2026-2027 Traffic Signal and Street Light Maintenance at various locations within DuPage County, Section 26-TSMTC-05-GM, for an estimated County cost of \$7,718,158.36; Per lowest responsible bid.

9.B. [DT-R-0031-25](#)

Awarding Resolution to Schroeder Asphalt Services, Inc., for the Downers Grove Township 2025 Road Maintenance Program, Section 25-03128-00-RS, for an estimated Township cost of \$1,143,018.72, per lowest responsible bid; (No County cost).

10. GRANT PROPOSAL NOTIFICATIONS10.A. [25-2224](#)

GPN-022-25:Local Highway Safety Improvement Program-Illinois Department of Transportation-Federal Highway Administration-\$2,247,000 (Division of Transportation).

11. INFORMATIONAL**11.A. [25-2113](#)**

Natural Gas Bid - Constellation New Energy - Gas Division, LLC., for natural gas and utility management and supply services for Facilities Management, DuPage Care Center, Public Works and Division of Transportation, for a 2-year fixed pricing total of \$1,699,700.

11.B. [FM-P-0041-25](#)

Recommendation for the approval of a contract to Builders Chicago Corporation, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed, for County facilities, for Facilities Management, for the period of November 1, 2025 through October 31, 2027, for a total contract amount not to exceed \$214,300; per renewal option under bid award #23-091-FM. First and final option to renew. (\$143,300 - Facilities Management, \$30,000 - Division of Transportation, and \$41,000 - Public Works)

12. RESOLUTIONS**12.A. [DT-R-0032-25](#)**

Resolution to support and participate in the Dial-a-Ride study for DuPage County conducted by the RTA through its Community Planning Grant Program-GPN 022-25; County cost not to exceed \$150,000.

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



Minutes

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

File #: 25-2195

Agenda Date: 9/16/2025

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, September 2, 2025

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Vice Chair Tornatore at 10:00 AM.

2. ROLL CALL

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

3. CHAIR'S REMARKS - VICE CHAIR TORNATORE

No remarks were offered.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [25-2089](#)

DuPage County Transportation Committee Meeting-Tuesday August 19, 2025.

RESULT:	APPROVED
MOVER:	Sadia Covert
SECONDER:	Paula Garcia

6. BUDGET TRANSFERS

6.A. [25-2099](#)

Budget Transfer of \$6,700,000 from 1500-3550-54050 Transportation Infrastructure to 1500-3550-53320 Repair & Maintenance Roads, funds needed for the 2025 Roadway Resurfacing purchase orders, which are offset by three major bridge replacement projects that were put on hold.

Member Dawn DeSart asked the bridge delays, and discussion was held.

RESULT:	APPROVED
MOVER:	Sadia Covert
SECONDER:	Paula Garcia

7. PROCUREMENT REQUISITIONS**7.A. [DT-P-0044-25](#)**

Recommendation for the approval of a contract purchase order to ComEd, to provide electric services, as needed for the Division of Transportation, for the four year period of October 1, 2025 through September 30, 2029, for a contract total not to exceed \$526,000. (Public Utility)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Sadia Covert
SECONDER:	Jim Zay

8. CHANGE ORDERS**8.A. [25-2051](#)**

Alfred Benesch-# 6853-1-SERV-Revised exhibit C.

RESULT:	APPROVED
MOVER:	Paula Garcia
SECONDER:	Jim Zay

MOTION TO COMBINE ITEMS 8.B. THROUGH 8.I.

Vice Chair Tornatore made a motion to combine items 8.A. through 8.I. Member Zay moved and Member Garcia seconded the motion. The motion was approved on voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Jim Zay
SECONDER:	Paula Garcia

8.B. [25-2066](#)

Al Warren Oil Company, Inc. PO # 6939-1-SERV--Decrease remaining encumbrance and close contract to furnish and deliver gasoline and diesel fuel for the Division of Transportation; contract expired March 31, 2025.

8.C. [25-2067](#)

Barricade Lites, Inc. PO # 7117-1-SERV-Decrease remaining encumbrance and close contract to furnish and deliver traffic cones and barricades for the Division of Transportation; contract expired on May 31, 2025.

- 8.D. [25-2068](#)
Hazchem Environmental Corporation PO # 6104-1-SERV-Decrease remaining encumbrance and close contract to provide hazardous waste testing & disposal, and emergency services for the Division of Transportation and Storm Water Management; contract expired on December 31, 2023.
- 8.E. [25-2070](#)
Hazchem Environmental Corporation PO # 6706-1-SERV-Decrease remaining encumbrance and close contract to provide hazardous waste testing & disposal, and emergency services for the Division of Transportation and Storm Water Management; contract expired on December 31, 2024.
- 8.F. [25-2071](#)
Leech Tishman Fuscaldo & Lampl, LLC PO # 5623-1-SERV-Decrease remaining encumbrance and close contract to provide professional legal services to assist with environmental issues, as needed, for the Division of Transportation; contract expired November 30, 2023.
- 8.G. [25-2072](#)
Leech Tishman Fuscaldo & Lampl, LLC PO # 5624-1-SERV-Decrease remaining encumbrance and close contract to provide professional legal services to assist with HABA applications, as needed, for the Division of Transportation; contract expired November 30, 2023.
- 8.H. [25-2073](#)
Northern Contracting PO #7033-1-SERV-Decrease remaining encumbrance and close contract to furnish, deliver, repair and install guardrails throughout DuPage County; contract expired May 11, 2025.
- 8.I. [25-2074](#)
Polach Appraisal Group, Inc. PO # 5096-1-SERV-Decrease remaining encumbrance and close contract to provide appraisal services, for the Division of Transportation; contract expired on November 30, 2023.

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	Jim Zay

9. INTERGOVERNMENTAL AGREEMENTS

- 9.A. [DT-R-0029-25](#)
Intergovernmental Agreement between the County of DuPage and the County of Cook for Elgin O'Hare/I-390 Corridor Enhancements, Section 14-00245-05-LS. (DuPage County to be reimbursed \$55,236.60)

RESULT:	APPROVED AND SENT TO FINANCE
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MOVER:	Jim Zay
SECONDER:	Paula Garcia

10. INFORMATIONAL

10.A. [SM-P-0020-25](#)

Recommendation for the approval of a contract to Azteca Systems, LLC, for Asset Management Software Licenses, for Stormwater Management (\$74,720.61), Public Works (\$74,720.61), and the Division of Transportation (\$12,994.89), for the period of October 1, 2025 through September 30, 2027, for a contract total not to exceed \$162,436.10. Sole Source Provider.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Sadia Covert

11. PRESENTATION

11.A. [25-2076](#)

The Division of Transportation's Draft Capital Improvement Plan for FY' 2025-FY' 2029.

Chief Transportation Planner John Loper gave a brief presentation on the 2025-2029 Fiscal Year Draft Capital Improvement Plan which reviewed upcoming projects and improvements.

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Paula Garcia
SECONDER:	Jim Zay

12. OLD BUSINESS

No old business was discussed.

13. NEW BUSINESS

Member Zay mentioned IDOT's media regarding upcoming projects in DuPage County and Member DeSart asked about the Elgin / O'Hare agreement. Discussion was held.

14. ADJOURNMENT

With no further business, the meeting was adjourned at 10:22 AM.



Budget Transfer

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

File #: 25-2197

Agenda Date: 9/16/2025

Agenda #: 6.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective January 1, 2025

28 100

From: 1500
Company #

DOT MAINTENANCE/OPS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3510	53828		CONTINGENCIES	\$ 15,000.00	958,000.00	943,000.00	8/29/25
Total				\$ 15,000.00			

To: 1500
Company #

DOT MAINTENANCE/OPS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3510	50050		TEMPORARY SALARIES	\$ 15,000.00	6,629.00	21,629.00	8/29/25
Total				\$ 15,000.00			

Reason for Request:

Additional Funds needed for Highway Maintenance additional 2025 summer help.

Signature on file

Signature on file

8/27/25
9/1/25

Activity

(optional)

Chief Financial Officer

Date

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

Finance Department Use Only			
Fiscal Year <u>25</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____	Released & Posted By/Date _____		

DOT - 9/16/25
FIN/CB - 9/23/25

8



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0045-25

Agenda Date: 9/16/2025

Agenda #: 7.A.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND STATE TESTING, LLC
PROFESSIONAL MATERIALS TESTING AND ENGINEERING SERVICES
UPON REQUEST OF THE DIVISION OF TRANSPORTATION,
SECTION 25-MATLS-07-EG
(CONTRACT TOTAL NOT TO EXCEED \$200,000.00)

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

WHEREAS, the COUNTY requires Professional Materials Testing and Engineering Services, upon request of the Division of Transportation, and Stormwater Management, Section 25-MATLS-07-EG; and

WHEREAS, STATE Testing, LLC (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such Professional Materials Testing and Engineering Services, and is willing to perform the required services for an amount not to exceed \$200,000.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and STATE Testing, LLC be hereby accepted and approved for a contract total not to exceed \$200,000.00 (Division of Transportation-\$180,000.00, and Stormwater Management-\$20,000.00) and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY and the DuPage County Clerk is hereby authorized to attest hereto; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to STATE Testing, LLC, 910 W. Algonquin Road, Algonquin, Illinois 60102, by and through the Division of Transportation.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-2167	RFP, BID, QUOTE OR RENEWAL #: PSA	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$200,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 09/16/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$200,000.00
	CURRENT TERM TOTAL COST: \$200,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: S.T.A.T.E. Testing LLC	VENDOR #: 32601	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Jay Behnke	VENDOR CONTACT PHONE: 847.366.4234	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: william.eidson@dupagecounty.gov
VENDOR CONTACT EMAIL: jbehnke@statetestingllc.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 Materials Testing and Engineering Services, upon request of the Division of Transportation (Various Locations), and Stormwater Management. Section #25-MATLS-07-EG.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The County periodically requires the services of a consultant to perform materials testing, engineering, and/or inspection on small projects for various locations on our County Highway System and/or facility improvements. Materials testing and engineering consists of checking the properties of materials (concrete, asphalt, steel, etc.) placed on various projects to insure compliance with IDOT specifications.			

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 and responses were received from 4 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, relevant past work, and availability of equipment and facilities for testing. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by S.T.A.T.E. Testing, LLC is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to S.T.A.T.E. Testing, LLC. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that S.T.A.T.E. Testing, LLC is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources, equipment and/or certified laboratory to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND COPY OF PO	Vendor#:	Dept: Division of Transportation	Division: DOT Finance
Attn:	Email:	Attn: Accounts Payable	Email: DOTFinance@dupagecounty.gov
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630.407.6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: S.T.A.T.E. Testing LLC	Vendor#: 32601	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 910 W. Algonquin Road	City: Algonquin	Address:	City:
State: IL	Zip: 60102	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 1, 2025	Contract End Date (PO25): May 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		DOT-25-MATLS-07-EG	FY26	1500	3500	54040	VV25MATL TST	80,000.00	80,000.00
2	1	EA		DOT-25-MATLS-07-EG	FY27	1500	3500	54040	VV25MATL TST	90,000.00	90,000.00
3	1	EA		DOT-25-MATLS-07-EG	FY28	1500	3500	54040	VV25MATL TST	10,000.00	10,000.00
4	1	EA		SWM-25-MATLS-07-EG	FY26	1600	3000	53010		20,000.00	20,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 200,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Materials Testing and Engineering Services, upon request of the Division of Transportation (Various Locations), and Stormwater Management. Section #25-MATLS-07-EG.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Do not send copy of PO to consultant. DOT to issue NTP. Last invoice date 10.31.28
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Email copy of PO to DOTFinance@dupagecounty.gov; Joan.McAvoy@dupagecounty.gov; Sarah.Hunn@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 S.T.A.T.E. TESTING, LLC.
FOR PROFESSIONAL MATERIALS TESTING & ENGINEERING SERVICES
UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 25-MATLS-07-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2025, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and State Materials Engineering, LLC dba S.T.A.T.E. Testing, LLC., licensed to do business in the State of Illinois, with offices at 910 W. Algonquin Road, Algonquin, IL 60102; (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 materials testing and engineering services for various county highway improvements upon request, Section No. 25-MATLS-07-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 material testing and engineering services and is willing to perform the required services upon request for a total amount not to exceed \$200,000.00; 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 these 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 a Work Order necessitates this scope of work.

