



DU PAGE COUNTY

Transportation Committee

Final Summary

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

Tuesday, May 2, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

10:00 AM meeting was called to order by Chair Mary Ozog at 10:02 AM.

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog advised the Committee that ComEd had repaired the ruts on the Prairie Path in Glen Ellyn, and she was very grateful to the Division of Transportation staff for following up on the situation.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-1615](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday April 18, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. BUDGET TRANSFERS

6.A. [23-1593](#)

Budget Transfer of \$5,000.00 from 1500-3500-53828 (Contingencies) to 1500-3520-51000 (Benefit Payments); Additional funds needed for benefits not anticipated during the creation of the FY23 budget.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay

7. PROCUREMENT REQUISITIONS**7.A. [23-1670](#)**

Recommendation for the approval of a contract to Interstate Power Systems, Inc., for the provision of parts, repairs, rebuilds and service of Allison Transmissions, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$18,000; per 55 ILCS 5/5-1022(c) “not suitable to competitive bids”. Sole Source-(Direct replacement of compatible equipment parts).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.B. [23-1671](#)

Recommendation for the approval of a contract purchase order to West Side Tractor Sales Co., to furnish and deliver John Deere repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$20,000; per 55 ILCS 5/5-1022(c) “not suitable to competitive bids”. Sole Source-(Direct replacement of compatible equipment parts).

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.C. [23-1672](#)

Recommendation for approval of a contract with Sid Tools Company d/b/a MSC Industrial Supply Company, to furnish and deliver janitorial, health and safety supplies, for the Division of Transportation, for the period of June 1, 2023 through November 16, 2024, for a contract not to exceed \$20,000; per Sourcewell contract #101320.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

7.D. [DT-P-0069-23](#)

Recommendation for the approval of a contract to HR Green, Inc., for Professional Construction Engineering Services for improvements along CH 9/Lemont Road, from 83rd Street to 87th Street, Section 16-00232-00-CH, for the period of May 9, 2023 through November 30, 2027, for a contract total not to exceed \$611,540.05. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.

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

7.E. [DT-P-0070-23](#)

Recommendation for the approval of a contract to Altorfer Industries, Inc., to furnish and deliver Caterpillar repair and replacement parts, as needed for the Division of Transportation, for the period of May 14, 2023 through May 31, 2024, for a contract total not to exceed \$30,000; per 55 ILCS 5/5-1022(c) "not suitable to competitive bids". Sole Source-(Direct replacement of compatible equipment parts).

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

8. **CHANGE ORDERS**8.A. [23-1674](#)

DT-P-0258A-22 - Amendment to Resolution DT-P-0258-22, issued to Complete Fleet, Inc., to furnish and deliver automotive repair and replacement parts, as needed for the Division of Transportation, to increase the contract by \$2,529.99, resulting in an amended contract total amount of \$32,529.99, an increase of 8.43%.

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

8.B. [23-1673](#)

DT-P-0193D-18 – Amendment to Resolution DT-P-0193C-18 issued to BLA, Inc., for Professional Design (Phase II) Engineering Services for improvements along CH 9/Lemont Road, from 83rd Street to 87th Street, Section 16-00232-00-CH, to increase the funding in the amount of \$20,663.27, resulting in an amended contract total of \$558,111.19, an increase of 3.84% and a cumulative increase of 26.43%.

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

9. INTERGOVERNMENTAL AGREEMENTS**9.A. [DT-R-0067-23](#)**

Resolution for the Chair of the DuPage County Board to execute a Letter of Understanding with the Oak Brook Police Department, for access to the County's Central Signal System.

Assistant County Engineer Bill Eidson gave an overview of the Letter of Understanding in which the Oak Brook Police Department would be allowed access to the County's Central Signal System, to pilot whether the County's cameras and video are compatible with the Village's software and can be utilized for public safety support and incident responses.

In response to questions, Bill confirmed that the pilot program is not for red light running enforcement and that it was always intended that Police and Sheriff would be allowed access to the County's Central Signal System, in support of public safety.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Sadia Covert

10. OLD BUSINESS

Director Snyder gave an update on the Surface Transportation Board's final ruling on allowing the Canadian Pacific/Kansas City Southern Railroad Merger, as proposed. The Coalition's disappointment with this decision has prompted a possible judicial appeal. Director Snyder advised that he discussed an appeal with County Board Chair Conroy and Committee Chair Ozog and both are supportive.

Chair Ozog also thanked the Transportation staff for their participation at the Fall hearings and testifying at the Surface Transportation Board.

11. NEW BUSINESS

Chair Ozog informed the Committee that Director Snyder will be retiring in November and she thanked him for his service.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 10:18 AM.



Minutes

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

File #: 23-1615

Agenda Date: 5/2/2023

Agenda #: 5.A.



DU PAGE COUNTY

Transportation Committee

Draft Summary

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

Tuesday, April 18, 2023

10:00 AM

Room 3500B

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CHAIR'S REMARKS - CHAIR OZOG

Chair Ozog welcomed Chris Rose from Pace.

4. PUBLIC COMMENT

No public comments were offered.

5. APPROVAL OF MINUTES

5.A. [23-1520](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday April 4, 2023.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6. BUDGET TRANSFERS

6.A. [23-1522](#)

Budget Transfer of \$400,000.00 from Capital Contingencies 1500- 3550-54199 to Engineering/Architectural Services 1500-3550-53010. Additional funds needed due to the inclusion of a third contract for our annual pavement maintenance resurfacing program.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.B. [23-1523](#)

Budget Transfer of \$4,300,000.00 from Transportation Infrastructure 1500- 3500-54050 to Repair & Maintenance Roads 1500-3500-53320. Additional Funds needed due to inclusion of a third pavement maintenance resurfacing project due to other capital projects being moved to 2024 due to land acquisition, agency approvals and/or railroad coordination delays.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

6.C. [23-1524](#)

Budget Transfer of \$500,000.00 from Capital Contingencies 1500-3550-54199 to Repair & Maintenance Roads 1500-3550-53320. Additional Funds needed due to inclusion of a third pavement maintenance resurfacing project due to other capital projects being moved to 2024 due to land acquisition, agency approvals and/or railroad coordination delays.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7. **PROCUREMENT REQUISITIONS**

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

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Lucy Evans

7.A. [23-1521](#)

Recommendation for the approval of a contract to Red Wing Brands of America, Inc., to furnish safety shoes and work boots, as needed for the Division of Transportation, for the period April 18, 2023 through February 22, 2024, for a contract total not to exceed \$20,000; per most qualified offer on Proposal 21-096-FM.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

7.B. [DT-P-0063-23](#)

Recommendation for the approval of a contract to Hard Rock Concrete Cutters, Inc., for sidewalk saw cutting, for the period of April 26, 2023 through March 31, 2024, as needed for the Division of Transportation, for a contract total not to exceed \$40,000; per Municipal Partnering Initiative bid #2022-23, first of two options to renew.

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

7.C. [DT-P-0064-23](#)

Recommendation for the approval of a contract with Monroe Truck Equipment, Inc., to furnish and deliver Monroe Spreader and Plow repair and replacement parts, for the Division of Transportation, for the period of May 1, 2023 through August 15, 2026, for a contract total not to exceed \$90,000; contract pursuant to the Intergovernmental Cooperation Act NJPA - Sourcewell #062222.

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

7.D. [DT-P-0065-23](#)

Recommendation for the approval of a contract to Northern Contracting, Inc., to furnish, deliver, repair and install guard-rails, as needed for the Division of Transportation, for the period May 12, 2023 through May 11, 2024, for a contract total not to exceed \$40,000; per lowest responsible bid 21-028-DOT; second of three options to renew.

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

7.E. [DT-P-0066-23](#)

Recommendation for the approval of a contract to Primera Engineers, Ltd., to provide Professional Construction Engineering Services for the 2023 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM, for the period of April 25, 2023 through November 30, 2024, for a contract total not to exceed \$459,579.18; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/1 et seq.

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

7.F. [DT-P-0067-23](#)

Recommendation for the approval of a contract to Chastain & Associates, LLC, to provide Professional Construction Engineering Services for the 2023 Pavement Maintenance (Central) Program Section 23-PVMTC-21-GM, for the period of April 25, 2023 through November 30, 2024, for a contract total not to exceed \$473,055.98; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

7.G. [DT-P-0068-23](#)

Recommendation for the approval of a contract purchase order to H.W. Lochner, Inc., for Professional Construction Engineering Services for the 2023 Pavement Maintenance (South) Program, Section 23-PVMTC-20-GM, for the period of April 25, 2023 through November 30, 2024, for a contract total not to exceed \$586,291.33; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

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

8. AMENDING RESOLUTIONS

8.A. [23-1577](#)

DT-R-0058A-23 - Amendment to DT-R-0058-23, issued to Maneval Construction Company, Inc., to provide parking lot improvements for the DuPage County Fairgrounds, to increase the funding in the amount of \$75,000; resulting in an amended contract total of \$428,014.45, an increase of 21.25%, (No County cost; 100% grant funded).