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

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

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 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 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 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 it 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 Order(s) for various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 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. 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 work under the terms of this AGREEMENT. COUNTY approval of

sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant(s), 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 PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the Work Order 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 May 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 promptly after notice of

termination or when the Director directs, the deliverables specified in Exhibit A herein for each approved Work Order.

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 \$200,000.00. 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 Paragraph 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.

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

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

- 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 or from the date of any previous fee change; 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 work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. 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 on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www2.illinois.gov/idol/> or calling 312-793-2800. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure 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 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 judgements 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 for this AGREEMENT.

- 7.9 Upon acceptance of all deliverables specified as 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 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 includes in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, 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.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, 2028, 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, 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 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:

S.T.A.T.E. Testing LLC
910 W. Algonquin Road
Algonquin, IL 60102
ATTN: Jay Behnke
President
PHONE: 847.366.4234
EMAIL: jbehnke@statetestingllc.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.

Director of Transportation

PHONE: 630.407.6900

EMAIL: Stephen.travia@dupagecounty.gov

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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 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.
- 26.3 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Orders 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 Orders.

(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 DUPAGE

S.T.A.T.E. TESTING LLC

Signature on file

Deborah A. Conroy, Chair
DuPage County Board

Jay J. Behnke
President

ATTEST BY:

ATTEST BY:

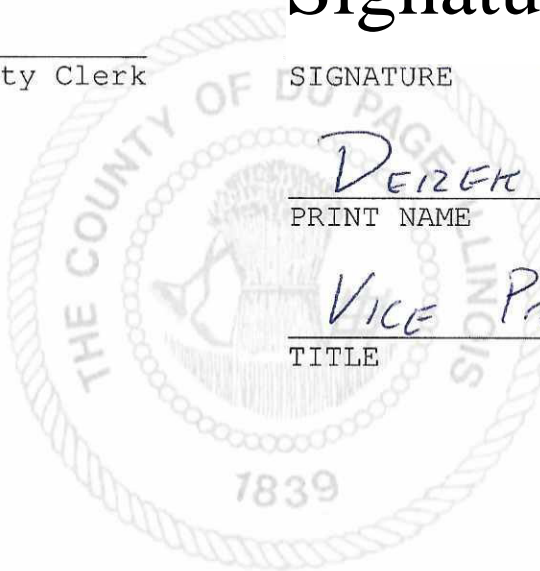
Signature on file

Jean Kaczmarek, County Clerk

SIGNATURE

DEIZEK A. WHITE
PRINT NAME

VICE PRESIDENT
TITLE





570 Rock Road Dr., Unit K
East Dundee, IL 60118

P: 847-836-6002
F: 847-836-6342

Mr. William C. Eidson, P.E., PTOE
County Engineer
DuPage County Division of Transportation.
421 North County Farm Road
Wheaton, IL 60187-2553

07/30/2025

RE: Various Materials Testing & Engineering Services
Section: 25-MATLS-08-EG

Dear Mr. Eidson,

State Materials Engineering, DBA S.T.A.T.E. Testing, LLC is pleased to provide various material testing & engineering services for the DuPage County Division of Transportation section 25-MATLS-08-EG. The following presents our understanding of the scope of services for this project.

EXHIBIT A: SCOPE OF SERVICES

1. Perform quality assurance responsibilities for hot-mix asphalt (HMA).
2. Perform quality assurance responsibilities for Portland cement concrete (PCC).
3. Perform soil and aggregate testing at various jobsites and quarries.
4. Assist County staff with various mix designs, pavement designs, new products, and updates to specifications.
5. Review of COUNTY prepared contract specifications to ensure they are consistent with the latest Illinois Department of Transportation (IDOT) policies and guidance.
6. Assist the COUNTY with the development/incorporation of materials specifications into the contract documents.
7. Review project-specific QC plans.

Thank you for the opportunity to work with the DuPage County Division of Transportation.

Sincerely,

Signature on file

Derek A. White, P.E.

EXHIBIT B

(THIS IS INTENTIONALLY LEFT BLANK)

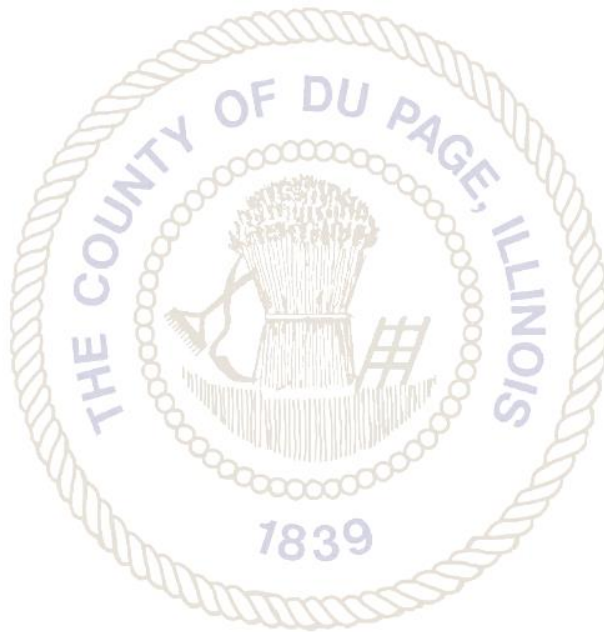


EXHIBIT C

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

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

PROJECT: DuPage County Various Materials Testing 25-MATLS-08-EG

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal Engineer	\$78	\$82	
Associate Engineer	\$78	\$82	
Professional Engineer	\$42	\$82	
Civil Engineer	\$32	\$47	
Engineering Technician	\$18	\$38	
Materials Coordinator	\$47	\$68	
Laboratory Manager	\$47	\$68	
Senior Engineer	\$60	\$74	
Quality Assurance Manager	\$45	\$61	
Level III Technician	\$43	\$66	
Level II Technician	\$40	\$61	
Material Tester I	\$43	\$66	
Material Tester II	\$43	\$66	
Laboratory Technician II	\$27	\$40	
Laboratory Technician I	\$18	\$32	
Certified Welding Inspector (CWI)	\$43	\$66	
Senior Geological Technician	\$45	\$56	
Senior Source Inspector	\$45	\$56	
Staff Accountant	\$35	\$53	
Administrative Assistant II	\$30	\$40	

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

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Signature

Jake Behnke

Print Name

Date: 08/04/2025

Approved By COUNTY:

Signature on file

Yifang Lu Chief Highway Engineer

Date: 8/21/2025

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

PROJECT: Various Materials Testing 25-MATLS-08-EG

[illegible]

Signature of Authorized Agent
for CONSULTANT:

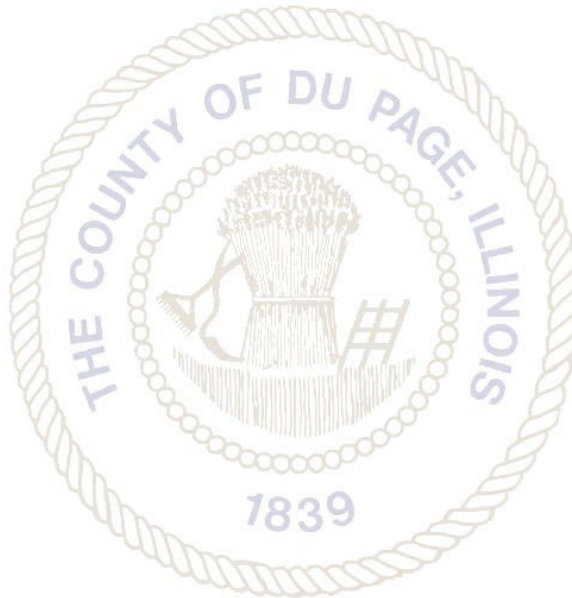
Print Name

Date: 8/21/2025

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.





Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
State Materials Engineering, LLC		25-MATLS-08-EG
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>07/31/25</u>		

Consultant
State Materials Engineering, LLC

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



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
State Materials Engineering, LLC		25-MATLS-08-EG
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>08/04/25</u>		

Consultant
 Rubino Engineering, Inc Q25.431

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

QA TESTING TASKS AND DESCRIPTIONS

All tasks/descriptions shall include costs related to reporting of results using IDOT approved documentation procedures/paperwork(s).

Task No.	Description	Type	AASHTO/ASTM	Unit Rate
1	Conduct a passing TSR test using 150-mm molds and Superpave gyratory compaction using current IDOT procedure. May require more than one TSR if antistrip is required. (Includes aggregate separation, batching, blending, mixing)	HMA	T 283	1430.00
2	Superpave bituminous mix design verification: A: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux. Verification conducted from premixed, pre-made samples ready for testing. Includes TSR on provided specimens prepared at required air void content.	HMA	Gmm -T 209 Gmb -T 166 Ign - T 308 Ext - T 164 TSR - T 283 Gradation -T 27	1430.00
3	Superpave bituminous mix design verification (for N90 and N105): B: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux; reflux extraction of one Gmm test sample; reflux extraction of one Gmb test sample. Verification conducted from premixed samples ready for testing. Includes TSR on provided specimens prepared at required air void content.	HMA	Gmm -T 209 Gmb -T 166 Ign - T 308 Ext - T 164 TSR - T 283 Gradation -T 27	1975.00
4	Single point asphalt mix design: Includes aggregate separation, washed gradations, blending, mixing, Gmm, Gmb, and analysis	HMA	Gradation -T 27 Mixing -TP 4 Gmm -T 209	1190.00
5	Superpave bituminous mix design including Hamburg Wheel: A: Gmm; Gmb; two ignition oven tests with washed gradation; reflux extraction; and asphalt content and gradation correction factor determination from ignition and reflux. Verification conducted from premixed, pre-made samples ready for testing. Includes TSR on provided specimens prepared at required air void content.	HMA	Gmm -T 209 Gmb -T 166 Ign - T 308 Ext - T 164 TSR - T 283 Gradation -T 27	7350.00
6	Draindown test, an additional requirement for SMA and SML mix designs	HMA	T 305	155.00
7	Superpave bituminous mix design verification: A: Gmm; Gmb; and reflux extraction. Verification conducted from premixed samples ready for testing.	HMA	T 283	1010.00
8	Reflux extraction using a plant or otherwise premixed sample, including wash gradation & splitting as needed. HMA & RAP	HMA	T 164 & T27	370.00
9	Reflux extraction using a plant or otherwise premixed sample, including wash gradation & splitting as needed. RAS	HMA		370.00
10	Centrifuge extraction including washed gradation and splitting as needed. RAS	HMA	Method A T-164-11	370.00
11	Maximum specific gravity (Gmm or "D") using a plant or otherwise premixed sample, including splitting as needed (2 tests, averaged as one value).	HMA	T 209	500.00
12	Mixture bulk specific gravity (Gmb or "d") using a plant or otherwise premixed sample, including splitting as needed (2 tests averaged as one value).	HMA	T 166	600.00
13	Ignition oven test, reporting asphalt content only using a plant or otherwise premixed sample, including splitting as needed.	HMA	T 308	330.00
14	Ignition oven test, reporting asphalt content and washed gradation using a plant or otherwise premixed sample, including splitting as needed.	HMA	T 308 & T 27	350.00
15	Nuclear asphalt content – Conduct a nuclear asphalt content test using a plant or otherwise premixed sample, including pan preparation.	HMA	T 287	350.00
16	TSR verification using a plant or otherwise premixed sample.	HMA	T 283	625.00
17	Mix Analysis & TSR: Gmm, Gmb, and reflux extraction plus TSR completed on the same plant or otherwise premixed samples	HMA	T 209, T 166, T 164, T 283	1420.00
18	Core density testing, per core	HMA	T 166	70.00
19	Hamburg Wheel Testing on Pavement Cores includes prep and trimming the specimens (20,000 cycles @ 50C)	HMA	T 324	755.00
20	Hamburg Wheel Testing on Loose HMA by SGC (20,000 cycles @ 50C)	HMA	T 324	970.00

21	Hamburg Wheel Testing on Pavement Cores includes prep and trimming the specimens (10,000 cycles @ 50C)	HMA	T 324	755.00
22	Hamburg Wheel Testing on Loose HMA by SGC (10,000 cycles @ 50C)	HMA	T 324	970.00
23	RAP - Loss of Abrasion using Micro-Deval (on Extracted Material)	HMA	T 327	420.00
24	RAP Aggregate Bulk Dry Specific Gravity (Gsb)	HMA		380.00
25	Warm Mix Asphalt (WMA) Mix Design using a Foamer (four point design includes aggregate separation, mixing, blending, TSR and four ignition batches)	HMA	M 323 & T 283	11550.00
26A	Field Permeability Testing of Asphalt Pavements (Per test)	HMA	B25	75.00
26B	Field Permeability Testing of Asphalt Pavements: mobilization to job site	HMA	MISC	165.00
27	Disk Shaped Compact Tension Test using a plant or otherwise premixed sample, including splitting as needed	HMA	ASTM D7313(07)	1000.00
28	Disk Shaped Compact Tension Test on Pavement Cores or provided specimens prepared at required air void content, includes prep and trimming the specimens	HMA	ASTM D7313(07)	840.00
29	Illinois Flexibility Index (IFIT) Test using a plant or otherwise premixed sample, including splitting as needed	HMA	ITP 405	785.00
30	Illinois Flexibility Index (IFIT) Test on Pavement Cores or provided specimens prepared at required air void content, includes prep and trimming the specimens	HMA	ITP 405	470.00
31	Extraction via Asphalt Analyzer using a plant or otherwise premixed sample, including wash gradation & splitting as needed.	HMA	ASTM D2172	350.00
32	Average rate for HMA Level I Technician (per hour)	HMA		Labor Rates
33	Average rate for HMA Level II Technician (per hour)	HMA		Labor Rates
34	Average rate for HMA Level III Technician (per hour)	HMA		Labor Rates
35	Average rate for Density Technician (per hour)	HMA		Labor Rates
36A	ASHPHALT ANALYZER AASHTO M320- Verification	HMA	ASSHTO M320	\$1,520
36B	AASHTO M320- Classification	HMA	AASHTO M320	\$2,080
36C	AASHTO M320- Classification w/ MSCR	HMA	ASSHTO M320	\$2,150
36D	Extraction/Recovery + PG- Design/Field Mix	HMA	AASHTO M320	\$2,100
36E	Extraction/Recovery + PG- Field Core	HMA	ASSHTO M320	\$2,025
36F	Extraction/Recovery + PG- RAP/RAS Sample	HMA	AASHTO M320	\$2,615
36G	Asphalt Extraction - Analyzer	HMA	ASSHTO M320	\$375
36H	Asphalt Binder Recovery from Solution	HMA	AASHTO M320	\$300
36I	MSCR (includes % Recovery)	HMA	ASSHTO M320	\$300

36J	RTFO+ MSCR	HMA	AASHTO M320	\$455
36K	Softening Point	HMA	ASSHTO M320	\$155
36L	Separation of Polymer-Softening Point	HMA	AASHTO M320	\$365
36M	Separation of Polymer-DSR	HMA	ASSHTO M320	\$455
36N	Elastic Recovery-DSR	HMA	AASHTO M320	\$340
36O	High/Low Shear Blending	HMA	ASSHTO M320	\$400
36P	Flashpoint	HMA	AASHTO M320	\$60
36Q	Rotational Viscosity	HMA	ASSHTO M320	\$60
36R	Original DSR (1 Temp)	HMA	AASHTO M320	\$300
36S	Original DSR (2 Temp)	HMA	ASSHTO M320	\$435
36T	RTFO w/ Mass Loss	HMA	AASHTO M320	\$75
36U	RTFO DSR (1 Temp)	HMA	ASSHTO M320	\$300
36V	RTFO DSR (2 Temp)	HMA	AASHTO M320	\$435
36W	PAV	HMA	ASSHTO M320	\$75
36X	PAV DSR (1 Temp)	HMA	AASHTO M320	\$285
36Y	PAV DSR (2 Temp)	HMA	ASSHTO M320	\$435
36Z	BBR (1 Temp)	HMA	AASHTO M320	\$325
36AA	BBR (2 Temp)	HMA	ASSHTO M320	\$420
37	Concrete breaks: Cylinder (wet curing) using neoprene pads (6x12 and 4x8)	PCC	T 22 (ASTM C39)	27.00
38	Concrete breaks: Cylinder (dry curing) using neoprene pads (6x12 and 4x8)	PCC	T 22 (ASTM C39)	27.00
39	Concrete breaks: Cylinder (sulfur capped) (6x12 and 4x8)	PCC	ASTM 617 & 1231	42.00
40	Concrete breaks: Beams center point loading (with curing)	PCC	T 177	60.00
41	Concrete breaks: Beams 1/3 point loading (with curing)	PCC	T 97 (ASTM C78)	60.00
42	Concrete core cutting and sample preparation (in Lab)	PCC		65.00

43	Concrete Level I Technician with Equipment (per hour)	PCC		Labor Rates
44	Concrete Level II Technician with Equipment (per hour)	PCC		Labor Rates
45	Magnetic Tomography Technology (MIT) to Evaluate Dowel Placement including analysis. (Per Day-Equipment)	PCC	ASTM E3013/3013M	155.00
46	Washed gradation including splitting as needed	AGG	T 27	170.00
47	Dry gradation including splitting as needed	AGG		130.00
48	Fine particle size classification – gradation and hydrometer analysis	AGG	T 88	260.00
49	ASTM D6928 and 7428 Resistance of Coatse/Fine Aggregation in Degradation by abrasion in Micro-Deval apparatus	AGG	ASTM D6928	400.00
50	Coarse aggregate specific gravity test, reporting Gsb, Gsa, Gsb (SSD) and absorption (Submerged Method)	AGG	T 85	245.00
51	Fine aggregate specific gravity test, reporting Gsb, Gsa, Gsb (SSD) and absorption (Submerged Method)	AGG	T 84	270.00
52	Aggregate specific gravity verification – Fine aggregate (Submerged Method)	AGG	T 84	295.00
53	Aggregate specific gravity verification – Coarse aggregate (Submerged Method)	AGG	T 85	280.00
54	Aggregate Voids - fine aggregate	AGG		260.00
55	Aggregate Voids - coarse aggregate	AGG		260.00
56	Aggregate specific gravity verification – reclaimed asphalt pavement (RAP-Vacuum Method)	AGG	Manual of Test Procedures Appendix B21	255.00
57	Aggregate specific gravity verification – recycled asphalt shingles (RAS - Vacuum Method) average of two tests	AGG	T 209 (Modified)	375.00
58	Slag counts (Ignition test plus count)	AGG		240.00
59	Aggregate proctors (complete) MOD	AGG	T 180	315.00
60	Fine Aggregate Angularity (FAA)	AGG		210.00
61	Flat and elongated	AGG		260.00
62	Aggregate Technician 5 day (per hour)	AGG		Labor Rates
63	Standard Proctor	SOIL	T 99	240.00
64	Liquid & Plastic Limit	SOIL	T 89 & T 90	140.00
65	Hydrometer Analysis (AASHTO T88)	SOIL	T 88	215.00
66	Soils Technician (S-33 Certified)	SOIL		Labor Rates
67	Laboratory Technician (per hour) IDOT Laboratory (Level II)	MISC		Labor Rates
68	Source Inspector (per hour) (Non-union)	MISC		Labor Rates
69	Sample pick-up (per hour)	MISC		Labor Rates
70	Core cutting: traffic control only	MISC		Actual Cost
71	Core cutting: mobilization to job site	MISC		135.00
72	Core cutting: coring for density, per core under 12" depth	MISC		170.00
73	Core cutting: coring for density, per core over 12" depth	MISC		205.00
74	Core sawing: concrete & bituminous	MISC		47.00
75	Polarized Light Microscopy (PLM) – Test method to identify asbestos following: EPA 600/R-93/116. Laboratories shall be accredited through the National Institute of Standards and Technology (NIST).	MISC		40.00
76	Dry Shake Gradation (RAS)	MISC		140.00

77	Project Manager	MISC		Labor Rates
78	Project Manager, Field Supervisor and Special Tasks	MISC		Labor Rates
79	Technical Office Staff (non-union)	MISC		Labor Rates
80	Materials Certification Technician (non-union)	MISC		Labor Rates
81	Mileage (*per IDOT policy)	MISC		IDOT Rates
82	Vehicle Cost (daily)	MISC		65.00
83	Average rate for Overtime (per hour)	MISC		Labor Rates
84	Average rate for Overtime Holidays and Sundays (per hour)	MISC		Labor Rates
85	Average Night Differential, additional cost for labor outside standard working hour, (per hour)	MISC		Labor Rates
86	Per Diem	MISC		IDOT Rates
87	Accommodations	MISC		IDOT Rates
88	Per Diem	MISC		IDOT Rates
89	Fourier Transform Infrared Spectroscopy (FTIR)	HMA		150



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: 08/04/2025

Bid/Contract/PO #:

Company Name: State Materials Engineering, LLC	Company Contact: Jay Behnke
Contact Phone: 847.366.2988	Contact Email: jbehnke@statetestingllc.com

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

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

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

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

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

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

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

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

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

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

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

http://www.dupagecounty.gov/government/county_board/ethics at the county/

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

Authorized Signature

Signature on file

Printed Name

Jay Behnke

Title

President

Date

8/04/2025

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: 7-31-25

Bid/Contract/PO #: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on file**
Printed Name Michelle Lipinski, P.E.
Title President
Date 7/31/2025

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0046-25

Agenda Date: 9/16/2025

Agenda #: 7.B.

AWARDING RESOLUTION
ISSUED TO NICOR GAS
FOR NATURAL GAS DISTRIBUTION SERVICES
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL \$130,000.00 FOR ALL FOUR YEARS)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Nicor Gas, for natural gas distribution services as needed for the Division of Transportation, for the four-year period of October 1, 2025 through September 30, 2029.

NOW, THEREFORE, BE IT RESOLVED that said contract for natural gas distribution services, as needed for the Division of Transportation, for the four-year period of October 1, 2025 through September 30, 2029, be, and is hereby approved for issuance of a contract to Nicor Gas, P.O. Box 5407, Carol Stream, Illinois 60197-5407, for a contract total amount not to exceed \$130,000.00. (Public Utility)

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID #: 25-2174	RFP, BID, QUOTE OR RENEWAL #: Utility	INITIAL TERM WITH RENEWALS: 4 YRS + 0 TERM PERIOD	INITIAL TERM TOTAL COST: \$130,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 09/16/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$130,000.00
	CURRENT TERM TOTAL COST: \$130,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Nicor Gas	VENDOR #: 10057	DEPT: Division of Transportation	DEPT CONTACT NAME: Stephan Travia
VENDOR CONTACT:	VENDOR CONTACT PHONE:	DEPT CONTACT PHONE #: 6900	DEPT CONTACT EMAIL: Stephan.travia@dupagecounty.gov
VENDOR CONTACT EMAIL:	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.). Contract purchase order for natural gas distribution service, for the Division of Transportation, for a four year period October 1, 2025 through September 30, 2029 for a contract total not to exceed \$130,000.00			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Natural gas distribution service is required to maintain the operations of the DOT facilities.			

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.
PUBLIC UTILITY

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Nicor Gas	Vendor#: 10057	Dept: DOT Finance	Division: Transportation
Attn:	Email:	Attn: Accounts Payable	Email: DOTFinance@dupagecounty.gov
Address: PO Box 2020	City: Aurora	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60507-2020	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630.407.6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Nicor Gas	Vendor#: 10057	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: PO Box 5407	City: Carol Stream	Address:	City:
State: IL	Zip: 60197-5407	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Oct 1, 2025	Contract End Date (PO25): Sep 30, 2029

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT-5003 Belmont DG-FY25	FY25	1500	3500	53200		500.00	500.00
2	1	EA		DOT-140N Building-FY25	FY25	1500	3510	53200		3,000.00	3,000.00
3	1	EA		DOT-180N Building-FY25	FY25	1500	3520	53200		2,500.00	2,500.00
4	1	EA		DOT-1900 Arthur WC-FY25	FY25	1500	3510	53200		2,500.00	2,500.00
5	1	EA		DOT-5003 Belmont DG-FY26	FY26	1500	3500	53200		2,500.00	2,500.00
6	1	EA		DOT-140N Building-FY26	FY26	1500	3510	53200		14,000.00	14,000.00
7	1	EA		DOT-180N Building-FY26	FY26	1500	3520	53200		8,000.00	8,000.00
8	1	EA		DOT-1900 Arthur WC-FY26	FY26	1500	3510	53200		8,000.00	8,000.00
9	1	EA		DOT-5003 Belmont DG-FY27	FY27	1500	3500	53200		2,500.00	2,500.00
10	1	EA		DOT-140N Building-FY27	FY27	1500	3510	53200		14,000.00	14,000.00
11	1	EA		DOT-180N Building-FY27	FY27	1500	3520	53200		8,000.00	8,000.00
12	1	EA		DOT-1900 Arthur WC-FY27	FY27	1500	3510	53200		8,000.00	8,000.00
13	1	EA		DOT-5003 Belmont DG-FY28	FY28	1500	3500	53200		2,500.00	2,500.00
14	1	EA		DOT-140N Building-FY28	FY28	1500	3510	53200		14,000.00	14,000.00
15	1	EA		DOT-180N Building-FY28	FY28	1500	3520	53200		8,000.00	8,000.00
16	1	EA		DOT-1900 Arthur WC-FY28	FY28	1500	3510	53200		8,000.00	8,000.00
17	1	EA		DOT-5003 Belmont DG-FY29	FY29	1500	3500	53200		2,000.00	2,000.00
18	1	EA		DOT-140N Building-FY29	FY29	1500	3510	53200		11,000.00	11,000.00
19	1	EA		DOT-180N Building-FY29	FY29	1500	3520	53200		5,500.00	5,500.00
20	1	EA		DOT-1900 Arthur WC-FY29	FY29	1500	3510	53200		5,500.00	5,500.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 130,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Contract purchase order for natural gas distribution service, for the Division of Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Please forward copy of PO to DOTFinance@dupagecounty.gov and kathy.black@dupagecounty.gov
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



Change Order

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

File #: 25-2131

Agenda Date: 9/16/2025

Agenda #: 8.A.