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

9. AWARDING RESOLUTIONS**9.A. [DT-R-0059-23](#)**

Awarding Resolution to R.W. Dunteman Company, for the 2023 Pavement Maintenance (Central) Program, Section 23-PVMTC-21-GM, for an estimated County cost of \$4,138,000.00; per low bid.

Member Zay noted that this agenda item and the next two (2) items are contracts being awarded to the same contractor. He also noted that the contractor was the lowest bidder on all three. Director Snyder assured the Committee that the low bid contractor does have the necessary pre-qualifications with IDOT and has the capacity to perform the work of all three projects. The Division of Transportation will discuss individual project schedules at each pre-construction meeting.

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

9.B. [DT-R-0060-23](#)

Awarding Resolution to R.W. Dunteman Company, for the 2023 Pavement Maintenance (South) Program, Section 23-PVMTC-20-GM, for an estimated County cost of \$4,367,944.39; per low bid.

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

9.C. [DT-R-0061-23](#)

Awarding Resolution to R.W. Dunteman Company, for the 2023 Pavement Maintenance (North) Program, Section 23-PVMTC-19-GM, for an estimated County cost of \$6,288,300.00; per low bid.

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

10. INTERGOVERNMENTAL AGREEMENTS

Chair Ozog moved and Member Chaplin seconded a motion to combine items 10.A. through 10.E. The motion was approved on voice vote, all "ayes".

RESULT:	APPROVED
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MOVER:	Mary Ozog
SECONDER:	Liz Chaplin

10.A. [DT-R-0062-23](#)

Intergovernmental Agreement between the County of DuPage and the Township of Lisle to extend road resurfacing beyond County Right-of-Way on multiple side streets along Maple Avenue, within the Township. County to be reimbursed \$3,366.00.

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

10.B. [DT-R-0063-23](#)

Intergovernmental Agreement between the County of DuPage and City of Wheaton to extend road resurfacing beyond County Right-of-Way on multiple side streets along Jewell Road, within the City. County to be reimbursed \$6,594.00.

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

10.C. [DT-R-0064-23](#)

Intergovernmental Agreement between the County of DuPage and Village of Bloomingdale to extend road resurfacing beyond County Right-of-Way on multiple side streets along Army Trail Road, within the Village. County to be reimbursed \$14,225.

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

10.D. [DT-R-0065-23](#)

Intergovernmental Agreement between the County of DuPage and Village of Winfield to extend road resurfacing beyond County Right-of-Way on multiple side streets along Jewell Road, within the Village. County to be reimbursed \$23,674.00.

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

10.E. [DT-R-0066-23](#)

Intergovernmental Agreement between the County of DuPage and Village of Glendale Heights to extend road resurfacing beyond County Right-of-Way on multiple side streets along Army Trail Road, within the Village. County to be reimbursed \$29,631.00.

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

11. GRANT PROPOSAL NOTIFICATIONS

11.A. [23-1525](#)

GPN-022-23: DOT Statewide Planning and Research Funds (SPR) - DuPage County Trail System - Illinois Department of Transportation - Federal Highway Administration - \$90,000.00. (Department of Transportation)

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

12. PRESENTATION

12.A. [23-1565](#)

Fiscal Year 2023-2027 Transportation Improvement Plan.

Director Snyder informed the Committee that the FY 2023-2027 Transportation Improvement Plan (TIP) reflects the projects included in the FY2023 adopted budget and its capital project 5 year look ahead. The DOT TIP provides more detailed information on each project.

Chief Transportation Planner John Loper then gave an overview of the TIP, including funding, funding sources, project types, program summary, and then he walked through a couple of the project summary examples.

In response to questions posed, Mr. Loper advised that the structure of the database does not allow costs to be parsed by County Board district. As for conversions to Electric Vehicles, DOT is monitoring and will make adjustments to annual and future year programs based on EV conversions and revenue streams.

RESULT:	PRESENTED
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12.B. [23-1526](#)

Recommendation to the DuPage County Board to release the Fiscal Year 2023-2027 Transportation Improvement Plan.

RESULT:	APPROVED AT COMMITTEE
MOVER:	Mary Ozog
SECONDER:	Jim Zay

13. **OLD BUSINESS**

No old business was discussed.

14. **NEW BUSINESS**

No new business was discussed.

15. **ADJOURNMENT**

With no further business, the meeting was adjourned at 10:27 A.M.

RESULT:	APPROVED
MOVER:	Mary Ozog
SECONDER:	Jim Zay



Budget Transfer

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

File #: 23-1593

Agenda Date: 5/2/2023

Agenda #: 6.A.

**DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022**

From: 1500
Company #

DOT ADMINISTRATION
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3500	53828		CONTINGENCIES	\$ 5,000.00	960,000.00	955,000.00	4-17-23
Total				\$ 5,000.00			

To: 1500
Company #

DOT FLEET SERVICE
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	
3520	51000		BENEFIT PAYMENTS	\$ 5,000.00	(626.81)	4,373.19	4-17-23
Total				\$ 5,000.00			

Reason for Request:

Funds needed for benefit payments that were not anticipated during the creation of FY23 Budget

Signature on File _____

Department Head

[Signature]

Chief Financial Officer

4/17/23
Date
4/20/23
Date

Activity _____

(optional)

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

Finance Department Use Only			
Fiscal Year <u>23</u>	Budget Journal # _____	Acctg Period _____	
Entered By/Date _____		Released & Posted By/Date _____	

DOT - 5/2/2023
FIN/CB - 5/9/2023



Transportation Requisition under \$30,000

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

File #: 23-1670

Agenda Date: 5/2/2023

Agenda #: 7.A.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$18,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$18,000.00
	CURRENT TERM TOTAL COST: \$18,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Interstate Power Systems, Inc.	VENDOR #: 12677	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ted Ellison	VENDOR CONTACT PHONE: 630-871-1111	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: theodore.ellison@istate.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-32	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT is requesting a purchase order to Interstate Power Systems, the sole authorized dealer for Allison Transmission parts and service in Northern Illinois. Contract will be effective June 1, 2023 through May 31, 2024, for a contract total not to exceed \$18,000.00, per 55 ILCS 5/5-1022 competitive bids (c) not suitable for competitive bids (direct replacement of compatible equipment parts) - Sole Source. • Shop: \$185 • Field: \$195 • Mileage: \$3.75 p/m • Parts are priced at 0% off list			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To establish a contract for parts and service of Allison Transmission and keep DOT fleet vehicles operational.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Interstate Power Systems is the sole Allison Authorized distributor for parts and service in the Northern Illinois area. They are factory trained and certified to provide parts, service, and repairs for Allison Transmissions.
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. Yes
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. See attached letter dated (03/28/23) that Interstate Power Systems, is the sole Allison Authorized distributor for parts and service.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Interstate Power Systems, Inc.	Vendor#: 12677	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ted Ellison	Email: theodore.ellison@istate.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 2901 E. 78th Street	City: Minneapolis	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55425-1501	State: IL	Zip: 60187
Phone: 630-871-1111	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Interstate Power Systems, Inc.	Vendor#: 12677	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 2901 E. 78th Street	City: Minneapolis	Address: 180 N. County Farm Road	City: Wheaton
State: MN	Zip: 55425-1501	State: IL	Zip: 60187
Phone: 630-871-1111	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2023	Contract End Date (PO25): May 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Allison Parts	FY23	1500	3520	52250		7,000.00	7,000.00
2	1	EA		Allison Lubricants	FY23	1500	3520	52260		2,000.00	2,000.00
3	1	EA		Allison Repair & Rebuilds	FY23	1500	3520	53380		6,000.00	6,000.00
4	1	EA		Allison Parts	FY24	1500	3520	52250		1,000.00	1,000.00
5	1	EA		Allison Lubricants	FY24	1500	3520	52260		1,000.00	1,000.00
6	1	EA		Allison Repair & Rebuilds	FY24	1500	3520	53380		1,000.00	1,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 18,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. For the provision of parts, lubricants, repairs and rebuilds of Allison Transmission, for the DOT Fleet.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Ted Ellison, Mike Figuray and William Bell.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

INTERSTATE PowerSystems

210 Alexandra Way • Carol Stream, IL 60188 • 630-871-1111

03/28/2023

DuPage County Division of Transportation
Attn: Roula Eikosidekas
140 North County Farm Road
Wheaton, IL 60187-3997

Roula,

Interstate Power Systems is the sole Allison Authorized Distributor for parts and service in the Northern Illinois area. The current labor rate for this year is as follows:

- Shop: \$185
- Field: \$195
- Mileage: \$3.75 p/m
- Allison Parts: 0% off of list price.