Consent
PW 9/1/6
CB 9/23kbc
48**Request for Change Order****Procurement Services Division**

Attach copies of all prior Change Orders

Date: Aug 26, 2025

MinuteTraq (IQM2) ID #: 25-2131

Purchase Order #: 4357-1-SERV	Original Purchase Order Date: Jan 15, 2020	Change Order #: 3	Department: Division of Transportation
Vendor Name: GRAEF-USA Incorporated		Vendor #: 11549	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Surveying Services, upon request of the Division of Transportation, Facilities Management and Public Works. Section 19-RSURV-06-EG. Expiration Date: November 30, 2022. 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	\$95,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$95,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$24,516.59)
E	New contract amount (C + D)	\$70,483.41
F	Percent of current contract value this Change Order represents (D / C)	-25.81%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-25.81%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

kbc	6892	Aug 26, 2025	<i>[Signature]</i>	8/27/25	6910
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date	<i>[Signature]</i> 9/3/2025	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Change Order

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

File #: 25-2134

Agenda Date: 9/16/2025

Agenda #: 8.B.

Consent
DOT 9/16
CB 9/23kbc
48**Request for Change Order****Procurement Services Division**

Attach copies of all prior Change Orders

Date: Aug 25, 2025

MinuteTraq (IQM2) ID #: 25-2134

Purchase Order #: 7553-1-SERV	Original Purchase Order Date: Feb 25, 2025	Change Order #: 1	Department: Division of Transportation
Vendor Name: 72 Hour LLC DBA Chevrolet of Watsonville, NAFG		Vendor #: 24975	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Contract purchase order for one (1) Ford Expedition for the Division of Transportation. Cancel entire order.		
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	\$65,216.88
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$65,216.88
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$65,216.88)
E	New contract amount (C + D)	\$0.00
F	Percent of current contract value this Change Order represents (D / C)	-100.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-100.00%
DECISION MEMO NOT REQUIRED		

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

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

kbc	6892	Aug 25, 2025	<i>SM</i>	6910	8/27/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer	Date	Chairman's Office	Date		
(Decision Memos Over \$25,000)		(Decision Memos Over \$25,000)			



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Aug 25, 2025

File ID #: 25-2134

Purchase Order #: 7553-1-SERV

Requesting Department: Division of Transportation	Department Contact: Michael Figuray
Contact Email: michael.figuray@dupagecounty.gov	Contact Phone: 6920
Vendor Name: 72 Hour LLC dba NAFG	Vendor #: 24975

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

Cancel the entire order to furnish and deliver one (1) Ford Expedition for the Division of Transportation.

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

The vehicle was ordered in February of 2025 and was promised well before the end of FY2025. Now the vehicle has a tentative arrival date somewhere in late FY2026.

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

Original contract was pursuant to the Intergovernmental Cooperation Act (Sourcewell) contract #091521-NAF.

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

1. Do not cancel entire order and wait for the vehicle on order to maybe be delivered at the end of FY2026, or be canceled by NAFG.
2. Cancel entire order and purchase vehicle pursuant to FI-O-0056-22 and DT-R-0306C-22, which was approved by the County Board on December 12, 2023.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

The funds were budgeted in FY2025, NAFG promised the vehicle before the end of FY2025. This vehicle was not budgeted for in FY2026.



Change Order

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

File #: 25-2208

Agenda Date: 9/16/2025

Agenda #: 8.C.

DT-R-0399A-21

AMENDMENT TO RESOLUTION DT-R-0399-21
ISSUED TO MEADE, INC. FOR THE
TRAFFIC SIGNAL/STREET LIGHT MAINTENANCE PROGRAM
SECTION 20-TSMTC-02-GM
(DECREASE \$93,768.08, -2.91% AND CLOSE)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0399-21 on August 24th, 2021 to award a contract to Meade, Inc. for the Traffic Signal/Street Light Program, Section 20-TSMTC-02-GM; and

WHEREAS, the current contract total amount is \$3,221,423.76; and

WHEREAS, Meade, Inc. has completed all obligations under the contract, and there are allocated and unexpected funds remaining under the contract; and

WHEREAS, it is in the best interest of the County to de-obligate the remaining funds and close out the project, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby decreases the funding in the amount of \$93,768.08, resulting in a final County cost of \$3,127,655.68, a decrease of 2.91%.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

KSG
KSG

<p>5417-1-SERV</p> <p>PURCHASE ORDER NO.</p>	<p style="text-align: center;">WHEATON, ILLINOIS 60187</p> <p>REQUISITIONING AGENCY</p> <p>DuPage County Division of Transportation</p> <p>NAME</p> <p>421 N. County Farm Road</p> <p>ADDRESS</p> <p>Wheaton, IL 60187</p> <p>CITY, STATE, ZIP</p>	<p>SHIP TO ADDRESS</p> <p>Same</p> <p>NAME</p> <p>ADDRESS</p> <p>CITY, STATE, ZIP</p>	<p style="text-align: center;">DT-R-0399-21</p> <p>RESOLUTION NUMBER</p>
<p>09/03/2025</p> <p>DATE</p>			

FUND	AGENCY	VENDOR NUMBER	CASH ACCOUNT	DATE DUE	FOB
		10949			Wheaton, IL

ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT	UNIT PRICE	EXTENSION
LN1-100-1500-3500-53330						2022-2023 Traffic Signal/Street Light Maintenance Program		3,196,879.76
LN2-100-1500-3630-53330						Section 20-TSMTC-02-GM		24,544.00
						Amendment		
LN1-100-1500-3500-53330						Decrease remaining encumbrance and close contract		-82,534.81
LN2-100-1500-3630-53330						Decrease remaining encumbrance and close contract		-11,233.27
TOTAL								\$3,127,655.68

REMIT TO:

Meade, Inc. 625 Willowbrook Center Parkway, Willowbrook, IL 60527

<p>COMMITTEE APPROVAL</p> <p>Transportation</p> <p>County Board</p>	<p>DATE</p>	<p style="font-size: 24px; font-weight: bold;">Signature on file</p> <p style="font-size: 12px; margin-top: 20px;">DEPARTMENT APPROVAL</p> <p style="font-size: 12px; margin-top: 20px;">DATE 9/8/25</p>
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Change Order

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

File #: 25-2168

Agenda Date: 9/16/2025

Agenda #: 8.D.

DT-P-0003A-24

AMENDMENT TO RESOLUTION DT-P-0003-24
ISSUED TO ALFRED BENESCH & COMPANY
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
GENEVA ROAD BRIDGE OVER THE WEST BRANCH DUPAGE RIVER
SECTION 18-00206-10-BR
(CONTRACT INCREASE \$138,568.00; +16.12%)

WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0003-24 on January 23, 2024; and

WHEREAS, a contract was awarded to Alfred Benesch & Company to provide Professional Construction Engineering Services for improvements at Geneva Road bridge over the West Branch of the DuPage River, Section 18-00206-10-BR (hereinafter PROJECT); and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is \$859,364.00; and

WHEREAS, unforeseen conflicts with utilities arose during construction and additional extensive utility coordination were required; and

WHEREAS, increased funding is necessary to pay for the additional unanticipated work on the PROJECT; and

WHEREAS, the Transportation Committee recommends a change order to increase the contract in the amount of \$138,568.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0003-24, issued to Alfred Benesch & Company, to increase the funding in the amount of \$138,568.00, resulting in an amended contract total amount of \$997,932.00, an increase of 16.12%.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

DOT 9/16
FI + CB 9/23

Date: Sep 2, 2025

MinuteTraq (IQM2) ID #: 25-2168

Purchase Order #: 6853-1-SERV	Original Purchase Order Date: Jan 23, 2024	Change Order #: 5	Department: Division of Transportation
Vendor Name: Alfred Benesch & Company		Vendor #: 10752	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Phase III Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR. Establish LN4 (FY26-1500-3500-54040-GNVA_WBDRT BR) w/ \$138,658.00.		
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	\$859,364.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$859,364.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$138,568.00
E	New contract amount (C + D)	\$997,932.00
F	Percent of current contract value this Change Order represents (D / C)	16.12%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	16.12%
DECISION MEMO NOT REQUIRED		

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

DECISION MEMO REQUIRED	
<input type="checkbox"/> Increase (greater than 29 days) contract expiration from: _____ to: _____	
<input checked="" type="checkbox"/> Increase \geq \$2,500.00, or \geq 10%, of current contract amount <input checked="" type="checkbox"/> Funding Source 1500-3500	
<input type="checkbox"/> OTHER - explain below:	

kbc	6892	Sep 2, 2025	<i>SMT</i>	6910	9/3/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Sep 2, 2025

File ID #: 25-2168

Purchase Order #: 6853-1-SERV

Requesting Department: Division of Transportation	Department Contact: Kent Kuper
Contact Email: kent.kuper@dupagecounty.gov	Contact Phone: 6900
Vendor Name: Alfred Benesch & Company	Vendor #: 10752

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

The Division of Transportation has determined that the contract issued to Alfred Benesch & Company for Professional Construction Engineering Services, Geneva Road bridge over the West Branch DuPage River. Section Number 18-00206-10-BR, requires an increase of \$138,658.00.

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

The Geneva Road construction project timeline has been extended due to various utility delays, requiring an extended amount of time for construction engineering.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 26 firms qualified to perform this work. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Alfred Benesch & Company is qualified and has the staff available to perform the work on behalf of the County.

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

1. Supplement the 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 to perform this work.
3. Do not supplement the current contract. Not recommended as the DOT does not possess 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, source of funds, and any future funding requirements along with any narrative.

DOT has sufficient funds to account for this increase.

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Alfred Benesch & Company

PROJECT: Geneva Road over the West Branch of DuPage River Bridge Reconstruction

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Principal	\$78.00	\$86.00	
Senior Project Manager	\$77.00	\$86.00	
Senior Construction Project Manager	\$75.00	\$86.00	
Construction Project Manager II	\$66.00	\$86.00	
Construction Project Manager I	\$57.00	\$70.00	
Construction Representative III	\$45.00	\$52.00	
Construction Representative II	\$41.00	\$48.00	
Construction Representative I	\$37.00	\$43.00	
Survey Manager	\$60.00	\$75.00	
Survey Specialist II	\$43.00	\$65.00	
Technical Specialist	\$30.00	\$40.00	
Construction Manager II	\$61.00	\$75.00	
Construction Manager I	\$51.00	\$65.00	
Project Engineer II	\$53.00	\$61.00	
Project Engineer I	\$43.00	\$50.00	
Intern	\$25.00	\$29.00	
Technical Manager I	\$56.00	\$67.00	
Technical Manager II	\$62.00	\$72.00	
Construction Engineer I	\$50.25	\$75.00	Add new classification due to promotion

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

Signature of Authorized Agent
for CONSULTANT:

Signature on file

Signature

DAVID A. LUTHERBERTSON

Print Name

Date: 7/21/25

Approved By COUNTY:

Yifang Lu, Chief Highway Engineer

Date: _____

August 21, 2025

Mr. William Eidson, P.E.
County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

Subject: **Geneva Road Bridge Reconstruction – Supplement #1 Request**

Dear Mr. Eidson:

Alfred Benesch & Company hereby requests a supplement to our original contract dated January 23, 2024, and provided NTP on February 1, 2024, for the following reasons:

- The original contract duration was scheduled for one construction season beginning in May 2024 with an estimated completion date of July 2025. Work by the contractor began in August of 2024 and is expected to be completed by November of 2025.
- Benesch assisted DuDOT with extensive utility coordination starting in April 2024.
- Zayo conflict with Pre-Stage storm sewer installation.
- ComEd relocation did not complete until August 9, 2024.
- During AT&T Stage 2 utility work, an unidentified fiber optic cable was found in an AT&T duct on March 7, 2025. It was determined to be Astound. The cable was relocated by June 18, 2025.
- AT&T Stage 2 relocation did not finish until July 8, 2025, after Astound was complete.
- The contractor's original schedule included a winter shut down period; however, the contractor continued working through the winter of 2024/2025 to try to recover lost time due to utility delays.
- Earthwork in the compensatory storage area was delayed because there was no LPC 663 form completed during Phase I or Phase II. Huff and Huff completed this work on December 19, 2024.

CECS forms are attached detailing the additional money needed to complete the work under this contract. It is assumed the contractor will be substantially complete by the end of November 2025, and the remaining time will be used for closeout and punch list activities as shown in the original agreement. Even though the original manhour estimate showed construction ending in June 2025, Benesch's careful project management was able to extend services, with construction hours and budget currently projected to run out in September 2025. Post-construction hours will remain the same from the original agreement.

If you have any questions concerning this matter, you may contact us at (773) 908-7546.

Sincerely,
Alfred Benesch & Company

Signature on file

David A. Cuthbertson, P.E.
Senior Project Manager, Vice President

Benesch

	Pre-Construction				Construction																	Post Construction															
Position								2024	2025													2025	2026											Total	Vehicle		
	9-Jun-24	7-Jul	4-Aug	1-Sep	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar	13-Apr	11-May-25	8-Jun-25	6-Jul	3-Aug	31-Aug	28-Sep	26-Oct	23-Nov	21-Dec	18-Jan	15-Feb	15-Mar	12-Apr	10-May-26	7-Jun-26	5-Jul	2-Aug	30-Aug	27-Sep	25-Oct	22-Nov	Manhours	Days		
Project Principle																																		0			
Senior Project Manager																																		0			
Construction Manager II																		74	160	160	20	20	10	10	14									394	49		
Construction Engineer I																			160	160														320	40		
Technical Manager - Structures																																		0	0		
Survey Manager																			2	2														4	1		
Survey Specialist II																			12	10														22	3		
Vehicle Days	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9	42	42	3	3	1	1	2	0	0	0	0	0	0	0	0	740	93		
Total Vehicle Days: 102																																					

* Hours highlighted in yellow are part of the original agreement and are not counted in this supplement

Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74	334	332	20	20	10	10	14	0	0	0	0	0	0	0	0	740	
Cumulative Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	74	408	740	760	780	790	800	814	814	814	814	814	814	814	814	814		

Local Public Agency County of DuPage	County DuPage	Section Number 18-00206-10-BR
Prime Consultant (Firm) Name Alfred Benesch & Company	Prepared By David Cuthbertson	Date 8/21/2025
Consultant / Subconsultant Name Alfred Benesch & Company	Job Number C-91-312-19	

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

Remarks

Supplement #1

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	163.31%
START DATE	9/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	1/15/2026		% OF RAISE	3.00%
END DATE	11/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2025	11/30/2025	3	100.00%

The total escalation = 0.00%

Local Public Agency**County****Section Number**

County of DuPage

DuPage

18-00206-10-BR

Consultant / Subconsultant Name**Job Number**

Alfred Benesch & Company

C-91-312-19

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

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Principal	\$84.00	\$84.00
Senior Project Manager	\$83.00	\$83.00
Senior Construction Project Manager	\$75.00	\$75.00
Construction Project Manager II	\$73.56	\$73.56
Construction Project Manager I	\$64.00	\$64.00
Construction Representative III	\$49.50	\$49.50
Construction Representative II	\$46.35	\$46.35
Construction Representative I	\$39.00	\$39.00
Survey Manager	\$67.10	\$67.10
Survey Specialist II	\$49.55	\$49.55
Technical Specialist	\$33.00	\$33.00
Construction Manager II	\$69.33	\$69.33
Construction Manager I	\$57.50	\$57.50
Project Engineer II	\$58.63	\$58.63
Project Engineer I	\$50.45	\$50.45
Intern	\$27.00	\$27.00
Technical Manager I	\$64.80	\$64.80
Technical Manager II	\$72.00	\$72.00
Construction Engineer I	\$50.25	\$50.25

Local Public Agency	County	Section Number
County of DuPage	DuPage	18-00206-10-BR
Consultant / Subconsultant Name		Job Number
Alfred Benesch & Company		C-91-312-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

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

Local Public Agency

County of DuPage

County

DuPage

Section Number

18-00206-10-BR

Consultant / Subconsultant Name

Alfred Benesch& Company

Job Number

C-91-312-19

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	93	\$65.00	\$6,045.00
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/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (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
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$6,045.00

BLR 05514 (Rev. 02/06/25)

DIRECT COSTS

72

County of DuPage

DuPage

18-00206-10-BR

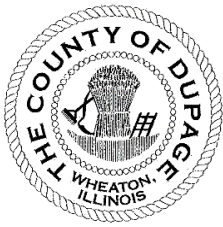
Alfred Benesch & Company

C-91-312-19

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

117,844



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:	Alfred Benesch & Company
CONTACT PERSON:	Andrew Keaschall
CONTACT EMAIL:	akeaschall@benesch.com

Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

☐ Yes

☒ No

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

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

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

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

☐ Yes

☒ No

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

NAME	PHONE	EMAIL

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Signature on file

Printed Name: Andrew Keaschall Signature: _____

Title: Senior Vice President Date: August 28, 2025



Change Order

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

File #: 25-2171

Agenda Date: 9/16/2025

Agenda #: 8.E.

DT-P-0001A-24

AMENDMENT TO RESOLUTION DT-P-0001-24
AGREEMENT BETWEEN THE COUNTY OF DU PAGE
AND CIORBA GROUP, INC.
PROFESSIONAL PHASE II DESIGN ENGINEERING SERVICES
CH 11/ARMY TRAIL ROAD BRIDGE OVER WEST BRANCH DUPAGE RIVER
SECTION 21-00240-09-BR
(CONTRACT INCREASE \$49,885.00; +7.55%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0001-24 on December 12, 2024 approving a Professional Services Agreement between the County of DuPage (hereinafter "COUNTY") and Ciorba Group which requires Professional Phase II Design Engineering Services for improvements along CH 11/Army Trail Road bridge over West Branch DuPage River, Section 21-00240-09-BR (hereinafter "PROJECT"); and

WHEREAS, the current cost of the PROJECT to the COUNTY, by and through the Division of Transportation, is \$660,323.04; and

WHEREAS, during the development of the Phase II plans, it was determined that due to the project's proximity to the Gerber Road intersection, pedestrian access improvements at the intersection are necessary. Additional unanticipated work includes additional land acquisition coordination and determination due to utility relocation, as well as related changes to the plans, specifications, estimates, and stormwater permit to be updated by Ciorba Group, Inc.; and

WHEREAS, increased funding is necessary to pay for the additional unanticipated work on the PROJECT; and

WHEREAS, the Transportation Committee recommends approval of a change order to increase the funding in the amount of \$49,885.00 to cover these costs.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-P-0001-24 is amended to reflect a cost of \$710,208.04 instead of and in place of a cost of \$660,323.04, an increase of 7.55%.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

DOT 9/16
FI+ CB 9/23

Date: Sep 4, 2025

MinuteTraq (IQM2) ID #: 25-2171

Purchase Order #: 6811-1-SERV	Original Purchase Order Date: Dec 12, 2023	Change Order #: 3	Department: Division of Transportation
Vendor Name: Ciorba Group, Inc.		Vendor #: 11025	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional PHII Design Engineering Services for Army Trail Road Bridge over West Branch of DuPage River, Section 21-00240-09-BR Establish LN3 (FY26-1500-3500-54040-ARMYTRL_WBDRT BR) w/ \$49,885.00		
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	\$660,323.04
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$660,323.04
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$49,885.00
E	New contract amount (C + D)	\$710,208.04
F	Percent of current contract value this Change Order represents (D / C)	7.55%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	7.55%

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source 1500-3500
- ☐ OTHER - explain below:

kbc	6891	Sep 4, 2025	<i>SM</i>	6910	9/4/25
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	Procurement Officer	Date		
Chief Financial Officer	Date	Chairman's Office	Date		
(Decision Memos Over \$25,000)		(Decision Memos Over \$25,000)			



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: Sept. 4, 2025

File ID #: 25-2171

Purchase Order #: _____

Requesting Department: Division of Transportation	Department Contact: Ryan Singer
Contact Email: ryan.singer@dupagecounty.gov	Contact Phone: 6939
Vendor Name: Ciorba Group, Inc.	Vendor #:

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

The DOT has determined that the contract issued to Ciorba Group, Inc. for Professional Phase II Design Engineering Services for the CH 11 / Army Trail Road Bridge Over the West Branch DuPage River Replacement project requires additional work beyond the original scope of the project resulting in an increase to the contract in the amount of \$49,885.85.

Increase the upper limit of the contract by \$49,885.85.

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

The Army Trail Road Bridge Over the West Branch DuPage River Replacement project is progressing through Phase II engineering. During the development of the Phase II plans, it was determined that the project's proximity to the Gerber Rd intersection would make sense to include the intersection modernization in to the project. The ADA ramps at the intersection are not to standard and the traffic signal equipment are outdated. Other out of scope work includes modifying the proposed superelevation transition and additional land acquisition coordination and determination due to utility relocation. The out of scope work will require the plans, specifications, estimates, and stormwater permit to be updated by Ciorba Group, Inc.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 32 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and understanding key issues of the project, experience of the firm and key personnel on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Ciorba, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

1. Supplement the 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 to perform this work and has been awarded a design engineering contract for this work.
3. Do not supplement the current contract. Not recommended as the DOT does not possess 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, source of funds, and any future funding requirements along with any narrative.

The FY25 fiscal impact for this supplement is anticipated to be \$49,885.85. The DOT has sufficient funds to account for this increase.

EXHIBIT A

SCOPE OF SERVICES –DESIGN (PHASE II) ENGINEERING SERVICES

CONSULTANT: Ciorba Group, Inc.
ROUTE: Army Trail Road over West Branch DuPage River
SECTION NO.: 21-00240-09-BR
PROJECT NO.:
JOB NO.:
S.N: 022-3094 (existing), 022-3095 (proposed)
COUNTY: DuPage
LA CONTACT: Mr. Ryan Singer, DuPage County DOT

The following scope of services is an integral part of the Ciorba fee proposal as detailed in the attachments to the Standard Agreement. The scope and fee are based on the current requirements for Preliminary Engineering studies as set forth by IDOT and the FHWA. The scope is based on our experience on similar projects that follow the same process. The fee is based on a Direct Labor Multiplier method and will not exceed the amount indicated in the Agreement for the fulfillment of the tasks indicated below. The fee will not cover the completion of tasks not included in the scope that may result from unforeseen conditions or from IDOT or FHWA changes in the process to follow to obtain approval from the DuPage County Division of Transportation.

Project Understanding

The existing bridge (S.N. 022-3094) along West Army Trail Road (FAP 367) in Bartlett is a single span bridge carrying four lanes of traffic over West Branch DuPage River in a forested area located just north of Bass and Deep Quarry Lakes and adjacent to some commercial and residential areas. The DuPage County Forest Preserve owns two adjacent sites: Hawk Hollow Preserve to the north and West Branch Preserve to the south of Army Trail Road. Wetlands are present in both preserves. Ciorba Group, Inc has conducted a Phase I study of the existing structure and surrounding conditions. Due to the current bridge condition, full reconstruction, widening and profile raise were recommended. The construction for the project will utilize MFT funding.

Based on a coordination meeting held with DuPage County on July 21, 2025, additional work at the Gerber Road/Army Trail Road intersection was requested to upgrade the ADA crossings and traffic signals which is included with this supplemental scope of services. Additional supplemental work is requested due to the revisions needed for the superelevation transition changes and the exhibits needed for the ROW coordination and determination.

Supplemental Scope of Services

1. Coordination, Meetings & Data Collection

A. Utility Coordination

- a. Additional utility coordination with ComEd has been required to relocate facilities on the north and south sides of Army Trail Road.
- b. Additional utility coordination with Nicor has been required to relocate facilities on the north side of Army Trail Road.