We have Allison factory trained and certified Techs on the proper procedures to repair, rebuild and provide parts for the Allison transmissions that you currently have in your fleet. Please feel free to contact us, if you have any questions or are in need of service or parts.

Respectfully,

Ted Ellison | Branch Manager | Interstate Power Systems

210 Alexandra Way. Carol Stream, IL 60188

P: 630-871-1111 | F: 630-871-8997 | C: 630-254-7376

www.istate.com | theodore.ellison@istate.com | [Linkedin](#)

Pride in Service

BRANCH LOCATIONS

ALTOONA, IA • CEDAR RAPIDS, IA • DAVENPORT, IA • CAROL STREAM, IL • ROCKFORD, IL • GARY, IN
IRON MOUNTAIN, MI • MINNEAPOLIS, MN • VIRGINIA, MN • BILLINGS, MT • LINCOLN, NE • OMAHA, NE • BISMARCK, ND
FARGO, ND • GRAND FORKS, ND • WILLISTON, ND • SIOUX FALLS, SD • BUTLER, WI • GILLETTE, WY



Required Vendor Ethics Disclosure Statement

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

Date: 3/28/2023

Bid/Contract/PO #: _____

Company Name: <u>Interstate Power Systems</u>	Company Contact: <u>Ted Ellison</u>
Contact Phone: <u>630-871-1111</u>	Contact Email: <u>theodore.ellison@istate.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File
Printed Name Theodore Ellison
Title Branch Manager
Date 3/28/2023

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



Transportation Requisition under \$30,000

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

File #: 23-1671

Agenda Date: 5/2/2023

Agenda #: 7.B.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$20,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$20,000.00
	CURRENT TERM TOTAL COST: \$20,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: West Side Tractor Sales Co.	VENDOR #: 10072	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: David Adeli	VENDOR CONTACT PHONE: 630-355-7150	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: dadel@westsidetractor.net	VENDOR WEBSITE:	DEPT REQ #: 23-1500-33	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to West Side Tractor, to furnish and deliver John Deere repair and replacement parts. Effective June 1, 2023 through May 31, 2024, for a contract total not to exceed \$20,000.00, per 55 ILCS 5/5-1022 competitive bids (c) not suitable for competitive bids (direct replacement of compatible equipment parts) - Sole Source. • Shop: \$183 • Field: \$202 • Mileage: \$3.75 p/m • Parts are priced at 0% off list			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To perform maintenance and repairs on County owned and operated John Deere Equipment.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. West Side Tractor Sales Co., is authorized and trained to sell, lease and rent JDCFC products, as specified in their John Deere Agreement and authorized to sell the subsequent genuine OEM parts. They are also qualified and trained to provide service and warranty repairs on JDCFC products.
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. Yes
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. Per the attached letter dated April 3, 2023, that West Side Tractor Sales Co., is an authorized John Deere Construction and Forestry Company ("JDCFC") dealer in the state of Illinois including the County of DuPage.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: West Side Tractor Sales Co.	Vendor#: 10072	Dept: Division of Transportation	Division: Accounts Payable
Attn: David Adeli	Email: dadel@westsidetractor.net	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 3300 Ogden Avenue	City: Lisle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone: 630-355-7150	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: West Side Tractor Sales Co.	Vendor#: 10072	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 3300 Ogden Avenue	City:	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60532	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2023	Contract End Date (PO25): May 31, 2024
Contract Administrator (PO25): Roula Eikosiekas			

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		John Deere Repair & Replacement Parts	FY23	1500	3520	52250		10,000.00	10,000.00
2	1	EA		John Deere Repair & Replacement Parts	FY24	1500	3520	52250		10,000.00	10,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 20,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver John Deere repair and replacement parts for the DOT Fleet - Sole Source.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: David Adeli, Mike Figuray, and William Bell
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



JOHN DEERE

John Deere Worldwide Construction & Forestry
1300 River Dr, Moline, IL 61265 U.S.A.
Cell: 309-236-5281
MeyerTaylorD@JohnDeere.com

Taylor D. Meyer
Manager, Commercial Development

VIA EMAIL DELIVERY

April 3, 2023

Ms. Roula Eikosidekas
Highway Maintenance Coordinator
DuPage County Division of Transportation
140 N. County Farm Rd.
Wheaton, IL 60187

Dear Ms. Roula Eikosidekas,

Please be advised that West Side Tractor Sales Co. ("West Side Tractor"), is an authorized John Deere Construction & Forestry Company ("JDCFC") dealer in the state of Illinois including the county of DuPage.

West Side Tractor is the only authorized JDCFC dealer for both construction and compact construction equipment appointed an area of responsibility in DuPage County. As such, West Side Tractor is authorized and trained to sell, lease, and rent JDCFC products, and authorized to sell genuine OEM parts for such products. In addition, West Side Tractor Sales Co. is qualified and trained to provide service and warranty repairs on JDCFC products.

If you have any questions about West Side Tractor's relationship as an authorized dealer for JDCFC in this AOR, please feel free to contact me.

Signature on File

Taylor D. Meyer
Manager, Commercial Development



11 Full-Service Locations throughout Illinois and Indiana

NEW – USED – RENTAL – PARTS – SERVICE

www.westsidetractorsales.com

West Side Tractor 2023 service rates are illustrated below. All field service technicians are affiliated with the Local 150 Operating Engineers.

Field Service hours are calculated portal to portal.

	ILLINOIS	Year:	2023		Effective	6-Feb-23	
					PREVAILING WAGE		SUNDAY &
SHOP	SHOP OT	FIELD	FIELD OT	MILEAGE	Reg	OT	HOLIDAY
\$183.00	\$220.00	\$202.00	\$244.00	\$3.75	\$217.00	\$252.00	\$267.00

- Parts are priced at 0% off list





Required Vendor Ethics Disclosure Statement

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

Date: _____

Bid/Contract/PO #: _____

Company Name: <u>West Side Tractor Sales Co</u>	Company Contact: <u>David Adel</u>
Contact Phone: <u>630 355-7150</u>	Contact Email: <u>dadel@wsgtsales.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

DAVID ADEL

Title

Accounting Manager

Date

4/8/2023

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



Transportation Requisition under \$30,000

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

File #: 23-1672

Agenda Date: 5/2/2023

Agenda #: 7.C.



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Source-well #101320	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$20,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$20,000.00
	CURRENT TERM TOTAL COST: \$20,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Sid Tools Company d/b/a MSC Industrial Supply Co.	VENDOR #: 12025	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ingrid Dykes	VENDOR CONTACT PHONE: 224-330-9744	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: dykesi@mscdirect.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-39	
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.). Requesting a purchase order to furnish and deliver Janitorial, Health and Safety Supplies, for the DOT Maintenance & Fleet Departments. Effective June 1, 2023 through November 16, 2024, for a contract total not to exceed \$20,000.00 - (Source-well Contract #101320).			
- Janitorial Supplies: 26% discount off list price. - Health & Safety Supplies: 35% discount off list price.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished DOT provides their employees, with various janitorial, health and safety supplies to use while maintaining the fleet department, the prairie path system, right of ways, and etc.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. CUSTOMER SERVICE
SOURCE SELECTION	Describe method used to select source. This contract was setup using the cooperative Source-well Contract #101320.
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). DOT staff recommends issuing a purchase order to MSC Industrial, using the Source-well Contract #101320. Source-well cooperative has proven cost savings over going out for a bid.

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: Sid Tool Company d/b/a MSC Industrial Supply Co.	Vendor#: 12025	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ingrid Dykes	Email: dykesi@mscdirect.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 75 Maxess Road	City: Melville	Address: 421 N. County Farm Road	City: Wheaton
State: NY	Zip: 11747	State: IL	Zip: 60187
Phone: 224-330-9744	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Sid Tool Company d/b/a MSC Industrial Supply Co.	Vendor#: 12025	Dept: Division of Transportation	Division: Hwy Maintenance
Attn:	Email:	Attn: John Gavurnik	Email: John.Gavurnik@dupageco.org
Address: 75 Maxess Road	City: Melville	Address: 140 N. County Farm Road	City: Wheaton
State: NY	Zip: 11747	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6936	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 1, 2023	Contract End Date (PO25): Nov 16, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		DOT Maintenance - Janitorial Health & Safety Supplies	FY23	1500	3510	52200		5,000.00	5,000.00
2	1	EA		DOT Fleet - Janitorial Health & Safety Supplies	FY23	1500	3520	52200		5,000.00	5,000.00
3	1	EA		DOT Maintenance - Janitorial Health & Safety Supplies	FY24	1500	3510	52200		5,000.00	5,000.00
4	1	EA		DOT Fleet - Janitorial Health & Safety Supplies	FY24	1500	3520	52200		5,000.00	5,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 20,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Janitorial, Health and Safety Supplies for the DOT Fleet & Maintenance - (Source-well).
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Nicole Allen (nicole.allen@mscdirect.com) Ingrid Dykes (dykesi@mscdirect.com) John Gavurnik (john.gavurnik@dupageco.org) William Bell (william.bell@dupageco.org) Mike Figuray (michael.figuray@dupageco.org)
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



MSC Pricing Proposal - RFP 101320
Janitorial Supplies and Equipment with Related Services
Discounts are based off MSC electronic catalog (www.mscdirect.com)

Percentage off List per Category

<u>Category</u>	<u>Discount</u>
<u>Janitorial</u>	<u>26% off</u>
<u>Safety</u>	<u>35% off</u>

Note: 15% off all other product not in Safety and Janitorial Categories (exception: machinery)



Required Vendor Ethics Disclosure Statement

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

Date: 4/10/2023

Bid/Contract/PO #: # 101320-MSI

Company Name: MSC Industrial Supply Direct, Inc.	Company Contact: Ingrid Dykes
Contact Phone: 847-644-6413	Contact Email: dykesi@mscdirect.com

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

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

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

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

- 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
Ingrid Dykes	847-644-6413	dykesi@mscdirect.com

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Ingrid Dykes

Title

State Account Manager

Date

4/10/2023

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

**Solicitation Number: 101320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sid Tool Co., Inc., dba MSC Industrial Supply, 75 Maxess Road, Melville, NY 11747 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This **Contract expires November 16, 2024**, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Vendor will supply country of origin data on an item-by-item basis upon request.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
Signature on File
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
11/16/2020 | 12:21 PM CST
Date: _____

Sid Tool Co., Inc. dba MSC Industrial Supply
Signature on File
By: _____
David Haugh
Title: VP Government
11/18/2020 | 4:01 PM CST
Date: _____

Approved:
Signature on File
By: _____
Chad Coauette
Title: Executive Director/CEO
11/18/2020 | 4:05 PM CST
Date: _____



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0069-23

Agenda Date: 5/2/2023

Agenda #: 16.D.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND HR GREEN, INCORPORATED FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
CH 9/LEMONT ROAD-83RD STREET TO 87TH STREET
SECTION 16-00232-00-CH
(CONTRACT TOTAL NOT TO EXCEED \$611,540.05)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for improvements along CH 9/Lemont Road, from 83rd Street to 87th Street, Section 16-00232-00-CH; and

WHEREAS, HR Green, Incorporated (hereinafter CONSULTANT) has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed \$611,540.05; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and HR Green, Incorporated be hereby accepted and approved for a contract total not to exceed \$611,540.05 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to HR Green, Incorporated, 1391 Corporate Drive, Suite 203, McHenry, Illinois 60050, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and any associated Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax (bond) funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$611,540.05
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$611,540.05
	CURRENT TERM TOTAL COST: \$611,540.05	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: HR Green, Inc.	VENDOR #: 13235	DEPT: Division of Transportation	DEPT CONTACT NAME: William Eidson
VENDOR CONTACT: Todd Destree	VENDOR CONTACT PHONE: 815-385-1775	DEPT CONTACT PHONE #: 690-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: tdestree@hrgreen.com	VENDOR WEBSITE:	DEPT REQ #:	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Professional Construction Engineering Services for CH 9/Lemont Road from 83rd Street to 87th Street. Section number 16-00232-00-CH.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To provide construction engineering services for improvements along Lemont Road from 83rd Street to 87th Street, including resurfacing, intersection improvements, and rebuilding traffic signals at the 83rd and 87th Street intersections.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 25 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects and experience of key personnel. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by HR Green, Inc. was most qualified and had the staff available to perform the work on behalf of the County.
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 HR Green, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that HR Green Inc. is the most qualified. 3. Do not award a contract. Not recommended as the DOT does not possess the staff resources to perform this work and must contract for these services.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division:
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6900	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: HR Green	Vendor#: 13235-R02	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 420 N. Front Street	City: McHenry	Address:	City:
State: IL	Zip: 60050	State:	Zip:
Phone: 815-385-1778	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 9, 2023	Contract End Date (PO25): Nov 30, 2027
Contract Administrator (PO25): Kathleen Black Curcio			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		16-00232-00-CH	FY24	1500	3550	54040	LEMONT83 RD-87TH	600,000.00	600,000.00
2	1	EA		16-00232-00-CH	FY25	1500	3550	54040	LEMONT83 RD-87TH	11,540.05	11,540.05
FY is required, assure the correct FY is selected.										Requisition Total	\$ 611,540.05

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Engineering Services for CH 9/Lemont Road from 83rd Street to 87th Street. Section number 16-00232-00-CH.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed upon approval.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Email copy of PO to DOT.Finance@dupageco.org and joan.mcavoy2@dupageco.org
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND HR GREEN, INC.
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
CH9/LEMONT ROAD (83RD STREET to 87TH STREET)
SECTION NO. 16-00232-00-CH**

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of _____, 2023, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and HR Green, Inc., licensed to do business in the State of Illinois, with offices at 2363 Sequoia Drive, Suite 101, Aurora, Illinois 60506; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

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

WHEREAS, the COUNTY requires professional construction engineering services for CH 9/Lemont Road - 83rd Street to 87th Street, Section No. 16-00232-00-CH (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services for an amount not to exceed \$611,540.05; and

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

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

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

1.0 INCORPORATION AND CONSTRUCTION

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

2.0 SCOPE OF SERVICES

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

5.0 TIME FOR PERFORMANCE

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

6.0 DELIVERABLES

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

7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$611,540.05, as specified in Exhibit A attached hereto, which exhibit is hereby incorporated by reference. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For work performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein.

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

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

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

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

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

- 7.8 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

- 7.9 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to

the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

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

8.0 CONSULTANT'S INSURANCE

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

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

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

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

has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

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

9.0 INDEMNIFICATION

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

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

10.0 SATISFACTORY PERFORMANCE

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

11.0 BREACH OF CONTRACT

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

12.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

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

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

14.0 MODIFICATION OR AMENDMENT

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

15.0 TERM OF THIS AGREEMENT

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

16.0 TERMINATION

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

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

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

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

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

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

19.0 SEVERABILITY

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

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

20.0 GOVERNING LAW

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

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

21.0 NOTICES

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

HR Green, Inc.

1391 Corporate Drive, Suite 203

McHenry , IL 60050

ATTN: Todd Destree, P.E. CPESC

Senior Construction Project Manager

PHONE: 815.385.1775

EMAIL: tdestree@hrgreen.com

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Christopher C. Snyder, P.E.

Director of Transportation/County Engineer

PHONE: 630.407.6900

EMAIL: Christopher.Snyder@dupageco.org

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

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

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

24.0 ACCESS TO PROPERTY

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

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

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

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

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

If the COUNTY requires:

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

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

26.0 QUALIFICATIONS

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

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

COUNTY OF DUPAGE

HR GREEN, INC.

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Todd Destree, PE, CPESC
Vice President

ATTEST BY:

ATTEST BY:

Signature on File

Jean Kaczmarek
County Clerk

Signature

DIANE M weyde

Print Name

Admin Mgr.

Title

PHASE III - CONSTRUCTION ENGINEERING SCOPE OF SERVICES

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

The CONSULTANT further agrees:

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

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



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME HR Green
PRIME/SUPPLEMENT HR Green

DATE 04/06/23
PTB NO. _____

CONTRACT TERM 13 MONTHS
START DATE 9/1/2023
RAISE DATE 4/1/2024

OVERHEAD RATE 181.85%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

9/1/2023 - 4/1/2024

4/2/2024 - 10/1/2024

7
13

6
13

= 53.85%
= 1.0138

47.54%

1.38%

The total escalation for this project would be:



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME	<u>HR Green</u>	DATE	<u>04/06/23</u>
PRIME/SUPPLEMENT	<u>HR Green</u>		
PTB NO.	<u> </u>		

ESCALATION FACTOR	1.38%
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[illegible]



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

Firm HR Green
Route _____
Section 16-00232-00-CH
County DuPage
Job No. _____
PTB & Item _____

Date 04/06/23
Overhead Rate 181.85%
Complexity Factor 0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Pre-Construction	200	8,700.02	24,360.05				24,360.05	3.98%
Construction	3623	154,021.36	431,259.81	34,872.50	68,804.66		534,936.97	87.47%
Post-Construction	429	18,658.23	52,243.03				52,243.03	8.54%
TOTALS	4252	181,379.60	507,862.89	34,872.50	68,804.66	0.00	611,540.05	100.00%