- c. Additional coordination will be needed at Gerber Road to identify any utility conflicts for the ADA and APS improvements.

2. Survey – Ciorba

- A. Ciorba will perform a supplemental survey for ADA ramp surveys at Gerber Road.

3. Water Resources

- A. Inlet spacing calculations will be revised to reflect the change in the superelevation transition.
- B. Storm sewer design will be revised to accommodate the change in inlet spacing requirements.
- C. Drainage plan and profile sheets will be revised to reflect updated storm sewer design.
- D. Erosion Control sheets will be revised to reflect updated drainage structure locations.

4. Traffic Signal Design/Plans - Ciorba

- A. Prepare plan sheets to show proposed modifications to the existing traffic signals, including video detection for all approaches and accessible pedestrian signals (APS) push buttons for all crosswalks. Push button posts will be provided as necessary. Equipment locations to be coordinated with ADA details. New plan sheets include:
 - a. Traffic Signal Modification Plan
 - b. Traffic Signal Cable Plan
- B. Calculate quantities for the additional work noted above.
- C. Prepare special provisions for the additional work noted above.

5. Engineering Design/Plans – Ciorba

- A. Roadway Design
 - a. Update superelevation detail based on a 56-44 SE transition.
 - b. Update 3D model based on a 56-44 SE transition.
 - c. Sight distance, grading, and modeling at driveway west of proposed retaining wall.
- B. Roadway Plans
 - a. Special Details
 - 1. ADA Details
 - a. Gerber Road – 4 Quadrants
 - b. Cross Sections



1. Update cross sections based on a 56-44 SE transition.
- C. Calculate quantities
 - a. At Gerber Road for the ADA improvements.
6. Structural Plans
 - A. Revisions needed to update elevations on deck elevation sheets, approach slab elevation sheets and substructure sheets due to the change in the superelevation transition.
7. Quantities, Specifications and Estimates
 - A. Quantity calculations and special provisions for the additional scope of work items (traffic signals and updated plans)
8. Discretionary hours
 - A. 80 supplemental hours are being included in this supplement to be used at the County's discretion.
9. QC/QA
 - A. Perform Quality Control / Quality Assurance during the project per Ciorba Group's Quality Assurance/Quality Control plan for the additional work noted.
10. Project Management and Administration
 - A. Additional project management needed for the additional scope of work.

Activity			Grand Total	Lead Structural Engineer	Project Manager	Senior Project Engineer	Project Engineer	Structures Engineer II	Engineer II	Structures Engineer I	Engineer I	Senior Technician	Technician II
TOTAL			290	47	15	36	77	8	16	12	39	32	8
1.	Meetings, Data Collection & Coordination	Task Total:	23	2		5	14		2				
	0110 Meetings	Meetings:	7	2		3			2				
	Meetings with Owner and Owner Reps (2 mtg x 1 hrs/mtg x 3 of staff)		6	2		2			2				
	Meeting Minutes (2 mtg x 0.5 hr/mtg minutes)		1			1							
	0120 Coordination	Subtotal:	12			2	10						
	Coordination with Utilities		10			2	8						
	Submit Plans to Utilities (_ submittal(s))		2				2						
	0130 Data Collection 2	Subtotal:	4				4						
	Obtain Utility Atlases		4				4						
2.	Survey	Task Total:	18			10							8
	0210 Field Survey	Subtotal:	16			8							8
	Supplemental Survey		16			8							8
	0220 Process Survey	Subtotal:	2			2							
	Down Loading Total Station (1-2 hrs per down load every 2-3 days of topo)		2			2							
3.	Water Resources	Task Total:	20			5					15		
	0330 Stormwater Facility Design	Subtotal:	20			5					15		
	Inlet Spacing		4			1					3		
	Storm Sewer Design		4			1					3		
	Drainage Sheets		8			2					6		
	Erosion and Sediment Control Plans		4			1					3		
4.	Electrical and Lighting	Task Total:	37	12	3		22						
	0420 Traffic Signals Studies and Plans	Subtotal:	37	12	3		22						
	Traffic Signal Modification Plan (1 sheet)		24	8	2		14						
	Traffic Signal Cable Plan (1 sheet)		13	4	1		8						
5.	Engineering Studies/Plans	Task Total:	68	20		16	32						
	0530 Geometric Studies	Subtotal:	20	20									
	Sight Distance Study		8	8									
	3D Modeling		12	12									
	0570 Roadway Plans	Subtotal:	48			16	32						
	ADA Details (8 hrs/quadrant)		32			8	24						
	Cross Sections (x hrs/sheet)		8			4	4						
	Superelevation Transition Pavement Elevations		8			4	4						
6.	Structural Studies/Plans	Task Total:	26	2			4	8		12			
	0620 Structural Plans - Bridge 1	Subtotal:	26	2			4	8		12			
	Deck Elevation Updates		26	2			4	8		12			
7.	Quantity, Specifications & Estimates	Task Total:	8	3			5						
	0710 Quantity, Specifications and Estimates	Subtotal:	8	3			5						
	Quantity Calculations and BOM (Proposed Plan)		2				2						
	Quantity Calculations and BOM (Traffic Signals)		4	1			3						
	Specifications (Traffic Signal)		2	2									
8.	Discretionary Hours	Task Total:	80	6	4				14		24	32	
	0810 Discretionary Hours	Subtotal:	80	6	4				14		24	32	
	Discretionary Hours		80	6	4				14		24	32	
9.	QC / QA	Task Total:	6	2	4								
	0910 QC / QA	Subtotal:	6	2	4								
	Water Resources QC/QA		2		2								
	Traffic Signals QC/QA		2		2								
	Structural QC/QA		2	2									
10.	Project Management & Administration	Task Total:	4		4								
	1010 Project Management & Administration	Subtotal:	4		4								
	Project Management		4		4								



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Ciorba Group
PRIME/SUPPLEMENT Supplement #1

DATE 09/03/25
PTB NO. _____

CONTRACT TERM 6 MONTHS
START DATE 9/15/2025
RAISE DATE 12/31/2025

OVERHEAD RATE 152.16%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

9/15/2025 - 3/14/2026				
6				
6				

= 100.00%
= 1.0000

The total escalation for this project would be: 0.00%



Payroll Rates

FIRM NAME	Ciorba Group	DATE	09/03/25
PRIME/SUPPLEMENT	Supplement #1		
PTB NO.			

ESCALATION FACTOR 0.00%

[illegible]



(Direct Labor Multiple)

Date	09/03/25
Overhead Rate	152.16%
Complexity Factor	0

BDE 3606 Template (Rev. 10/31/16)

Average Hourly Project Rates

Route Army Trail Road (FAP 367)
 Section 21-00240-09-BR
 County DuPage
 Job No.
 PTB/Item

Consultant Ciorba Group

Date 09/03/25

Sheet 1 OF 2

Payroll Classification	Avg Hourly Rates	Total Project Rates			Meetings, Data Collection & C			Survey			Water Resources			Electrical and Lighting			Engineering Studies/Plans		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	\$86.00	0																	
Lead Structural Engineer	\$86.00	47	16.21%	13.94	2	8.70%	7.48							12	32.43%	27.89	20	29.41%	25.29
Project Manager	\$86.00	15	5.17%	4.45										3	8.11%	6.97			
Senior Project Engineer	\$75.44	36	12.41%	9.36	5	21.74%	16.40	10	55.56%	41.91	5	25.00%	18.86				16	23.53%	17.75
Project Engineer	\$61.17	77	26.55%	16.24	14	60.87%	37.23							22	59.46%	36.37	32	47.06%	28.79
Senior Engineer	\$51.25	0																	
Structures Engineer II	\$43.50	8	2.76%	1.20															
Engineer II	\$42.50	16	5.52%	2.34	2	8.70%	3.70												
Structures Engineer I	\$38.73	12	4.14%	1.60															
Engineer I	\$38.73	39	13.45%	5.21							15	75.00%	29.05						
Senior Technician	\$52.00	32	11.03%	5.74															
Technician II	\$46.00	8	2.76%	1.27				8	44.44%	20.44									
Administrative Services	\$38.00	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
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		0																	
TOTALS		290	100%	\$61.36	23	100%	\$64.81	18	100%	\$62.36	20	100%	\$47.91	37	100%	\$71.24	68	100%	\$71.83

Average Hourly Project Rates

Route Army Trail Road (FAP 367)
 Section 21-00240-09-BR
 County DuPage
 Job No.
 PTB/Item

Consultant Ciorba Group

Date 09/03/25

Sheet 2 OF 2

Payroll Classification	Avg Hourly Rates	Structural Studies/Plans			Quantity, Specification and Esti			Discretionary Hours			QC/QA			Project Management & Admin					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$86.00																		
Lead Structural Engineer	\$86.00	2	7.69%	6.62	3	37.50%	32.25	6	7.50%	6.45	2	33.33%	28.67						
Project Manager	\$86.00							4	5.00%	4.30	4	66.67%	57.33	4	100.00%	86.00			
Senior Project Engineer	\$75.44																		
Project Engineer	\$61.17	4	15.38%	9.41	5	62.50%	38.23												
Senior Engineer	\$51.25																		
Structures Engineer II	\$43.50	8	30.77%	13.38															
Engineer II	\$42.50							14	17.50%	7.44									
Structures Engineer I	\$38.73	12	46.15%	17.88															
Engineer I	\$38.73							24	30.00%	11.62									
Senior Technician	\$52.00							32	40.00%	20.80									
Technician II	\$46.00																		
Administrative Services	\$38.00																		
TOTALS		26	100%	\$47.29	8	100%	\$70.48	80	100%	\$50.61	6	100%	\$86.00	4	100%	\$86.00	0	0%	\$0.00



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
Ciorba Group, Inc.		
<input type="checkbox"/> Prime <input checked="" type="checkbox"/> Supplement # <u>1</u> Date <u>09/03/25</u>		

Consultant
Ciorba Group, Inc.

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	1	\$65.00	\$65.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
Equipment and/or Specialized Equipment Rental*	Actual cost (Rental - 2-3 quotes needed / Owned - provide depreciated value for IDOT approval)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$65.00

*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: 07/30/25

Bid/Contract/PO #: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on file

Printed Name Melissa Bentz

Title CFO

Date 07/30/2025

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



Transportation Resolution

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

File #: DT-R-0030-25

Agenda Date: 9/16/2025

Agenda #: 9.A.

AWARDING RESOLUTION
TO MEADE, INC.
2026-2027 TRAFFIC SIGNAL AND STREET LIGHT MAINTENANCE
AT VARIOUS LOCATIONS WITHIN DU PAGE COUNTY
SECTION 26-TSMTC-05-GM
(COUNTY COST: \$7,718,158.36)

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 2026-2027 Traffic Signal and Street Light Maintenance at various intersections within DuPage County, Section 26-TSMTC-05-GM, setting forth the terms, conditions, and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2026-2027 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<u>NAME</u>	<u>AMOUNT</u>
Meade, Inc.	\$ 7,718,158.36
H&H Electric Co.	\$10,244,478.47

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Meade, Inc. for their submission of the lowest responsible bid in the amount of \$7,718,158.36.

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 Meade, Inc., 625 Willowbrook Center Parkway, Willowbrook, Illinois 60527; and

BE IT FURTHER RESOLVED that this contract rate is subject to the Prevailing Wage Act (820 ILCS 130/0.01), 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 Chair and the Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with Meade, Inc.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**DUPAGE COUNTY
DIVISION OF TRANSPORTATION**

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2025 SEP 4 PM 2:01

OPENING OF PROPOSALS

Thursday, September 4, 2025
2:00PM

2026-2027 Traffic Signal and Street Light Maintenance
Section 26-TSMTC-05-GM

DuPage County Engineer's Estimate: \$7,718,158.36
City of Aurora Engineer's Estimate: \$2,357,081.48
Village of Lombard Engineer's Estimate: \$545,643.60
City of Naperville Engineer's Estimate: \$1,342,815.00

BIDDER	√	BID AMOUNT
Meade, Inc.		DuPage County 7,689,565.53
		Aurora 2,224,165.40
		Lombard 500,372.88
		Naperville 1,299,901.44
H&H Electric Co.		DuPage County 10,244,478.47
		Aurora 1,998,801.76
		Lombard 443,171.71
		Naperville 1,201,294.01

√ Proposal includes the following:

- Addenda (if any)
- Proposal (form BLR12200 & BLR 12201)

○ Cover Page	○ Notice to Bidders
○ Proposal	○ Contractor Certifications
○ Signatures	○ Schedule of Prices
- Local Agency Proposal Bid Bod (or Check)
- Apprentice 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
- 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

abc
28

WHEATON, ILLINOIS 60187

PURCHASE ORDER NO.