Average Hourly Project Rates

Route
Section 16-00232-00-CH
County DuPage
Job No.
PTB/Item

Consultant HR Green

Date 04/06/23

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Pre-Construction			Construction			Post-Construction								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Admin. Office Manager	\$35.14	0																	
Construction Engineer I	\$31.63	0																	
Construction Engineer II	\$47.13	1899	44.66%	21.05	80	40.00%	18.85	1590	43.89%	20.69	229	53.38%	25.16						
Construction Engineer III	\$56.95	0																	
Sr. Con. Pro. Man. People Ma	\$76.04	114	2.68%	2.04				114	3.15%	2.39									
Construction Technician I	\$29.25	0																	
Construction Technician II	\$36.69	1519	35.72%	13.11				1359	37.51%	13.76	160	37.30%	13.68						
Construction Technician III	\$48.47	0																	
Staff Land Surveyor III	\$49.85	80	1.88%	0.94	40	20.00%	9.97				40	9.32%	4.65						
Accounting Specialist II	\$29.10	0																	
Admin. Assistant II	\$29.68	0																	
Intern	\$17.46	0																	
Construction Technician II	\$36.69	640	15.05%	5.52	80	40.00%	14.68	560	15.46%	5.67									
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TOTALS		4252	100%	\$42.66	200	100%	\$43.50	3623	100%	\$42.51	429	100%	\$43.49	0	0%	\$0.00	0	0%	\$0.00



Payroll Escalation Table
Fixed Raises
DLM 2.80

FIRM NAME Interra
PRIME/SUPPLEMENT _____

DATE 04/06/23
PTB NO. _____

CONTRACT TERM 13 MONTHS
START DATE 9/1/2023
RAISE DATE 4/1/2024

OVERHEAD RATE 1.33%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

9/1/2023 - 4/1/2024

4/2/2024 - 10/1/2024

7
13

6
13

= 53.85%
= 1.0138

47.54%

The total escalation for this project would be:

1.38%



**Illinois Department
of Transportation**

Payroll Rates

FIRM NAME	<u>Interra</u>	DATE	<u>04/06/23</u>
PRIME/SUPPLEMENT	<u></u>		
PTB NO.	<u></u>		

ESCALATION FACTOR	1.38%
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[illegible]

Firm	Interra
Route	
Section	16-00232-00-CH
County	DuPage
Job No.	
PTB & Item	

Date	04/06/23
Overhead Rate	1.33%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.80+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
QA Testing	387	18,886.06	52,880.96	15,923.70			68,804.66	100.00%
TOTALS	387	18,886.06	52,880.96	15,923.70	0.00	0.00	68,804.66	100.00%

Average Hourly Project Rates

Route
Section 16-00232-00-CH
County DuPage
Job No.
PTB/Item

Consultant Interra

Date 04/06/23

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates						QA Testing											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Staff Engineer	\$33.46	22	5.68%	1.90				22	5.68%	1.90									
Sr. Materials Technician	\$51.90	240	62.02%	32.19				240	62.02%	32.19									
QA Manager	\$53.73	22.5	5.81%	3.12				22.5	5.81%	3.12									
Sr. Admin. Assistant	\$29.40	20	5.17%	1.52				20	5.17%	1.52									
Principal Engineer/PM	\$81.10	22.5	5.81%	4.72				22.5	5.81%	4.72									
Pick Up Technician	\$34.54	60	15.50%	5.36				60	15.50%	5.36									
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TOTALS		387	100%	\$48.80	0	0%	\$0.00	387	100%	\$48.80	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

EXHIBIT B

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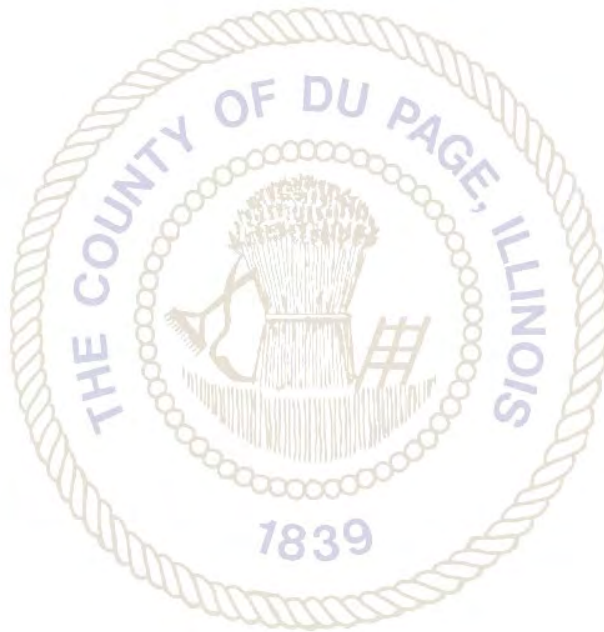


EXHIBIT C**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing****CONSULTANT:** HR Green, Inc.**PROJECT:** Lemont Road (83rd to 87th) Construction Engineering

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Administrative Office Manager	\$30.00	\$45.00	
Construction Engineer I	\$27.00	\$36.00	
Construction Engineer II	\$35.00	\$55.00	
Construction Engineer III	\$45.00	\$65.00	
Sr.Con.Proj.Man.- People Man	\$65.00	\$86.00	
Construction Technician I	\$25.00	\$38.00	
Construction Technician II	\$30.00	\$50.00	
Construction Technician III	\$40.00	\$60.00	
Staff Land Surveyor III	\$40.00	\$60.00	
Accounting Specialist II	\$25.00	\$36.00	
Administrative Assistant II	\$25.00	\$36.00	
Intern	\$16.00	\$23.00	
Project Coordinator	\$25.00	\$39.00	
Regional Director	\$70.00	\$86.00	

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

Signature of Authorized Agent
for CONSULTANT:**Signature on File**Date: 4/05/2023Todd Destree

Print Name

Approved By COUNTY:

William Eidson, Asst. County Engineer

Date: _____

EXHIBIT C**DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing****CONSULTANT:** Interra, Inc.**PROJECT:** Lemont Road Construction IDOT Contact 61J01
Section: 16-00232-00-CH

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

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

Signature of Authorized Agent **Signature on File**
for CONSULTANT:

Signature

Anshuman Balekai, Executive VP

Print Name

Date: 4/6/23

Approved By COUNTY:

William Eidson, Asst. County Engineer

Date: _____

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

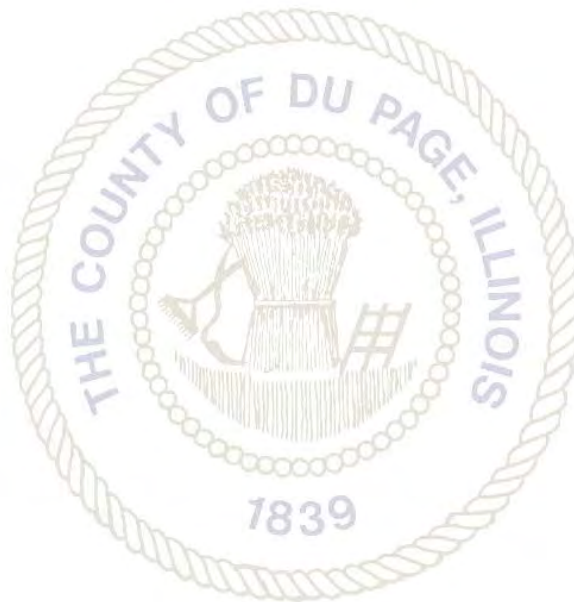


EXHIBIT D

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

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

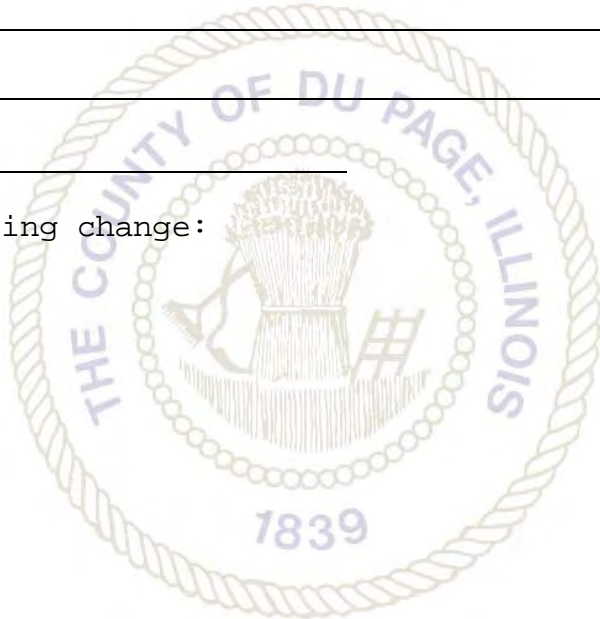
Section No. _____.

Position: _____

Person: _____

Effective date: _____

Reason for requesting change: _____



Proposed Replacement: _____
(attach resume)

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



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
HR Green, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date 04/05/23		

Consultant HR Green, 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"/>	536.5	\$65.00	\$34,872.50
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>			
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"/>			
<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"/> +		<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					\$34,872.50

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Prime Consultant Name	PTB Number	State Job Number(s)
HR Green, Inc.		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement Date <u>04/05/23</u>		

Consultant
Interra

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"/>	37.5	\$65.00	\$2,437.50
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>	80	\$25.94	\$2,075.20
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Testing of Soil Samples*	Actual cost (Provide breakdown of costs to the Department for approval)	<input type="checkbox"/>			
Lab Services*	Actual cost (Provide breakdown of cost for each lab service to the Department's PM for approval)	<input type="checkbox"/>	11,411	\$1.00	\$11,411.00
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"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			
Total Direct Cost					\$15,923.70

*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

Breakdown of Direct Costs

Lemont Road (87th to 83rd) IDOT Contract 61J01

Section: 16-0032-00-CH

Item	No.	Rate	Cost
Vehicle Days	37.5	\$ 65.00	\$ 2,437.50
Overtime Costs	80	\$ 25.94	\$ 2,075.20
Cylinders (4" x 8")	30	\$ 26.00	\$ 780.00
Air Voids	7	\$ 570.00	\$ 3,990.00
Extraction & Washed Gradation	7	\$ 325.00	\$ 2,275.00
HMA Cores	6	\$ 85.00	\$ 510.00
Tack Coat	8	\$ 52.00	\$ 416.00
Standard Proctor	3	\$ 270.00	\$ 810.00
Atterberg Limits	3	\$ 135.00	\$ 405.00
Grain Size with Hydrometer	3	\$ 245.00	\$ 735.00
Organic Content	3	\$ 160.00	\$ 480.00
Gradation (Wash)	3	\$ 220.00	\$ 660.00
Gauge Rental	7	\$ 50.00	\$ 350.00
		TOTAL	\$ 15,923.70



Required Vendor Ethics Disclosure Statement

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

Date: 03/30/2023

Bid/Contract/PO #: Lemont Road (83rd to 87th)
Construction Engineering

Company Name: HR Green, Inc	Company Contact: Todd Destree
Contact Phone: 815.509.9307	Contact Email: tdestree@hrgreen.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Todd Destree

Title Senior Construction Project Manager

Date 03/30/2023

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



Required Vendor Ethics Disclosure Statement

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

Date: Apr 26, 2023

Bid/Contract/PO #: 16-00232-00-CH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on File**

Printed Name Doppalapudi Sudhakar Rao

Title CEO

Date Apr 26, 2023

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



Transportation Requisition \$30,000 and Over

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

File #: DT-P-0070-23

Agenda Date: 5/2/2023

Agenda #: 16.E.

AWARDING RESOLUTION
ISSUED TO ALTORFER INDUSTRIES, INC.
TO FURNISH AND DELIVER CATERPILLAR REPAIR PARTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED \$30,000.00)

WHEREAS, a sole source quotation has been obtained in accordance with County Board policy; and

WHEREAS, the Transportation Committee recommends County Board approval for the issuance of a contract to Altorfer Industries, Inc., to furnish and deliver Caterpillar repair and replacement parts, as needed for the Division of Transportation, for the period May 14, 2023 through May 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Caterpillar repair and replacement parts, as needed for the Division of Transportation, for the period May 14, 2023 through May 31, 2024 is hereby approved for issuance to Altorfer Industries, Inc., 301 S. Mitchell Court, Addison, Illinois 60101, for a contract total not to exceed \$30,000.00.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/02/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$30,000.00
	CURRENT TERM TOTAL COST: \$30,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Altorfer Industries Inc.	VENDOR #: 30492	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Ric Diaz	VENDOR CONTACT PHONE: 630-516-4327	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: ric.diaz@altorfer.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-34	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). DOT Fleet is requesting a purchase order to Altorfer Industries, to furnish and deliver Caterpillar replacement parts and service on various County owned and operated caterpillar equipment. Effective May 14, 2023 through May 31, 2024, for a contract total not to exceed \$30,000.00, per 55 ILCS 5/5-1022 competitive bids (c) not suitable for competitive bids (direct replacement of compatible equipment parts) - Sole Source. • Shop: \$198 • Field: \$219 • Mileage: \$3.95 p/m • Parts are priced at 0% off list.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To purchase Caterpillar repair and replacement parts on various County owned operated equipment.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)

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

SECTION 3: DECISION MEMO

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

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE AUTHORIZED DISTRIBUTOR WHERE THE MANUFACTURER HAS ESTABLISHED TERRITORIES
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Altorfer Industries Inc, is authorized to sell and service Caterpillar equipment on various County owned and operated.
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. Yes
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. Attached letter confirms that Altorfer Industries, is the only authorized Caterpillar dealer in the Chicago-land area and other parts of the northern Illinois plus two counties in Indiana, near the Illinois border.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Altorfer Industries Inc.	Vendor#: 30492	Dept: Division of Transportation	Division: Accounts Payable
Attn: Ric Diaz	Email: ric.diaz@altorfer.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 301 S. Mitchell Court	City: Addison	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-516-4327	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Altorfer Industries Inc.	Vendor#: 30492	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 301 S. Mitchell Court	City: Addison	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60101	State: IL	Zip: 60187
Phone: 630-516-4327	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 14, 2023	Contract End Date (PO25): May 31, 2024
Contract Administrator (PO25): Roula Eikosidekas			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Caterpillar Replacement Parts	FY23	1500	3520	52250		10,000.00	10,000.00
2	1	EA		Caterpillar Service	FY23	1500	3520	53380		10,000.00	10,000.00
3	1	EA		Caterpillar Replacement Parts	FY24	1500	3520	52250		5,000.00	5,000.00
4	1	EA		Caterpillar Service	FY24	1500	3520	53380		5,000.00	5,000.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 30,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Caterpillar replacement parts and service on various County owned and operated caterpillar equipment - Sole Source.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Ric Diaz (ric.diaz@altorfer.com) Eric Pate (eric.pate@altorfer.com) Mike Figuray (michael.figuray@dupageco.org) William Bell (william.bell@dupageco.org)
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



April 19, 2023

DuPage County Division of Transportation
Attention: Roula Eikosidekas

To Whom It May Concern:

This confirms that Altorfer Industries Inc, is indeed the only authorized Caterpillar dealer in the Chicagoland area and other parts of northern Illinois plus two counties in Indianan near the Illinois border. Altorfer is authorized to sell and service Caterpillar equipment. Should you need any other information, please do not hesitate to call me.

The current labor rate for 2023 is as follows:

- **Shop: \$198**
- **Field: \$219**
- **Mileage: \$3.95 p/m**
- **Parts are priced at 0% off list.**

Regards,
Signature on File
Ric Diaz
Parts Manager
301 S Mitchell Ct | Addison, IL
Office: 630-489-0614
Ric.Diaz@Altorfer.com

DUPAGE COUNTY FLEET MAINTENANCE
180 N COUNTY FARM RD
WHEATON 60187

CUSTOMER NO.	CONTACT	PHONE NO.	PO NO.	WO NO
1170000				
QUOTE NO.	OPP NO.	DATE	EMAIL	
39050	242938	4/18/2023		
MAKE	MODEL	SERIAL NO.	UNIT NO.	
AA				
NOTES				

SEGMENT: 01 REPAIR MACHINE

NOTES:

QUOTE FOR SHOP HOURLY RATE. 2% SUPPLIES CHARGE WILL BE ADDED TO ALL LABOR QUOTES.

Parts

Total Parts: 0.00

Labor

Total Labor: 198.00

Misc

Total Misc: 0.00

Segment 01 Total: 198.00

SEGMENT: 02 REPAIR MACHINE

NOTES:

QUOTE FOR FIELD LABOR RATES 2% SUPPLIES CHARGE WILL BE ADDED TO ALL LABOR TRAVEL LABOR IS AT THE RATE ABOVE. MILEAGE IS AT \$3.95 PER MILE.

Parts

Total Parts: 0.00

Labor

Total Labor: 219.00

Misc

Total Misc: 0.00

Segment 02 Total: 219.00

Total Segments: 417.00

GRAND TOTAL 417.00

- This estimate will expire 30 days from the estimate date.
 - Please ask about Cat Financial Payment options.
 - Customer is responsible for all applicable taxes.
 - Based on Monday-Friday regular time labor rates.
 - If parts needed on emergency order basis, extra fees and expedited shipping cost may apply.
 - Any additional repairs found during the above work will be quoted at that time.
 - This estimate may include Remanufactured or Exchange components as noted.
 - The core charges and credits associated with these parts will be determined by using CATERPILLAR's Core Acceptance Guidelines.
 - Some core charges may qualify for full, partial or zero credit.
-

ESTIMATED REPAIR TIME: _____ from start date

"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ **Please Print.**

Date _____ / _____ / _____.

Signature

Any Questions? Please Call Andy Edwards at +18154892230.