REQUISITIONING AGENCY

SHIP TO ADDRESS

RESOLUTION NUMBER

DuPage County Division of Transportation

Same

NAME

NAME

421 N. County Farm Road

ADDRESS

ADDRESS

09/05/2025

Wheaton, IL 60187

DATE

CITY, STATE, ZIP

CITY, STATE, ZIP

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
			10949			10/31/2027		5/31/2028		Wheaton, IL			
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION		
LN1-FY26-1500-3500-53330						2026-2027 Traffic Signal and Street Light Maintenance					3,600,000.00		
LN2-FY27-1500-3500-53330						Section 26-TSMTC-05-GM					4,054,565.53		
LN3-FY26-1500-3630-53330											15,000.00		
LN4-FY27-1500-3630-53330											20,000.00		
TOTAL											\$7,689,565.53		

REMIT TO:

Meade, Inc. 625 Willowbrook Center Parkway, Willowbrook, IL 60527

COMMITTEE APPROVAL

DATE

Transportation

09/16/25

County Board

09/23/25

DOT TO ISSUE FORMAL NOTICE TO PROCEED

DO NOT SEND PO

HEADER COMMENTS

***DOT-MEADE 26-TSMTC-05-GM ***

Signature on file

DEPARTMENT APPROVAL

DATE

9/8/25

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-TSMTC-05-GM
COMPANY NAME:	Meade Inc.
CONTACT PERSON:	Michael K Knutson
CONTACT EMAIL:	mkk@meade100.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
NA				

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
NA		

Section III: Violations

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

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

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

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

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

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

Section IV: Certification

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

Signature on file

Printed Name: Michael K Knutson

Signature: _____

Title: Sr. Vice President

Date: 9/3/25



Transportation Resolution

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

File #: DT-R-0031-25

Agenda Date: 9/16/2025

Agenda #: 9.B.

AWARDING RESOLUTION
TO SCHROEDER ASPHALT SERVICES, INC.
FOR THE DOWNERS GROVE TOWNSHIP
2025 ROAD MAINTENANCE PROGRAM
SECTION 25-03128-00-RS
(ESTIMATED TOWNSHIP COST \$1,143,018.72)

WHEREAS, the Downers Grove Township Highway Commissioner is authorized and empowered, with the approval of the County Engineer and the Illinois Department of Transportation, to construct, repair, and improve Township roads, bridges, and appurtenances using Motor Fuel Tax Funds; and

WHEREAS, the County of DuPage, on behalf of the Downers Grove Township Road District, has published a contract proposal for Section 25-03128-00-RS, setting forth the terms, conditions, and specifications of said contract; and

WHEREAS, the following bids were received in compliance with the contract proposal for the above referenced section:

<u>NAME</u>	<u>BID AMOUNT</u>
Schroeder Asphalt Services, Inc.	\$1,143,018.72
Builders Paving, LLC	\$1,163,888.29
R W Duntelman Company	\$1,266,693.49
Brothers Asphalt Paving, Inc.	\$1,275,657.74
K-Five Construction Corporation	\$1,497,162.83 ; and

WHEREAS, it has been determined that Schroeder Asphalt Services, Inc. was the lowest responsible bidder; and

WHEREAS, the Downers Grove Township Highway Commissioner has approved the bid proposal of \$1,143,018.72; and

WHEREAS, it is in the best interest of the County to award a contract for the Downers Grove Township 2025 Road Maintenance Program to Schroeder Asphalt Services, Inc.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with all terms of the contract proposal previously published by the County, be, and is hereby awarded on behalf of the Downers Grove Township Road District to Schroeder Asphalt Services, Inc. for their bid in the amount of \$1,143,018.72; and

BE IT FURTHER RESOLVED that this contract rate 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 Chair and Clerk of the DuPage County Board be, and they are hereby authorized and directed to execute the aforesaid contract with said Schroeder Asphalt Services, Inc., subject to the approval of the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this Resolution to the Illinois Department of Transportation and the Downers Grove Township Highway Commissioner, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2025 SEP 24 PM 2:01

OPENING OF PROPOSALS

Thursday, September 04, 2025
2:00 PM

Downers Grove Township Road District
Section 25-03128-00-RS

Engineer's Estimate: \$1,149,817.38

BIDDER	√	BID AMOUNT
R. W. Dunteman Company		1,266,693.49
Builders Paving, LLC		1,163,888.29
Schroeder Asphalt Services, Inc.		1,143,018.72
K-Five Construction Corporation		1,497,162.83
Lindahl Brothers, Inc.		
Brothers Asphalt Paving, Inc.		1,275,657.74

√ 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



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:	Downers Grove Township Road District, Sec. 25-03128-00-RS
COMPANY NAME:	Schroeder Asphalt Services, Inc.
CONTACT PERSON:	Rachael McDow
CONTACT EMAIL:	Rachael@schroederasphalt.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
N/A				

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
N/A		

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: Ronald Schroeder

Signature: Signature on file

Title: President

Date: September 4th, 2025



Grant Proposal Notifications

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

File #: 25-2224

Agenda Date: 9/16/2025

Agenda #: 10.A.



Grant Proposal Notification

GPN Number: 022-25 Date of Notification: 09/05/2025
(Completed by Finance Department) (MM/DD/YYYY)

Parent Committee Agenda Date: 09/16/2025 Grant Application Due Date: 06/20/2025
(Completed by Finance Department) (MM/DD/YYYY) (MM/DD/YYYY)

Name of Grant: Local Highway Safety Improvement Program

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: Stephen Zulkowski, Traffic Engineer, Ext. 6885
(Name, Title, and Extension)

Parent Committee: Transportation

Grant Amount Requested: \$ 2,247,000.00

Type of Grant: Competitive Project
(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: 494-00-1004

Grant Proposal Notification

1. Justify the department's need for this grant.

County DOT staff performed an evaluation of crash history at several signalized intersections along 63rd Street and opportunities to improve safety was identified. The work associated with implementing safety enhancements trigger substantial reconstruction of traffic signals leading to a relatively higher cost to construct. This is a complementary project to a prior successful grant that continues the same proposed improvements but in a western 2nd project, adjacent to the prior successful grant award.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

Thriving Economy - Purpose is to address safety at the intersections, relieve congestion, improve riding surface.

3. What is the period covered by the grant? _____ to: _____
(MM/DD/YYYY) (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. 10/25 and 11/28
(MM/YY) (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

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p>	<p>NA</p>
<p>6.3.1. If yes, please answer the following:</p>	
<p>6.3.1.1. How many years beyond the grant term?</p>	<p>_____</p>
<p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p>	<p>_____</p>
<p>6.3.1.3. Total annual salary</p>	<p>_____</p>
<p>6.3.1.4. Total annual fringe benefits</p>	<p>_____</p>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p>	<p>No</p>
<p>7.1. If yes, please answer the following:</p>	
<p>7.1.1. Total estimated direct administrative costs for project</p>	<p>_____</p>
<p>7.1.2. Percentage of direct administrative costs covered by grant</p>	<p>_____</p>
<p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p>_____</p>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p>100%</p>
<p>9. Are matching funds required? (Yes or No):</p>	<p>Yes</p>
<p>9.1. If yes, please answer the following:</p>	
<p>9.1.1. What percentage of match funding is required by granting entity?</p>	<p>10%</p>
<p>9.1.2. What is the dollar amount of the County's match?</p>	<p>\$250,000.00</p>



Grant Proposal Notification

9.1.3. What Company-Accounting Unit(s) will provide the matching requirement?	<u>1500-3500</u>
10. What amount of funding is already allocated for the project?	<u>\$0.00</u>
10.1. If allocated, in what Company-Accounting Unit are the funds located?	<u></u>
10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No):	<u>No</u>
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)?	<u>\$2,497,000.00</u>



Informational

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

File #: 25-2113

Agenda Date: 9/2/2025

Agenda #: 11.A.



**DUPAGE
COUNTY**

FACILITIES MANAGEMENT

630-407-5700
Fax: 630-407-5701

www.dupageco.org/facilities

MEMORANDUM

Date: August 28, 2025

To: Members of the Public Works Committee
Members of the Transportation Committee
Members of the Health and Human Services Committee

From: Nick Kottmeyer, Chief Administrative Officer

RE: Natural Gas Bid – Constellation New Energy – Gas Division, LLC.

On Wednesday, August 27th, 2025, we opened the County's latest natural gas supply bid. 5 (five) bids were received and staff from Facilities Management, Public Works, Department of Transportation, and Procurement, with consultation from the State's Attorney Office, reviewed the bids with respect to both bid numbers and content of their utility contract. The bid included fixed pricing for 12, 24, 36 and 48-month periods of time. Within this interval pricing, options were presented allowing for fixed yearly unit pricing over the selected term of the agreement. The bid amount includes only the natural gas supply and the separate accounts for Facilities Management, Public Works, Division of Transportation, and Care Center.

All parties agreed, after a thorough review, on Thursday, August 28th, 2025, that the lowest responsive, responsible bidder for Bid #25-101-FM presented an acceptable and beneficial bid for DuPage County. The bidder, Constellation New Energy – Gas Division, LLC., was determined to meet all contractual documentation requirements. Staff has decided that the most cost-effective and prudent course of action was to lock in fixed pricing for each of the next two 12-month periods (24 months total). The natural gas bid resulted in an average increase of 12.6% over the two-year contract term, however, this was anticipated given the escalation of the natural gas pricing since entering the previous fixed price contract in 2021. Our current contract pricing was locked in at a favorable rate to the County and represents one of the lowest market pricing that The County has experienced. The current draft of the budget already incorporates this increase. This fixed pricing strategy will provide the County with budget stability and predictability through 2027 with respect to our natural gas supply expenses.

The results of the bid were as follows:

Constellation New Energy – Gas Division, LLC.: \$1,699,700 (2-year fixed pricing total for FM, PW, DOT, Care Center)

This new contract represents an average increase of 12.6% or a cumulative increase of approximately \$190,000 over a two-year contract term.

Per the previously adopted County Board resolution concerning energy contracts, this contract has now been ratified and approved by the Chairman's designee, and this memo is being offered for informational purposes only.



Facilities Management Requisition Over \$30K

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

File #: FM-P-0041-25

Agenda Date: 9/16/2025

Agenda #: 11.B.

AWARDING RESOLUTION
ISSUED TO BUILDERS CHICAGO CORPORATION,
TO PROVIDE PREVENTIVE MAINTENANCE, SERVICE AND
REPAIRS FOR OVERHEAD DOORS, ROLL-UP SHUTTERS, GATE OPERATORS,
DOCK LEVELERS, AND REVOLVING DOORS, AS NEEDED, FOR COUNTY FACILITIES, FOR
FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED \$214,300.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract to Builders Chicago Corporation, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2025 through October 31, 2027, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed for County facilities, for Facilities Management, for the two-year period, November 1, 2025 through October 31, 2027, for Facilities Management, be, and it is hereby approved for issuance of a contract by the Procurement Division to, Builders Chicago Corporation, 93 Martin Lane, Elk Grove Village, IL 60007, for a total contract amount not to exceed \$214,300, per renewal option under bid award #23-091-FM. First and final option to renew. (\$143,300 for Facilities Management, \$30,000 for the Division of Transportation, and \$41,000 for Public Works)