Required Vendor Ethics Disclosure Statement

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

Date: 4/17/2023

Bid/Contract/PO #: _____

Company Name: <u>Altorfer Industries</u>	Company Contact: <u>Ric Diaz</u>
Contact Phone: <u>630-489-0900</u>	Contact Email: <u>ric.diaz@altorfer.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Ric Diaz

Title Parts Manager

Date 4/17/2023

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



Change Order

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

File #: 23-1674

Agenda Date: 5/2/2023

Agenda #: 16.B.

DT-P-0258A-22

**AMENDMENT TO RESOLUTION DT-P-0258-22
ISSUED TO COMPLETE FLEET SERVICES, INC.
TO FURNISH AND DELIVER
AUTOMOTIVE REPAIR AND REPLACEMENT PARTS
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(INCREASE \$2,529.99, + 8.43%)**

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-P-0258-22 on September 13, 2022, issued to Complete Fleet Services, Inc., to furnish and deliver automotive repair and replacement parts, as needed for the Division of Transportation, for the period September 14, 2022 through May 31, 2023; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation is \$30,000.00; and

WHEREAS, an increase in the amount of \$2,529.99 is necessary to process the final invoice; and

WHEREAS, the circumstances that necessitate the change in costs were not reasonably foreseeable at the time the contract was signed; and

WHEREAS, an adjustment in funding is in the best interest of the County as is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-P-0258-22 is amended to reflect a cost of \$32,529.99 instead of and in place of a costs of \$30,000.00, an increase of \$2,529.99, +8.43%.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

DOT 5/2
OB 5/9



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: Mar 28, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 6060-SERV	Original Purchase Order Date: Sep 6, 2022	Change Order #: 2	Department: Division of Transportation
Vendor Name: Complete Fleet Services		Vendor #: 40576	Dept Contact: Ying Liu Almanza
Background and/or Reason for Change Order Request:	Contract to repair for heavy duty trucks for the period 09/14/22 - 05/31/23. Increase LN3 \$2,529.99 to pay off the final invoice.		
IN ACCORDANCE WITH 720 ILCS 5/33E-9			

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

INCREASE/DECREASE		
A	Starting contract value	\$30,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$30,000.00
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$2,529.99
E	New contract amount (C + D)	\$32,529.99
F	Percent of current contract value this Change Order represents (D / C)	8.43%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	8.43%
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 ≥ \$2,500.00, or ≥ 10%, of current contract amount <input checked="" type="checkbox"/> Funding Source 1500-3520-53380	
<input type="checkbox"/> OTHER - explain below:	

yla	6911	Mar 28, 2023			
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>med</i>	Procurement Officer	Date	4/12/23
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: Apr 10, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation	Department Contact: Ying Llu Almanza
Contact Email: Ying.Almanza@dupageco.org	Contact Phone: 630-407-6911
Vendor Name: Complete Fleet Services	Vendor #: 40576

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

Contract for heavy truck repairs for the Division of Transportation Fleet Maintenance. Change order to increase contract \$2,529.99.

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

This contract is to provide maintenance repair on heavy duty diesel trucks and equipment. The current contract is for \$30,000 and is valid from 9/14/2022 through 5/31/2023. Due to the price inflation in heavy duty equipment parts, DOT is requesting an increase in this contract cover additional cost through 5/31/2023.

Strategic Impact

Quality of Life

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

Historically, Division of Transportations has budgeted \$30,000 a year for repairing and servicing heavy duty equipment. Due to the increase in heavy duty equipment parts, DOT is requesting an increase in this contract cover additional cost through 5/31/2023.

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

Lowest responsible, responsive bidder for 22-097-DOT.

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

Division of Transportation staff recommends the increase in order to continue to repair heavy duty equipments until the contract end date of 5/31/2023.

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.

There is sufficient funds for this increase in line FY23-1500-3520-53380.



Required Vendor Ethics Disclosure Statement

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

Date: 4/10/23

Bid/Contract/PO #:

Company Name: <u>Complete Fleet Services</u>	Company Contact: <u>Sean McLombos</u>
Contact Phone: <u>630-562-0245</u>	Contact Email: <u>Sean@CompleteFleetServices.net</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Sean McLombos

Title

Owner

Date

4/10/23

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



Change Order

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

File #: 23-1673

Agenda Date: 5/2/2023

Agenda #: 16.A.

DT-P-0193D-18

AMENDMENT TO RESOLUTION DT-P-0193C-18
ISSUED TO BLA, INC.
PROFESSIONAL DESIGN (PHASE II) ENGINEERING SERVICES
CH 9/LEMONT ROAD, FROM 83RD STREET TO 87TH STREET
SECTION 16-00232-00-CH
(CONTRACT INCREASE IN THE AMOUNT OF \$20,663.27; +3.84%)

WHEREAS, the DuPage County Board has heretofore approved and adopted Resolutions DT-P-0193C-18 on September 14, 2021, DT-P-0193B-18 on November 17, 2020, DT-P-0193A-18 on August 6, 2019, and DT-P-0193-18 on July 17, 2018 which awarded a contract to BLA, Inc., for Professional Design (Phase II) Engineering Services for improvements along CH 9/Lemont Road, from 83rd Street to 87th Street, Section 16-00232-00-CH (hereinafter "PROJECT"); and

WHEREAS, the current cost of the PROJECT to the County of DuPage, by and through the Division of Transportation, is \$537,447.92; and

WHEREAS, during the land acquisition process, additional property owner meetings and requirements to the proposed acquisition limits needed to be made, delaying the project letting requiring additional changes and updates to the plans, specifications and estimates of cost; and

WHEREAS, the additional funds are necessary to pay for this additional work; and

WHEREAS, the Transportation Committee recommends a change order to increase the funding in the amount of \$20,663.27.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0193C-18, issued to BLA, Inc., to increase the funding in the amount of \$20,663.27, resulting in an amended contract total amount of \$558,111.19; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and associated Illinois Department of Transportation BLR forms appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

DOT 512
CB 519



Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Apr 17, 2023

MinuteTraq (IQM2) ID #:

Purchase Order #: 3335-1-SERV	Original Purchase Order Date: Jul 17, 2018	Change Order #: 6	Department: Division of Transportation
Vendor Name: BLA, Inc.		Vendor #: 10796	Dept Contact: Kathleen Black Curcio
Background and/or Reason for Change Order Request:	Professional Design Engineering Services for improvements along CH 9/Lemont Road, from 83rd Street to 87th Street, Section No. 16-00232-00-CH. Increase LN2 \$20,663.27; Extend contract end date to November 30, 2024; Revise Sub-Consultants Exhibit C.		
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
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

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

DECISION MEMO REQUIRED

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

kbc	6892	Apr 17, 2023	<i>WLS</i>	4/19/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
REVIEWED BY (Initials Only)				
Buyer	Date	<i>ALCM</i>	Procurement Officer	Date 4/20/23
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: Apr 17, 2023

MinuteTraq (IQM2) ID #: _____

Department Requisition #: _____

Requesting Department: Division of Transportation - 1500	Department Contact: Kathleen Black Curcio
Contact Email: kathy.black@dupageco.org	Contact Phone: 6892
Vendor Name: BLA, Inc.	Vendor #: 10796

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

BLA, Inc. is requesting additional compensation for the design of the Lemont Road - 83rd Street to 87th Street improvements, Section 16-00232-00-CH. The additional cost to the contract will be \$20,663.27, with an extension to the contracts expiration date to November 30, 2024 and a revision to a sub-consultants Exhibit C.

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

In order to secure temporary and permanent land acquisition needs for the project, BLA, Inc. prepared exhibits and attended several additional meetings and site visits with property owners. Additionally, the delay in securing the land acquisition has caused the letting date to be delayed several times and BLA was needed to update the project plans, specifications and pay items to the most current version each time. None of this additional work was in BLA's original scope of services for the design contract.

Strategic Impact

Financial Planning

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

In order to complete design engineering for the Lemont Road project, it will be more cost effective to supplement BLA, Inc. They are in the best position to complete the project at the lowest cost to the County.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 52 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any sub-consultants, experience of key personnel, understanding of the project, experience on similar projects, and strategies/opportunities to ensure timely completion of the project. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by BLA, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An increase in the contract amount is the recommended course of action since BLA, Inc. has completed the design to date and is in the best position to perform this work. Hiring another consultant through the QBS process would delay the project letting.

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 DOT has sufficient funds in the FY23 budget to pay for this change order.



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: Apr 10, 2023

Bid/Contract/PO #: 16-00232-00-CH

Company Name: BLA, Inc	Company Contact: Dan Bruckelmeyer
Contact Phone: 630-438-6400	Contact Email: dbruckelmeyer@bla-inc.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
Friends of Deb Long	BLA, Inc.	CASH	1,000	3/27/2023

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

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

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

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

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

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

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

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

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

Authorized Signature **Signature on File**

Printed Name Dan Bruckelmeyer

Title CEO / President

Date Apr 10, 2023

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



Required Vendor Ethics Disclosure Statement

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

Date: Apr 10, 2023

Bid/Contract/PO #: 16-00232-00-CH

Company Name: AMES Engineering, Inc.	Company Contact: Ahsan Siddiqi
Contact Phone: 630-737-1987	Contact Email: ahsan.siddiqi@amesengineeringinc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature

Signature on File

Printed Name

Ahsan Siddiqi

Title

President

Date

Apr 10, 2023

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

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: AMES Engineering, Inc.

PROJECT: Lemont Road Design (83rd St. to 87th St.) Supplement 4

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Sr Electrical Engineer	\$56.65	\$70.00	Updated Max to allow for wage adjustments
Project Engineer	\$45.00	\$70.00	Updated Max to allow for wage adjustments
CADD Technician	\$36.05	\$50.00	Updated Max to allow for wage adjustments

Note: Maximum rate shall not exceed \$70.00 per hour.

Signature of Authorized Agent
for CONSULTANT:

Signature on File

Type Name: Ahsan Siddiqi

Date: 4/10/2023

Approved By COUNTY:

Date:



Transportation Resolution

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

File #: DT-R-0067-23

Agenda Date: 5/2/2023

Agenda #: 16.C.

RESOLUTION FOR THE CHAIR OF THE DUPAGE COUNTY BOARD
TO EXECUTE A LETTER OF UNDERSTANDING
WITH THE OAK BROOK POLICE DEPARTMENT
FOR ACCESS TO THE COUNTY'S CENTRAL SIGNAL SYSTEM

WHEREAS, the County of DuPage (hereinafter referred to as "COUNTY") and the Village of Oak Brook, through its Police Department (hereinafter referred to as "MUNICIPALITY") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et. seq.*) and the MUNICIPALITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/5-1-1 *et seq.*) are authorized to enter into agreements, contracts and letters of understanding; and

WHEREAS, the MUNICIPALITY has requested to monitor traffic operations utilizing the COUNTY'S traffic cameras and Ethernet-based traffic signal system, also known as the Central Signal System, to support its public safety responsibilities; and

WHEREAS, a Letter of Understanding, (hereinafter referred to as "LOU") has been prepared and is attached hereto which outlines the rights, responsibilities and/or requirements of the COUNTY and the MUNICIPALITY related to the video feeds; and

WHEREAS, The MUNICIPALITY is working with a third-party provider (hereinafter referred to as "PROVIDER"), to consolidate and integrate video feeds for access by the MUNICIPALITY; and

WHEREAS, since neither the COUNTY, MUNICIPALITY, nor the PROVIDER, (hereinafter referred as "PARTIES"), has experience integrating the Central Signal System network topology and the PARTIES desire to conduct a Pilot Program using the COUNTY's existing video cameras, to determine if this integration is feasible; and

WHEREAS, during the Pilot Program, the COUNTY will provide, at no cost, access to the County's Central Signal System Field Network to the MUNICIPALITY and the PROVIDER, including all necessary credentials to access the video cameras in and around the Village of Oak Brook, and any other cameras which the COUNTY may add to the Central Signal System.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chair of said Board is hereby directed and authorized to execute the attached LOU with the MUNICIPALITY; and

BE IT FURTHER RESOLVED by the DuPage County Board, that the County Engineer be hereby directed and authorized to execute amendments to the LOU, if during the Pilot Program, any additional cameras are installed by the COUNTY at any other locations; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and the Letter of Understanding be sent to the MUNICIPALITY, by and through the Division of Transportation.

Enacted and approved this 9th day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



DUPAGE COUNTY

Deborah A. Conroy
Chair

District 1

Cindy Cronin Cahill
Michael Childress
Sam Tornatore

District 2

Elizabeth Chaplin
Paula Deacon Garcia
Yeena Yoo

District 3

Lucy Chang Evans
Kari Galassi
Brian Krajewski

District 4

Grant Eckhoff
Lynn LaPlante
Mary FitzGerald Ozog

District 5

Sadia Covert
Dawn DeSart
Patty Gustin

District 6

Sheila Rutledge
Greg Schwarze
James Zay

DUPAGE COUNTY BOARD

April 13, 2023

Brian Strockis, Chief of Police
Oak Brook Police Department
1200 Oak Brook Road
Oak Brook, IL 60523

RE: **Letter of Understanding**
Municipality Access to County Traffic Cameras
Pilot Project

Dear Chief Strockis:

This Letter of Understanding (hereinafter referred to as "LOU"), executed in duplicate, has been prepared to outline the general understanding between the County of DuPage (hereinafter referred to as "County") and the Oak Brook Police Department (hereinafter referred to as "Municipality") (referred to individually as "Party" and together as "Parties"), with regard to the County providing access to its traffic cameras to the Municipality for purposes of conducting a Pilot Project to determine the capabilities and effectiveness of the system for the Parties' needs.

Whereas;

- The Municipality has requested to monitor traffic operations utilizing the County's traffic cameras and Ethernet-based traffic signal system, also known as the Central Signal System. The Municipality is interested in accessing the County's traffic video cameras to support its public safety responsibilities.
- The County desires to provide its video resources through its Central Signal System to other governmental agencies, including police departments, in the interest of supporting public safety.
- The Municipality is working with a third-party provider, Fusus (hereinafter referred to as "Provider"), to consolidate and integrate video feeds for access by the Municipality. Considering that neither Party, nor the Provider, have experience integrating the Central Signal System network topology, the Parties desire to conduct a Pilot Program using the County's existing video cameras.

Now, therefore, based upon the above recitals, the County and the Municipality agree to establish the following guidelines with regard to the Pilot Program.

- During the Pilot Program, the County will provide, at no cost, access to the County's Central Signal System Field Network to the Municipality and the Provider, including all necessary credentials to access the video cameras in and around the Village of Oak Brook.

- The County intends to restrict Municipality and Provider access to specific IP addresses.
- The County reserves the right to limit or revoke access to the County's Central Signal System for any individuals or entities if security concerns arise. In the event access is revoked, it will be reinstated when security concerns are resolved to the mutual satisfaction of the Chief of Police representing the Municipality and the County Engineer representing the County. Access to the County's Central Signal System during the Pilot Program will not be unreasonably withheld.
- In the current system configuration, all County owned cameras in the vicinity of the Village of Oak Brook operate on cellular modems. During the Pilot Program, the County will not allow the consistent use of streaming video by the Municipality or the Provider in order to minimize impacts to the County's cellular data plan and to minimize costs. The Municipality and Provider will be allowed to access the video to support active observation as needed for public safety purposes. The exception to this restriction is that the County will consent to a limited duration test by the Municipality and the Provider for purposes of evaluating their ability to utilize streaming video through the County's system. This testing period will be limited to a maximum of five (5) consecutive calendar days, with the option for a subsequent testing period, if required, to confirm the system operations. Additional testing periods for streaming video may be allowed by the County at its sole discretion. The schedule for the testing periods will be mutually agreed upon by the Parties.
- The County is unable to guarantee full-time operations of its Central Signal System or video cameras. System operations are subject to a variety of conditions and may be impacted by necessary maintenance or modifications to the County's Central Signal System, third-party damage to the Central Signal System infrastructure, operations and maintenance of other agencies' traffic signal equipment utilized by the system, and other circumstances. The County will make a reasonable effort to restore operations through its maintenance contract(s) and will request other entities to restore service as quickly as possible.

It is the intent of the Parties to establish a long-term video connection to the mutual benefit of both agencies under a future Intergovernmental Agreement (IGA). The terms of said connection would be dependent on the results of the Pilot Program and on the completion of the County's Central Signal System Expansion Project #4. Nothing in this LOU requires the Parties to establish a future IGA for video connections.

The Pilot program will include the following camera locations in the vicinity of the Municipality that are in operation at the time of LOU execution:

- 31st Street/Oak Brook Road at Jorie Boulevard
- 31st Street/Oak Brook Road at IL Route 83 Ramps
- Summit Avenue at 14th Street

Any additional cameras that are installed as part of the County's Central Signal System subsequent to LOU execution may be added to the Pilot Program upon mutual agreement by the representatives of the Municipality and County identified above without modification of this LOU.

The Pilot Program will extend for 24 months from the date of final execution of this LOU by both parties or until such time that either Party exercises the termination clause or until it is replaced by an IGA or a superseding Letter of Understanding, whichever comes first.

Either Party may terminate this LOU with ninety (90) days' notice made in writing to the counterparty.

Please confirm your concurrence with the above understanding by countersigning, dating and returning one original. If you have any questions, please contact our Assistant County Engineer Bill Eidson at 630-407-6890 to discuss.

Sincerely,

Deborah A. Conroy, Chair
DuPage County Board

Date: _____

Attest: _____
Jean Kaczmarek, County Clerk

Date: _____

CONCUR: _____
Brian Strockis
Chief of Police

DATE: _____

cc: Christopher Snyder
Bill Eidson
Theresa Smith

WCE/ljt