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1934	RFP, BID, QUOTE OR RENEWAL #: 23-091-FM	INITIAL TERM WITH RENEWALS: 2 YRS + 1 X 2 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$209,000.00
COMMITTEE: PUBLIC WORKS	TARGET COMMITTEE DATE: 09/16/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$423,300.00
	CURRENT TERM TOTAL COST: \$214,300.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Builders Chicago Corporation	VENDOR #: 11624	DEPT: Facilities Management	DEPT CONTACT NAME: Mary Ventrella
VENDOR CONTACT: Matthew Crandall	VENDOR CONTACT PHONE: 224-654-2122	DEPT CONTACT PHONE #: 630-407-5705	DEPT CONTACT EMAIL: mary.ventrella@dupagecounty.gov
VENDOR CONTACT EMAIL: matthew.crandall@builderschicago.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.). Recommendation for the approval of a contract to Builders Chicago Corporation, to provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed, for County facilities, for Facilities Management, for the two-year period, November 1, 2025 through October 31, 2027, for a total contract amount not to exceed \$214,300, per renewal option under bid award #23-091-FM. First and final option to renew. (\$143,300 for Facilities Management, \$30,000 for the Division of Transportation and \$41,000 for Public Works)			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Regularly scheduled preventative maintenance as well as time and material repair services for the campus overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors are required to keep the docks and entrances operational and secure.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Builders Chicago Corporation	Vendor#: 11624	Dept: Facilities Management	Division:
Attn: Matthew Cockburn / Matthew Crandall	Email: mcockburn@builderschicago.com / matthew.crandall@builderschicago.com	Attn:	Email: FMAccountsPayable @dupagecounty.gov
Address: 93 Martin Lane	City: Elk Grove Village	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone: 224-654-2122	Fax:	Phone: 630-407-5700	Fax: 630-407-5701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Builders Chicago Corporation	Vendor#: 11624	Dept: Facilities Management	Division:
Attn:	Email:	Attn:	Email:
Address: 93 Martin Lane	City: Elk Grove Village	Address: various locations	City: Wheaton
State: IL	Zip: 60007	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Nov 1, 2025	Contract End Date (PO25): Oct 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	LO		Facilities Management	FY25	1000	1100	53300		1,000.00	1,000.00
2	1	LO		Facilities Management	FY25	1000	1100	52270		1.00	1.00
3	1	LO		Division of Transportation	FY25	1500	3510	53300		5,000.00	5,000.00
4	1	LO		Public Works	FY25	2000	2555	53300		500.00	500.00
5	1	LO		Public Works	FY25	2000	2665	53300		500.00	500.00
6	1	LO		Facilities Management	FY26	1000	1100	53300		70,000.00	70,000.00
7	1	LO		Facilities Management	FY26	1000	1100	52270		999.00	999.00
8	1	LO		Division of Transportation	FY26	1500	3510	53300		15,000.00	15,000.00
9	1	LO		Public Works	FY26	2000	2555	53300		15,000.00	15,000.00
10	1	LO		Public Works	FY26	2000	2665	53300		5,000.00	5,000.00
11	1	LO		Facilities Management	FY27	1000	1100	53300		70,300.00	70,300.00
12	1	LO		Facilities Management	FY27	1000	1100	52270		1,000.00	1,000.00
13	1	LO		Division of Transportation	FY27	1500	3510	53300		10,000.00	10,000.00
14	1	LO		Public Works	FY27	2000	2555	53300		15,000.00	15,000.00
15	1	LO		Public Works	FY27	2000	2665	53300		5,000.00	5,000.00
FY is required, ensure the correct FY is selected.										Requisition Total	\$ 214,300.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Provide preventive maintenance, service and repairs for overhead doors, roll-up shutters, gate operators, dock levelers and revolving doors, as needed, for County facilities.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Send PO to Vendor, Mary Ventrella, Cathie Figlewski, Clara Gomez., Kathy (Black) Curcio, and Drew Cormican.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Public Works Committee: 09/16/25 County Board: 09/23/25
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
PREVENTATIVE MAINTENANCE, SERVICE
AND REPAIRS FOR OVERHEAD DOORS,
ETC. 23-091-FM
BID TABULATION

✓

				BUILDERS CHICAGO CORP	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
Group 1: Section A					
1	Exterior Rolling Doors	EA	11	\$ 75.00	\$ 825.00
2	Dock Levelers	EA	4	\$ 75.00	\$ 300.00
3	Interior Rolling Doors / Shutters	EA	67	\$ 75.00	\$ 5,025.00
4	Sectional Doors	EA	17	\$ 75.00	\$ 1,275.00
5	Gate Operators	EA	5	\$ 150.00	\$ 750.00
6	Revolving Doors	EA	3	\$ 150.00	\$ 450.00
7	Access Control Gates	EA	2	\$ 150.00	\$ 300.00
Group 1: Section B					
8	Hourly Rates - Normal Hours	HR	100	\$ 145.00	\$ 14,500.00
9	Hourly Rates - After Normal Hours	HR	30	\$ 210.00	\$ 6,300.00
10	Hourly Rates - Saturday	HR	20	\$ 210.00	\$ 4,200.00
11	Hourly Rates - Sundays and Holidays	HR	20	\$ 210.00	\$ 4,200.00
Group 1: Section C					
NO.	ITEM	EST. VALUE		% MARK-UP / DISCOUNT	EXTENDED PRICE
12	Annual Expected Expenditure	\$20,000		20.00%	\$ 24,000.00

Group 1: Section D					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
13	Call Out Service	EA	15	\$ 120.00	\$ 1,800.00
Group 1: Section E					
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
14	Test Rolling Doors	EA	7	\$ 300.00	\$ 2,100.00
GRAND TOTAL					\$ 66,025.00

NOTES
1) United Door & Dock LLC has been deemed non-responsive due to not meeting the business requirements.

Bid Opening 08/16/2023 @ 2:30 PM	VC, NE
Invitations Sent	33
Total Vendors Requesting Documents	0
Total Bid Responses	2



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

CONTRACT RENEWAL AGREEMENT

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and Builders Chicago Corporation located at 93 Martin Lane, Elk Grove Village, IL 60007, hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #23-091-FM, which became effective on 11/1/2023 and which will expire 10/31/2025. The contract is subject to the first and final option to renew for a two (2) year period.

The contract renewal shall be effective on the date of last signature and shall terminate on 10/31/2027.

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

SIGNATURE

Brian Rovik
PRINTED NAME

Buyer I
PRINTED TITLE

DATE

CONTRACTOR

SIGNATURE

Matthew V. Crandall
PRINTED NAME

C.O.O
PRINTED TITLE

8/5/2025
DATE

Signature on File

SECTION 7 - BID FORM PRICING

The quantities shown are approximate and are intended to establish pricing. The County reserves the right to change any of the quantities to meet its requirements and to order as needed. Prices shall remain constant for the duration of the contract. All goods shall be F.O.B. Destination.

NO.	ITEM	UOM	QTY	RATE	EXTENDED PRICE		
GROUP 1: Section A							
1	Exterior Rolling Doors	EA	11	\$ 75.00	\$ 825.00		
2	Dock Levelers	EA	4	\$ 75.00	\$ 300.00		
3	Interior Rolling Doors / Shutters	EA	67	\$ 75.00	\$ 5,025.00		
4	Sectional Doors	EA	17	\$ 75.00	\$ 1,275.00		
5	Gate Operators	EA	5	\$ 150.00	\$ 750.00		
6	Revolving Doors	EA	3	\$ 150.00	\$ 450.00		
7	Access Control Gates	EA	2	\$ 150.00	\$ 300.00		
Group 1: Section A Total					\$ 8,925.00		
GROUP 1: Section B							
Service calls for items not covered by Section A (above).							
8	Hourly Rates - Normal Hours M - F 7:30 am - 4:30 pm	HR	100	\$ 145.00	\$ 14,500.00		
9	Hourly Rates - After Normal Hours M - F Before 7:00 am or After 4:30 pm	HR	30	\$ 210.00	\$ 6,300.00		
10	Hourly Rates - Saturday	HR	20	\$ 210.00	\$ 4,200.00		
11	Hourly Rates - Sundays and Holidays	HR	20	\$ 210.00	\$ 4,200.00		
Group 1: Section B Total					\$ 29,200.00		
NO.	ITEM	EST. VALUE		% MARK-UP / DISCOUNT (+ / -)	EXTENDED PRICE		
GROUP 1: Section C							
Provide a percentage mark-up or discount off list or catalog price.							
12	Annual Expected Expenditure	\$20,000		20% Markup%	\$ 24,000.00		
Group 1: Section C Total					\$ 24,000.00		
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE		
GROUP 1: Section D							
Service Charge (Other than scheduled Maintenance)							
No Additional Travel Time Shall Be Paid.							
13	Call Out Service	EA	15	\$ 120.00	\$ 1,800.00		
Group 1: Section D Total					\$ 1,800.00		

GROUP 1: Section E**Test rolling doors for fire fusible link in 400, 501, and 505 Buildings annually per NFPA Standard.**

14	Test Rolling Doors *	EA	7	\$ 300.00	\$ 2,100.00
Group 1: Section E Total					\$ 2,100.00
GRAND TOTAL					\$ 66,025.00
GRAND TOTAL Sixty six thousand twenty five dollars and zero cents (In words)					

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

Chief Operating Officer

(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 16 day of August AD, 2023

Signature on File

(Notary Public)

My Commission Expires:

2/10/2027

KELLY A JOHNSON
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 10, 2027

SEAL

**SECTION 9 - MANDATORY FORM
PREVENTATIVE MAINTENANCE, SERVICE, AND REPAIRS FOR OVERHEAD DOORS, ETC. 23-091-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Builders Chicago Corporation		
Main Business Address	93 Martin Lane		
City, State, Zip Code	Elk Grove Village, IL 60007		
Telephone Number	224,654-2122	Email Address	matthew.crandall@builderschicago.com
Bid Contact Person	Matthew Crandall		

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:

Richard Crandall
(President or Partner)

Matthew Crandall
(Vice-President or Partner)

Timothy Hanisch
(Secretary or Partner)

Jim Sykora
(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. N/A, _____, 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	Builders Chicago Corp	NAME	Builders Chicago Corp
CONTACT	Vi Dang	CONTACT	Vi Dang
ADDRESS	93 Martin Lane	ADDRESS	93 Martin Lane
CITY ST ZIP	Elk Grove Village, IL 60007	CITY ST ZIP	Elk Grove Village, IL 60007
TX	224-654-2122	TX	224-654-2122
FX	224-569-7000	FX	224-569-7000
EMAIL	vdang@builderschicago.com	EMAIL	vdang@builderschicago.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Facilities Management Department 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5700 EMAIL: FMAccountsPayable@dupageco.org		DuPage County 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5705 EMAIL: mary.ventrella@dupageco.org	

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



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

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	23-091-FM
COMPANY NAME:	Builders Chicago Corp.
CONTACT PERSON:	Matthew Cockburn
CONTACT EMAIL:	mcockburn@builderschicago.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: Matthew V. Crandall

Signature: _____

Signature on File

Title: C.O.O

Date: 8/5/2025



Transportation Resolution

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

File #: DT-R-0032-25

Agenda Date: 9/16/2025

Agenda #: 12.A.

**RESOLUTION AUTHORIZING APPLICATION FOR AND EXECUTION OF A TECHNICAL
ASSISTANCE AGREEMENT UNDER THE REGIONAL TRANSPORTATION AUTHORITY'S GENERAL
AUTHORITY TO MAKE SUCH GRANTS.
(COUNTY NOT TO EXCEED \$150,000)**

WHEREAS, the Regional Transportation Authority (the "Authority"), is authorized to study public transportation topics and developments; and to conduct, in cooperation with other public and private agencies, such studies; and

WHEREAS, DuPage County has submitted a grant proposal to the Authority for the purposes of studying county mobility services; and

WHEREAS, the Authority has selected this study for funding and has the power to expend funds for use in connection with these studies, and

WHEREAS, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers, and

WHEREAS, approval for said funds will impose certain financial obligations upon the County of DuPage in the amount of 40% of the not to exceed project budget to be determined by the Authority and 100% of any amount that exceeds the not to exceed \$250,000; said estimated cost to the County is \$100,000, but in no event will the County's obligation exceed \$150,000.

NOW, THEREFORE, BE IT RESOLVED, the preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

BE IT FURTHER RESOLVED, the Chair of DuPage County Board or their appointed designee is authorized to execute and file applications on behalf of County of DuPage with the Regional Transportation Authority for a Technical Assistance Agreement for the DuPage County Coordinated Dial-a-Ride Study.

BE IT FURTHER RESOLVED, the Director of the Division of Transportation on behalf of the Chair of DuPage County Board is authorized to furnish such additional information, assurances, certifications and amendments as the Regional Transportation Authority may require in connection with this Technical Assistance Agreement application.

BE IT FURTHER RESOLVED, the Director of the Division of Transportation is authorized and directed on behalf of the County of DuPage to execute and deliver this grant agreement and all subsequent amendments thereto between the County of DuPage and the Regional Transportation Authority for technical assistance grants, as long as the cost does not exceed \$150,000.

BE IT FURTHER RESOLVED, the Director of the Division of Transportation is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreement and all subsequent amendments, as long as the cost does not exceed \$150,000, thereto on behalf of the County of DuPage.

Enacted and approved this 23rd day of September, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK