



# DU PAGE COUNTY

## Transportation Committee

### Draft Meeting Minutes 2

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

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Tuesday, May 16, 2023

10:00 AM

Room 3500B

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1. CALL TO ORDER

MOTION TO ALLOW REMOTE PARTICIPATION

2. ROLL CALL

<b>PRESENT</b>	Chaplin, Evans, Ozog, and Tornatore
<b>ABSENT</b>	Covert
<b>REMOTE</b>	Zay

3. CHAIR'S REMARKS - CHAIR OZOG

4. PUBLIC COMMENT

5. APPROVAL OF MINUTES

5.A. [23-1760](#)

DuPage County Transportation Committee Minutes-Regular Meeting-Tuesday May 2, 2023.

**Attachments:** [SummaryMinutes of 5.2.23](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

6. PROCUREMENT REQUISITIONS

6.A. [23-1692](#)

Recommendation for the approval of a contract to Knapheide Equipment Co. - Chicago, to furnish and deliver Force America Parts, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$25,000, per bid 22-085-DOT, first of three (3) one-year renewals.

**Attachments:** [Knapheide Checklist](#)  
[Knapheide Bid Tab](#)  
[Knapheide Pricing](#)  
[Knapheide Renewal](#)  
[Knapheide Vendor Ethics](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

6.B. [DT-P-0071-23](#)

Recommendation for the approval of a contract to Complete Fleet Services, Inc., for on-call repair service and repair parts for diesel trucks and plows, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$30,000; per bid 22-097-DOT, first of three renewals.

**Attachments:** [Complete Fleet Checklist](#)  
[Complete Fleet Bid Tab](#)  
[Complete Fleet Pricing](#)  
[Complete Fleet Renewal](#)  
[Complete Fleet Vendor Ethics](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

6.C. [DT-P-0072-23](#)

Recommendation for the approval of a contract to Kevin's Auto & Diesel Repair, for on-call repair service and repair parts for trucks and plows, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total not to exceed \$30,000; per bid 22-097-DOT, the first of three (3) renewals.

**Attachments:** [Kevin's Checklist](#)  
[Kevin's Bid Tab](#)  
[Kevin's Pricing](#)  
[Kevin's Renewal](#)  
[Kevin's Vendor Ethics](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

6.D. [DT-P-0073-23](#)

Recommendation for the approval of a contract to PreCise MRM, LLC, for Fleet Tracking Equipment and Service Agreement, for the Division of Transportation, for the period of June 1, 2023 through May 31, 2024, for a contract total not to exceed \$34,000;

per 55 ILCS 5/5-1022(c) “not suitable to competitive bids” (Sole Source-Software manufacturer and sole maintenance/update provider).

**Attachments:**     [PreCise Checklist](#)  
                               [PreCise Quote](#)  
                               [PreCise Sole Source Letter](#)  
                               [PreCise Vendor Ethics](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

6.E.     [DT-P-0074-23](#)

Recommendation for the approval of a contract to Compass Minerals America, Inc., to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, for a contract total amount of \$1,331,270; per lowest responsible bid 23-057-DOT, subject to three (3) one-year renewals.

**Attachments:**     [Compass Minerals Checklist](#)  
                               [Compass Minerals Bid Tab](#)  
                               [Compass Minerals Pricing](#)  
                               [Compass Minerals Vendor Ethics](#)

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

6.F.     [DT-P-0075-23](#)

Recommendation for the approval of a contract to Gonzalez Companies, LLC., to provide professional construction engineering services, upon request of the Division of Transportation, for the period of May 23, 2023 through November 30, 2025, for a contract total not to exceed \$500,000; professional services (Architects, Engineers & 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.

**Attachments:**     [Gonzalez Agreement](#)  
                               [Gonzalez Checklist](#)  
                               [Gonzalez Vendor Ethics](#)  
                               [Sanchez Vendor Ethics](#)  
                               [Primera Vendor Ethics](#)

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

6.G. [DT-P-0076-23](#)

Recommendation for the approval of a contract to Tecma Associates, Inc., for professional construction engineering services for various improvements, Section 23-CENGR-12-EG, for the period of May 23, 2023 through November 30, 2025, for a contract total not to exceed \$500,000; professional services (Architects, Engineers & Land Surveyors) vetted through a qualification-based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et.seq.

**Attachments:** [Tecma Agreement](#)  
[Tecma Checklist](#)  
[Tecma Vendor Ethics](#)

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

7. **CHANGE ORDERS**

7.A. [23-1691](#)

DT-R-0211A-22 - Amendment to DT-R-0211-22, issued to Utility Dynamics Corporation, for the Street Lighting Improvements along Fabyan Parkway, section 22-00210-05-TL, to increase the funding in the amount of \$625.72, resulting in an amended contract total of \$105,240.42, an increase of 0.60%.

**Attachments:** [Utility Dynamics Requisition](#)  
[Utility Dynamics Supporting Data](#)  
[Utility Dynamics Vendor Ethics](#)

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

7.B. [23-1709](#)

DT-R-0382A-22 – Amendment to Resolution DT-R-0382-22 between the County of DuPage and R. W. Dunteman for the Milton Township Lambert Road improvements; (Correction of Project Section Number).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

MOTION TO COMBINE ITEMS

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

- 7.C. [23-1701](#)  
Ozinga Ready Mix Concrete - Decrease & Close PO #5766

**Attachments:** [Ozinga Change Order.pdf](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

- 7.D. [23-1703](#)  
Plote Construction - Decrease & Close PO #5763

**Attachments:** [Plote Change Order](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

- 7.E. [23-1704](#)  
Vulcan Inc. - Decrease & Close PO #5767

**Attachments:** [Vulcan Change Order](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

- 7.F. [23-1733](#)

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American Surveying & Engineering-Contract Extension PO # 3731-1-SERV.

**Attachments:**     [American Surveying & Engineering Change Order](#)  
                              [American Surveying & Engineering Decision Memo](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

7.G.     [23-1734](#)

Atlas Engineering Group, Ltd.-Contract Extension PO # 4284-1-SERV.

**Attachments:**     [Atlas Engineering Group Change Order](#)  
                              [Atlas Engineering Group Decision Memo](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

7.H.     [23-1735](#)

Christopher Burke Engineering, Ltd.-Contract Extension PO # 5203-1-SERV.

**Attachments:**     [CBBEL Change Order](#)  
                              [CBBEL Decision Memo](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

7.I.     [23-1736](#)

Ciorba Group-Contract Extension PO # 5339-1-SERV.

**Attachments:**     [Ciorba Group Change Order](#)  
                              [Ciorba Group Decision Memo](#)

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

7.J.     [23-1737](#)

Epstein-Contract Extension PO # 5299-1-SERV.

**Attachments:** [Epstein Change Order](#)  
[Epstein Decision Memo](#)

**RESULT:** APPROVED  
**MOVER:** Mary Ozog  
**SECONDER:** Liz Chaplin

7.K. [23-1745](#)

FGM Architects, Inc.-Contract Extension PO # 5300-1-SERV.

**Attachments:** [FGM Architects Change Order](#)  
[FGM Architects Decision Memo](#)

**RESULT:** APPROVED  
**MOVER:** Mary Ozog  
**SECONDER:** Liz Chaplin

7.L. [23-1746](#)

Knight E/A, Inc.-Contract Extension PO # 4557-1-SERV.

**Attachments:** [Knight EA Change Order](#)  
[Knight EA Decision Memo](#)

**RESULT:** APPROVED  
**MOVER:** Mary Ozog  
**SECONDER:** Liz Chaplin

**8. INTERGOVERNMENTAL AGREEMENTS**

8.A. [DT-R-0069-23](#)

Intergovernmental Agreement between the County of DuPage and the Wayne Township Road District, for the 2023 Road Maintenance Program, Section 23-07000-01-GM (No County Cost).

**Attachments:** [Wayne Township Agreement](#)

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

**9. ORDINANCES**

9.A. [DT-O-0051-23](#)

Recommendation to Repeal DTo-16-88-The DuPage County Fair Share Transportation Impact Fee Ordinance and Adopt the DuPage County Fair Share Transportation Impact Fee Administration Ordinance.

**Attachments:** [DuPage County Fair Share Transportation Impact Fee Administration Ordinance](#)

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

**10. TRAVEL REQUESTS**

MOTION TO COMBINE ITEMS

**RESULT:** APPROVED  
**MOVER:** Mary Ozog  
**SECONDER:** Liz Chaplin

10.A. [23-1724](#)

Vehicle Maintenance Supervisor to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (2 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

**Attachments:** [VMS IPSI Travel Request](#)

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

10.B. [23-1725](#)

Project Engineer to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (1 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

**Attachments:**     [PE IPSI Travel Request](#)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.C. [23-1726](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (1 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

**Attachments:**     [HECL IPSI Travel Request](#)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.D. [23-1727](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (3 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

**Attachments:**     [HECL 2 IPSI Travel Request](#)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.E. [23-1728](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (3 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

**Attachments:**     [HECL 3 IPSI Travel Request](#)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

10.F. [23-1729](#)

Heavy Equipment Crew Leader to travel to Effingham, Illinois from October 1, 2023 through October 6, 2023 to attend the Illinois Public Service Institute Focus on Service Excellence (2 of 3) to provide training in the areas of supervisory skills, leadership development and service excellence. Expenses to include Registration, Transportation, Lodging and Meals, for an estimated County cost of \$1,855.64.

**Attachments:**     [HECL 4 IPSI Travel Request](#)

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	Liz Chaplin

- 11. **OLD BUSINESS**
- 12. **NEW BUSINESS**
- 13. **ADJOURNMENT**



# Minutes

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1760**

**Agenda Date: 5/16/2023**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Transportation Committee

### Draft Summary

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

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**Tuesday, May 2, 2023**

**10:00 AM**

**Room 3500B**

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**1. CALL TO ORDER**

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

**2. ROLL CALL**

<b>PRESENT</b>	Chaplin, Covert, Ozog, Tornatore, and Zay
<b>ABSENT</b>	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.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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).

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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).

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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%.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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%.

<b>RESULT:</b>	APPROVED AND SENT TO FINANCE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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.

<b>RESULT:</b>	APPROVED AT COMMITTEE
<b>MOVER:</b>	Mary Ozog
<b>SECONDER:</b>	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.



## Transportation Requisition under \$30,000

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1692

**Agenda Date:** 5/16/2023

**Agenda #:** 6.A.

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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 #: #22-085-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$25,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$100,000.00
	CURRENT TERM TOTAL COST: \$25,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Knapheide Equipment Co. - Chicago	VENDOR #: 40594	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brett Wise	VENDOR CONTACT PHONE: 815-766-1658	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: bwise58@knapheide.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-38	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  DOT Maintenance is requesting a purchase order to Knapheide Equipment, to furnish and deliver Force America Parts. Effective June 1, 2023 through May 31, 2024, for a contract total not to exceed \$25,000.00, per low bid #22-085-DOT - this contract will be the first of three renewals.  • (20%) off list price/market basket.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To purchase Force America parts, to repair County owned and operated vehicles.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

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

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Knapheide Equipment Co. - Chicago	Vendor#: 40594	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brett Wise	Email: bwise58@knapheide.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 2600 W. IL Route 120	City: McHenry	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60051-4563	State: IL	Zip: 60187
Phone: 815-766-1658	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Knapheide Equipment Co. - Chicago	Vendor#: 40594	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 2600 W. IL Route 120	City: McHenry	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60051-4563	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
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		Force America Parts	FY23	1500	3520	52250		12,500.00	12,500.00
2	1	EA		Force America Parts	FY24	1500	3520	52250		12,500.00	12,500.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 25,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Force America Parts, for the Fleet Department - this will be the first of three renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Brett Wise, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**THE COUNTY OF DUPAGE**  
**FINANCE - PROCUREMENT**  
**FORCE AMERICA PARTS 22-085-DOT**  
**BID TABULATION**



			<b>Knapheide Equipment Co.</b>	
NO.	ITEM	BASE COST	PERCENTAGE ADJUSTMENT (+/-) OFF LIST PRICE	EXTENDED PRICE
1	Force America Repair and Replacement Parts	\$30,000.00	-20%	\$ 24,000.00
			<b>GRAND TOTAL</b>	<b>\$ 24,000.00</b>

NOTES

Bid Opening 08/02/22 @ 2:30 PM	NE, SJ
Invitations Sent	25
Total Vendors Requesting Documents	2
Total Bid Responses	1

**SECTION 8 - MANDATORY FORM  
FORCE AMERICA PARTS 22-085-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Knapheide Equipment Company-Chicago		
Main Business Address	2600 W IL Route 120		
City, State, Zip Code	McHenry, IL 60051-4563		
Telephone Number	815-766-1658	Email Address	bwise58@knapheide.com
Bid Contact Person	Brett Wise		

The undersigned certifies that he is:

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

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

<p>_____</p> <p align="center">(President or Partner)</p>	<p align="center"><b>Signature on File</b></p> <p align="right"><i>- General Manager</i></p> <p align="center">_____</p> <p align="center">(Vice-President or Partner)</p>
<p>_____</p> <p align="center">(Secretary or Partner)</p>	<p>_____</p> <p align="center">(Treasurer or Partner)</p>

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

Addenda No. \_\_, \_\_\_\_, \_\_\_\_, and \_\_\_\_ issued thereto.

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

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

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

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

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

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

**SECTION 6 - BID FORM PRICING**

Any value shown is estimated only and are provided for bid canvassing purposes. Contractor will provide either a Firm mark-up or discount to manufacture list prices. All parts pricing shall be FOB (freight pre-paid) and added to 180 N. County Farm Road, Wheaton, IL 60187.

No	Description	Base Cost	Percentage Adjustment (+/-) off List Price	Extended Price
1	Force America Repair and Replacement Parts	\$ 30,000.00	- 20 %	\$ 24,000.00
Grand Total				\$ 24,000.00
Grand Total (In Words) <b>Twenty Four Thousand and Zero Cents</b>				

SECTION 7 - BID FORM SIGNATURE PAGE

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

X Signature on File General Manager  
(Signature and Title)

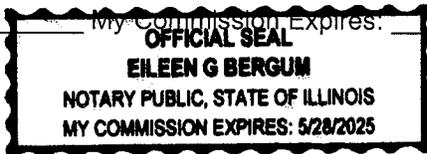
CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 25 day of July AD, 20 22

Signature on File

(Notary Public)



SEAL

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

**CONTRACT ADMINISTRATION INFORMATION:**

<b>CORRESPONDENCE TO CONTRACTOR:</b>		<b>REMIT TO CONTRACTOR:</b>	
NAME	Kapheide Equipment Co-Chicago	NAME	
CONTACT	Brett Wise	CONTACT	
ADDRESS	2600 W Route 120	ADDRESS	
CITY ST ZIP	McHenry IL 60051-4563	CITY ST ZIP	
TX	815-766-1658	TX	
FX		FX	
EMAIL	bwise58@knapheide.com	EMAIL	
<b>COUNTY BILL TO INFORMATION:</b>		<b>COUNTY SHIP TO INFORMATION:</b>	
DuPage County Department of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193 EMAIL: kathy.black@dupageco.org		DuPage County Department of Transportation 180 N. County Farm Road Wheaton, IL 60187	

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



**AMENDMENT FOR CONTRACT RENEWAL**

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and KNAPHEIDE EQUIPMENT CO - CHICAGO, located at 2600 W. IL Route 120, McHenry, IL 60051 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-085-DOT which became effective on 09/13/2022 and which will expire 05/31/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 05/31/2024.

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

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

**Signature on File**

\_\_\_\_\_  
SIGNATURE

*Brett D. Wise*

PRINTED NAME

*Muni/Utility Sales Rep*

PRINTED TITLE

*4/7/2023*

DATE

\_\_\_\_\_  
SIGNATURE

Donna Weidman

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



# Required Vendor Ethics Disclosure Statement

Date: 4/7/2023

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

Bid/Contract/PO #: 22-085-DOT

Company Name: <u>Knapheide Truck Equipment</u>	Company Contact: <u>Brett Wise</u>
Contact Phone: <u>872-276-0027</u>	Contact Email: <u>bwise58@knapheide.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 Brett D. Wise

Title Man / Utility Sales Rep

Date 4/7/2023

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

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**File #:** DT-P-0071-23

**Agenda Date:** 5/16/2023

**Agenda #:** 18.F.

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AWARDING RESOLUTION  
ISSUED TO COMPLETE FLEET SERVICES, INC.  
TO FURNISH AND DELIVER  
AUTOMOTIVE REPAIR AND REPLACEMENT PARTS  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL AMOUNT \$30,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Complete Fleet Services, Inc., for on-call repair service and repair parts for diesel trucks and plows, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver automotive repair and replacement parts, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, is hereby approved for issuance to Complete Fleet Services, Inc., 27W026 St. Charles Road, Carol Stream, Illinois 60188, for a contract total amount of \$30,000.00.

Enacted and approved this 23rd 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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #22-097-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$120,000.00
	CURRENT TERM TOTAL COST: \$30,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Complete Fleet Services, Inc	VENDOR #: 40576	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Sean McCombs	VENDOR CONTACT PHONE: 630-562-0245	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: sean@completefleetservice.net	VENDOR WEBSITE:	DEPT REQ #: 23-1500-36	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).			
DOT Fleet is requesting a purchase order to Complete Fleet Service, to service repair on Heavy Duty Diesel Trucks & Equipment on as-needed basis. Effective June 1, 2023 through May 31, 2024, for a contract total not to exceed \$30,000.00, per low bid #22-097-DOT, this contract will be the first of three renewals.			
<ul style="list-style-type: none"> <li>- Regular Labor Rates for Repairs (Monday-Friday 7:00a.m. - 4:00p.m.) @ \$165.00/hourly.</li> <li>- OT Labor Rates for Repairs ( Saturday &amp; before 7:00a.m. after 4:00p.m.) @ \$190.00/hourly.</li> <li>- Premium Rates for Repairs (Sundays &amp; Holidays) @ \$220.00/hourly.</li> <li>- Markup (+40%) off Catalog List Price on Repair Parts.</li> <li>- Vehicle Pickup and Drop Off for Service @ \$50.00/each.</li> </ul>			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
To service repair and replacement parts, to repair County owned and operated vehicles.			

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

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Complete Fleet Services, Inc	Vendor#: 40576	Dept: Division of Transportation	Division: Accounts Payable
Attn: Sean McCombs	Email: sean@completefleetservices.net	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 27W026 St. Charles Road	City: Carol Stream	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60188	State: IL	Zip: 60187
Phone: 630-675-5076	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Complete Fleet Services, Inc	Vendor#: 40576	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email: service@completefleetservices.net	Attn: William Bell	Email: william.bell@dupageco.org
Address: 27W026 St. Charles Road	City: Carol Stream	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60188	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
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		Service Repair Heavy Duty Diesel Trucks and Equipment	FY23	1500	3520	53380		15,000.00	15,000.00
2	1	EA		Service Repair Heavy Duty Diesel Trucks and Equipment	FY24	1500	3520	53380		15,000.00	15,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 30,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To service repair Heavy Duty Diesel Trucks and Equipment for the Fleet Department - first of three renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO to: Sean McCombs, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
MAINTENANCE AND REPAIR HEAVY DUTY DIESEL TRUCKS AND EQUIPMENT 22-097-DOT  
BID TABULATION**

			✓	✓
			COMPLETE FLEET SERVICES	KEVIN'S AUTO & DIESEL REPAIR
<b>LABOR RATE FOR REPAIRS</b>				
NO.	ITEM	UNIT	PRICE	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ 165.00	\$ 115.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ 190.00	\$ 115.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ 220.00	\$ 135.00
<b>ADJUSTMENT FROM STANDARD PRICE LIST</b>				
NO.	ITEM	Percentage Adjustment (+/-) off List Price		Percentage Adjustment (+/-) off List Price
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	+40%		-5%
<b>PICK UP AND DROP OFF</b>				
NO.	ITEM	UNIT	PRICE	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00	\$ 50.00
<b>NOTES</b>				

Bid Opening 08/30/22 @ 2:30 PM	NE, VC
Invitations Sent	36
Total Vendors Requesting Documents	1
Total Bid Responses	2

**SECTION 7 - BID FORM PRICING**

<b>LABOR RATE FOR REPAIRS</b>			
ALL OVERTIME AND PREMIUM TIME WORK MUST BE PRE-APPROVED BY DUPAGE COUNTY.			
NO.	ITEM	UNIT	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ 165.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ 190.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ 220.00
<b>ADJUSTMENT FROM STANDARD PRICE LIST</b>			
The adjustment should show the change from the catalog list in effect.			
NO.	ITEM	UNIT	ADJUSTMENT FROM LIST PRICE
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	PERCENT	40 %
<b>PICK UP AND DROP OFF</b>			
NO.	ITEM	UNIT	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00

Promptness of Repairs - Maximum number of days before repairs will be started 2 Days.

SECTION 8 - BID FORM SIGNATURE PAGE

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

X Signature on File

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this 30<sup>th</sup> day of August AD, 2022  
Signature on File

(Notary Public)

My Commission Expires: 04/03/23



SEAL

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Complete Fleet Services	NAME	Complete Fleet Services
CONTACT	Sean McCombs	CONTACT	Ryan McCombs
ADDRESS	27W026 St. Charles Rd	ADDRESS	27W026 St. Charles Road
CITY ST ZIP	Carol Stream, IL 60188	CITY ST ZIP	Carol Stream, IL 60188
TX	630-675-5076	TX	630-662-0245
FX		FX	
EMAIL	Sean@CompleteFleetServices.net	EMAIL	service@CompleteFleetServices.net
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Department of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Department of Transportation 180 N. County Farm Road Wheaton, IL 60187	

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



**AMENDMENT FOR CONTRACT RENEWAL**

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and COMPLETE FLEET SERVICES, INC., located at 27W026 ST CHARLES ROAD, CAROL STREAM, IL 60188 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-097-DOT which became effective on 09/14/2022 and which will expire 05/31/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 05/31/2024.

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

**CONTRACTOR**

**THE COUNTY OF DUPAGE**

**Signature on File**

Sean McLombs

PRINTED NAME

OWNER

PRINTED TITLE

9/10/23

DATE

SIGNATURE

Donna Weidman

PRINTED NAME

Buyer II

PRINTED TITLE

DATE



# 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 McLombs</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 Signatory

Signature on File

Printed Name

Sean McLombs

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)



Transportation Requisition \$30,000 and Over

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

---

**File #:** DT-P-0072-23

**Agenda Date:** 5/16/2023

**Agenda #:** 18.C.

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AWARDING RESOLUTION  
ISSUED TO KEVIN'S AUTO & DIESEL REPAIR  
TO FURNISH AND DELIVER  
AUTOMOTIVE REPAIR AND REPLACEMENT PARTS  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL AMOUNT \$30,000.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Kevin's Auto & Diesel Repair, to furnish and deliver automotive repair and replacement parts, as needed for the Division of Transportation, for the period June 1<sup>st</sup>, 2023 through May 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver automotive repair and replacement parts, as needed for the Division of Transportation, for the period June 1<sup>st</sup>, 2023 through May 31, 2024, is hereby approved for issuance to Kevin's Auto & Diesel Repair, 119 West Home Avenue, Villa Park, Illinois 60181, for a contract total amount of \$30,000.00.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #22-097-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$70,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$160,000.00
	CURRENT TERM TOTAL COST: \$30,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Kevin's Auto & Diesel Repair	VENDOR #: 32250	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Brian Steder	VENDOR CONTACT PHONE: 630-501-1926	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: kevinsautodiesel@gmail.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-35	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).			
DOT Fleet is requesting a purchase order to Kevin's Auto & Diesel Repair, to service repair on Heavy Duty Diesel Trucks & Equipment. Effective June 1, 2023 through May 31, 2024, for a contract total not to exceed \$30,000.00, per low bid #22-097-DOT, this contract will be the first of three renewals.			
<ul style="list-style-type: none"> <li>- Regular Labor Rates for Repairs (Monday-Friday 7:00 a.m. - 4:00 p.m.) @ \$115.00/hourly.</li> <li>- OT Labor Rates for Repairs ( Saturday &amp; before 7:00 a.m. after 4:00 p.m.) @ \$115.00/hourly.</li> <li>- Premium Rates for Repairs (Sundays &amp; Holidays) @ \$135.00/hourly.</li> <li>- Discount (-5%) off Catalog List Price on Repair Parts.</li> <li>- Vehicle Pickup and Drop Off for Service @ \$50.00/each.</li> </ul>			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished			
To service repair and replacement parts, to repair County owned and operated vehicles.			

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

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Kevin's Auto & Diesel Repair	Vendor#: 32250	Dept: Division of Transportation	Division: Accounts Payable
Attn: Brian Steder	Email: kevinsautodiesel@gmail.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 119 W. Home Avenue	City: Villa Park	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60181	State: IL	Zip: 60187
Phone: 630-501-1926	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Kevin's Auto & Diesel Repair	Vendor#: 32250	Dept: Division of Transportation	Division: Fleet Department
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address: 119 W. Home Avenue	City: Villa Park	Address: 180 N. County Farm Road	City: Wheaton
State: IL	Zip: 60181	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
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		Service Repair Heavy Duty Diesel Trucks and Equipment	FY23	1500	3520	53380		25,000.00	25,000.00
2	1	EA		Service Repair Heavy Duty Diesel Trucks and Equipment	FY24	1500	3520	53380		5,000.00	5,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 30,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To service repair Heavy Duty Diesel Trucks and Equipment for the Fleet Department - first of three renewals.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Brian Steder, William Bell and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**THE COUNTY OF DUPAGE  
FINANCE - PROCUREMENT  
MAINTENANCE AND REPAIR HEAVY DUTY DIESEL TRUCKS AND EQUIPMENT 22-097-DOT  
BID TABULATION**

			✓	✓
			COMPLETE FLEET SERVICES	KEVIN'S AUTO & DIESEL REPAIR
<b>LABOR RATE FOR REPAIRS</b>				
NO.	ITEM	UNIT	PRICE	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ 165.00	\$ 115.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ 190.00	\$ 115.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ 220.00	\$ 135.00
<b>ADJUSTMENT FROM STANDARD PRICE LIST</b>				
NO.	ITEM	Percentage Adjustment (+/-) off List Price		Percentage Adjustment (+/-) off List Price
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	+40%		-5%
<b>PICK UP AND DROP OFF</b>				
NO.	ITEM	UNIT	PRICE	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00	\$ 50.00
<b>NOTES</b>				

Bid Opening 08/30/22 @ 2:30 PM	NE, VC
Invitations Sent	36
Total Vendors Requesting Documents	1
Total Bid Responses	2



**SECTION 7 - BID FORM PRICING**

<b>LABOR RATE FOR REPAIRS</b> ALL OVERTIME AND PREMIUM TIME WORK MUST BE PRE-APPROVED BY DUPAGE COUNTY.			
NO.	ITEM	UNIT	PRICE
1	LABOR RATE FOR REPAIRS Regular Time: Monday – Friday 7:00 a.m.- 4:00 p.m.	HOUR	\$ \$115.00
2	LABOR RATE FOR REPAIRS Overtime: Saturdays & before 7:00 a.m.- after 4:00 p.m.	HOUR	\$ \$115.00
3	LABOR RATE FOR REPAIRS Premium Time: Sundays and Holidays	HOUR	\$ \$135.00
<b>ADJUSTMENT FROM STANDARD PRICE LIST</b> The adjustment should show the change from the catalog list in effect.			
NO.	ITEM	UNIT	ADJUSTMENT FROM LIST PRICE
4	DISCOUNT (-) OR MARK-UP (+) FOR REPLACEMENT PARTS	PERCENT	-5 %
<b>PICK UP AND DROP OFF</b>			
NO.	ITEM	UNIT	PRICE
5	VEHICLE PICK UP AND DROP OFF SERVICE	EACH	\$ 50.00

Promptness of Repairs - Maximum number of days before repairs will be started 1 Days.

**SECTION 8 - BID FORM SIGNATURE PAGE**

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



*Office Manager / Secretary*

CORPORATE SEAL  
(If available)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SEAL

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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Kevin's Auto & Diesel Repair	NAME	Kevin's Auto & Diesel Repair
CONTACT	Brian Steder	CONTACT	Brian Steder
ADDRESS	119 W Home Ave	ADDRESS	119 W Home Ave
CITY ST ZIP	Villa Park, IL 60181	CITY ST ZIP	Villa Park, IL 60181
TX	630-501-1926	TX	630-501-1926
FX	630-359-3538	FX	630-359-3538
EMAIL	kevinsautodiesel@gmail.com	EMAIL	kevinsautodiesel@gmail.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Department of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6193		DuPage County Department of Transportation 180 N. County Farm Road Wheaton, IL 60187	

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



## AMENDMENT FOR CONTRACT RENEWAL

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This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and KEVIN'S AUTO & DIESEL REPAIR., located at 119 West Home Avenue, Villa Park, IL 60181 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #22-097-DOT which became effective on 09/14/2022 and which will expire 05/31/2023. The contract is subject to a first of three options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 05/31/2024.

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

### CONTRACTOR

### THE COUNTY OF DUPAGE

[REDACTED]

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

**Brian Steder**

**Nickon Etminan**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

**Office Manager**

**Buyer II**

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
PRINTED TITLE

**4/6/2023**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



# Required Vendor Ethics Disclosure Statement

Date: 4/6/2023

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name: <b>Kevin's Auto &amp; Diesel Repair</b>	Company Contact: <b>Brian Steder</b>
Contact Phone: <b>630-501-1926</b>	Contact Email: <b>kevinsautodiesel@gmail.com</b>

### 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 **Brian Steder** \_\_\_\_\_  
 Title **Office Manager** \_\_\_\_\_  
 Date **4/6/2023** \_\_\_\_\_

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

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**File #:** DT-P-0073-23

**Agenda Date:** 5/16/2023

**Agenda #:** 18.B.

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AWARDING RESOLUTION  
ISSUED TO PRECISE MRM, LLC  
FOR FLEET TRACKING EQUIPMENT AND SERVICE AGREEMENT  
FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL NOT TO EXCEED \$34,000.00)

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 Precise MRM, LLC for Fleet Tracking Equipment and Service Agreement, for the Division of Transportation, for the period June 1<sup>st</sup>, 2023 through May 31<sup>st</sup>, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract for Fleet Tracking Equipment and Service Agreement, for the Division of Transportation, for the period June 1<sup>st</sup>, 2023 through May 31<sup>st</sup>, 2024, is hereby approved for issuance to PreCise MRM, LLC, 501 East Cliff Road, Burnsville, Minnesota 55337, for a contract total not to exceed \$34,000.00.

Enacted and approved this 23rd 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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: Sole Source	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$34,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$34,000.00
	CURRENT TERM TOTAL COST: \$34,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: PreCise MRM LLC	VENDOR #: 33036	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Bob Lowe	VENDOR CONTACT PHONE: 208-323-7141	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: blowe@preciserm.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-37	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  DOT Maintenance is requesting a service agreement contract with PreCise MRM LLC. This software will help track locations for DOT Vehicles along with Salt and Liquid usage for our fleet of snow plows. Software also integrates into our GIS software providing operational awareness for winter operations. Effective June 1, 2023 through May 31, 2024, for a contract total not to exceed or \$34,000 - Sole Source.  • Fee \$22/month/asset.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished  To track location and usage of vehicles and equipment for the Division of Transportation to improve efficiency.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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.

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOFTWARE MANUFACTURER AND SOLE MAINTENANCE/UPDATE PROVIDER
<b>NECESSITY AND UNIQUE FEATURES</b>	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.  PreCise MRM is a Force America Company and the only GPS provider integrated into Force America spreader controls.
<b>MARKET TESTING</b>	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
<b>AVAILABILITY</b>	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.  The sole source letter attached dated (4/13/23) that PreCise MRM, is the sole source/single supplier for Force America GPS and PreCise GPS hardware.

### SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: PreCise MRM LLC	Vendor#: 33036	Dept: Division of Transportation	Division: Accounts Payable
Attn: Bob Lowe	Email: blowe@precisemrm.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 501 East Cliff Road	City: Burnsville	Address: 421 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 208-323-7141	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: PreCise MRM LLC	Vendor#: 33036	Dept: Division of Transportation	Division: Highway Maintenance
Attn:	Email:	Attn: David Koehler	Email: david.koehler@dupageco.org
Address: 501 East Cliff Road	City: Burnsville	Address: 140 N. County Farm Road	City: Wheaton
State: MN	Zip: 55337	State: IL	Zip: 60187
Phone: 208-323-7141	Fax:	Phone: 630-407-6926	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
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		Service Agreement Contract	FY23	1500	3510	53090		17,000.00	17,000.00
2	1	EA		Service Agreement Contract	FY24	1500	3510	53090		17,000.00	17,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 34,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. A service agreement with PreCise this will help track location, usage and performance on vehicles for the DOT.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to Bob Lowe, David Koehler and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



**PreCise MRM LLC.**  
A subsidiary of FORCE America, Inc.  
501 East Cliff Road  
Burnsville, MN 55337  
(888) 449-0357

# E-Mail

**Date:** 4/26/23

**Total Pages (including cover):**4

**To:** DuPage County Div of Transportation  
421 N County Farm Rd  
Wheaton IL 60187-3978  
USA

**Attn:**

**Email:** blowe@precisemrm.com

**From:** PreCise MRM LLC  
1601 Airport Road  
Waukesha WI 53188-2460  
USA  
sales@precisemrm.com

**Phone Number:**888-449-0357

**FAX Number:**952-252-3740

**Subject:** PreCise: DuPage County, IL 04/26/2023

**Message:**



**PreCise MRM LLC.**  
 A subsidiary of FORCE America, Inc.  
 501 East Cliff Road  
 Burnsville, MN 55337  
 (888) 449-0357

# Sales Quotation

**QUOTE**  
**QT200-1004811-2**

DATE  
 4/26/2023  
 PAGE  
 2 OF 4

**SOLD TO**  
**680064**  
**DuPage County Div of Transportation**  
 421 N County Farm Rd  
 Wheaton IL 60187-3978  
 USA

**SHIP TO**  
**241985**  
**DuPage County Div of Transportation**  
 140 N County Farm Rd  
 Wheaton IL 60187-3905  
 USA

<b>Expiration Date:</b> 6/5/2022 <b>Customer Ref.:</b> DuPage County, IL <b>Customer P/O:</b> <b>Customer Contact:</b> <b>Payment Terms:</b> Net 30 Days <b>Sales Rep:</b> Lowe, Bobby J <b>F.O.B.:</b> Meridian, ID	<b>Ship From: PreCise MRM LLC</b> <b>Site 180</b> 1601 Airport Road Waukesha WI 53188-2460 USA
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**NOTES**

Pricing updated: 4/26/2023

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
1	<b>1177379 Rev. A</b> IX-84-GV, ELD Device with Verizon SIM IX-84-GV	1	EA	165.00	165.00
2	<b>1126969 Rev. A</b> IX-84 J1939 Harness IX-84-J1939	1	EA	45.00	45.00
3	<b>1176824 Rev. B</b> Finassy - IX101-D-VZW IX-101-D-VZW	1	EA	265.00	265.00
4	<b>1176831 Rev. B</b> Finassy - IX403-DV VZW IX-403-DV	1	EA	575.00	575.00
5	<b>1015317</b> Cable Ext IO Serial Ix201/301/302/403 2260006, PreCise INSP - 2260006	1	EA	55.00	55.00
6	<b>1015318</b> Cable, External, I/O Breakout, PreCise INSP - 2260007	1	EA	30.00	30.00
7	<b>1015403</b> Cable, Serial, Male to Female, 6Ft 54505A001	1	EA	8.00	8.00
8	<b>1015448</b> Key, I-Button, Black, Event Logging, 5100 9873A001	1	EA	100.00	100.00

Continued



**PreCise MRM LLC.**  
 A subsidiary of FORCE America, Inc.  
 501 East Cliff Road  
 Burnsville, MN 55337  
 (888) 449-0357

## Sales Quotation

QUOTE #: QT200-1004811-2  
 CUSTOMER: 680064  
 DATE: 4/26/2023  
 PAGE: 3 OF 4

	PRODUCT / DESCRIPTION	QTY	U/M	PRICE	EXTENSION
9	<b>1015422 Rev. A</b> PreCise Hydac PSI Switch 6950009	1	EA	205.00	205.00
10	<b>1101852 Rev. B</b> Tilt Switch W/ Bracket, REV. B 6950006	1	EA	65.00	65.00
11	<b>1125394 Rev. A</b> ARC Wireless Sensor with Display and Power Cable ARC-WTS-DS-H2	1	EA	750.00	750.00
12	<b>1125395 Rev. A</b> ARC Wireless Sensor with Display, Power/Output Cable ARC-WTS-DS-H1	1	EA	820.00	820.00
13	<b>1125398 Rev. B</b> ARC Wired Sensor with Display and Power/Output Cable ARC-TS-DS-H1-H4	1	EA	925.00	925.00
14	<b>1117640 Rev. D</b> Air and Road Temperature Sensor, Wireless (Sensor Only) ARC-WTS	1	EA	525.00	525.00
15	<b>1117643 Rev. C</b> Air and Road Temperature Sensor, Wired (Sensor Only) INSP - ARC-TS	1	EA	575.00	575.00
16	<b>1117644 Rev. C</b> Air and Road Temperature Sensor, Display ARC-DS	1	EA	185.00	185.00
17	<b>1117275</b> Harness, PreCise, ARC Sensor, Display, Power/Output Cable ARC-H1	1	EA	110.00	110.00
18	<b>1117276</b> Harness, PreCise, ARC Sensor, Display, Power Cable ARC-H2	1	EA	40.00	40.00
19	<b>1111108 Rev. A</b> 5MB Flat Data Plan US with NAF C-US-5MB	1	EA	22.00	22.00
***** Prices Are Not Guaranteed And Are Subject To Change Lead Times & Delivery Dates Are Based Upon Current Information And Are Subject to Change Unless Otherwise Noted, Prices Do Not Include Freight *****					
Accepted By: _____			<b>MERCHANDISE TOTAL:</b> \$5,465.00 <b>MISC CHARGE:</b> \$0.00 <b>TAX:</b> \$0.00 <b>QUOTE TOTAL:</b> \$5,465.00		
Date: _____					

Questions about your order? Contact us by phone at 888-449-0357 or email us at sales@precisemrm.com

**PRECISE MRM LLC  
TERMS AND CONDITIONS**

**Acceptance:** These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by PreCise MRM LLC and/or its subsidiaries and divisions (collectively "Seller"). These Terms and Conditions shall control over any conflicting terms and condition set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

**Delays in Delivery:** Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation delays by suppliers or materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

**Damage or Loss in Transit:** All risk of loss shall pass to Buyer at the time of delivery of the goods. Deliver of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

**Warranties:** Seller warrants that any goods sold by Seller to Buyer shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER TO BUYER. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Exclusive Remedy:** If within the aforementioned one-year warranty period, any goods sold by Seller are proven by Buyer to be defective to Seller's reasonable satisfaction, then such defective goods shall be repaired or replaced, at Seller's sole option. THIS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER. BUYER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE ENTITLED TO RECOVER ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

**Payment:** Buyer shall pay Seller's invoices within thirty (30) days of receipt. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

**Security Interest:** To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

**Freight Terms:** All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

**Returned Goods:** Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

**Taxes and Other Charges:** Buyer shall be responsible for paying any taxes, duties, fees, or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

**Legal Action:** These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Minnesota law. Any action relating to or arising out of any contact for the sale of goods by Seller to Buyer shall be venued in state or federal court in Minnesota. Buyer consents to the personal jurisdiction of Minnesota courts and waives any defense that venue in Minnesota is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.



04/13/23  
PreCise MRM  
Bob Lowe  
1311 E Franklin Road Suite 101/102  
Meridian, ID 83642

DuPage County, IL:

PreCise MRM is a leading provider of advanced GPS devices and robust telematics software. PreCise MRM is also a market leader in providing mobile/air road temp sensors. PreCise MRM is an innovative provider of fleet management and telematics technologies for mobile equipment markets. PreCise MRM provides products that track everything from the activity and status of your equipment's accessories to the speed and location of your vehicles. PreCise MRM products provide a unique combination of ruggedized, made in the USA, GPS hardware with leading-edge, software and services.

PreCise MRM provides fleet management solutions utilizing the latest in mobile and GPS technology to improve productivity and cost effectiveness to the on-off highway market. The solution is a combination of rugged hardware and web-based software designed to dramatically improve the visibility and control over mobile resources. From basic location and speed information to complex data coming from intelligent onboard devices, PreCise products capture, stores and transmits data to a user-friendly interface, viewable from anywhere in the world via a secure internet connection.

PreCise MRM, a FORCE America company, is the only GPS provider integrated into the FORCE America spreader controls. PreCise MRM is embedded into the 6100 Gen 5 controls (part of the controller) and built into the 6100 Gen2-4 and 5100ex controls. FORCE America designed specific baud rates to function with the 5100 controls/6100 controls. Every version of firmware FORCE America comes out with for all controls is specifically designed and tested to ensure data integrity with PreCise MRM, a FORCE America company.

PreCise MRM is the sole source/single supplier for PreCise monthly fees and GPS hardware.

- Monthly fees to DuPage County, IL: **\$22.00/month/asset**

Sincerely,  
**Signature on File**

Bob Lowe  
National Sales Manager, PreCise MRM  
208-323-7141  
[blowe@preciserm.com](mailto:blowe@preciserm.com)



# Required Vendor Ethics Disclosure Statement

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

Date: 04/13/23

Bid/Contract/PO #: 5854-SERV

Company Name: PreCise MRM	Company Contact: Bob Lowe
Contact Phone: 208-323-7141 office 208-850-7739 cell	Contact Email: blowe@precisemrm.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

Bobby James Lowe

Title

PreCise MRM National Sales Manager

Date

04/13/2023

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



## Transportation Requisition \$30,000 and Over

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

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**File #:** DT-P-0074-23

**Agenda Date:** 5/16/2023

**Agenda #:** 18.G.

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AWARDING RESOLUTION  
ISSUED TO COMPASS MINERALS AMERICA, INC.  
TO FURNISH AND DELIVER BULK ROCK SALT  
AS NEEDED FOR THE DIVISION OF TRANSPORTATION  
(CONTRACT TOTAL AMOUNT \$1,331,270.00)

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

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Compass Minerals America, Inc., to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver bulk rock salt, as needed for the Division of Transportation, for the period June 1, 2023 through May 31, 2024, is hereby approved for issuance to Compass Minerals America, Inc., 9900 West 109<sup>th</sup> Street, Suite 100, Overland Park, KS 66210, for a contract total amount of \$1,331,270.00, per lowest responsible bid #23-057-DOT, subject to three (3) one-year renewals.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

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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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #: #23-057-DOT	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$1,331,270.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,325,080.00
	CURRENT TERM TOTAL COST: \$1,331,270.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Compass Minerals America Inc.	VENDOR #:	DEPT: Division of Transportation	DEPT CONTACT NAME: Roula Eikosidekas
VENDOR CONTACT: Sean Lierz	VENDOR CONTACT PHONE: 800-323-1641 option 2	DEPT CONTACT PHONE #: 630-407-6920	DEPT CONTACT EMAIL: roula.eikosidekas@dupageco.org
VENDOR CONTACT EMAIL: highwaygroup@compassminerals.com	VENDOR WEBSITE:	DEPT REQ #: 23-1500-43	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.).  DOT is requesting a purchase order to Compass Minerals, to furnish and deliver Bulk Rock Salt for the (2023 & 2024) winter snow season on as-needed basis. Effective June 1, 2023 through May 31, 2024, for a contract total not to exceed \$1,331,270.00, per low quote #23-057-DOT, this contract is subject to three (3) one-year renewals.  - \$78.31 @ 17,000/tons. - \$83.31 @ units cost per ton for quantities between 131% and 150% of projected usage.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Bulk Rock Salt is a deicer used for the removal of snow and ice on DuPage County maintained roadways.			

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

<b>SECTION 3: DECISION MEMO</b>	
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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	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: Compass Minerals America Inc	Vendor#: 20877	Dept: Division of Transportation	Division: Accounts Payable
Attn: Sean Lierz	Email: highwaygroup@compassminerals.com	Attn: Kathy Curcio	Email: DOTFinance@dupageco.org
Address: 9900 West 109th St., Suite 100	City: Overland Park	Address: 421 N. County Farm Road	City: Wheaton
State: KS	Zip: 66210	State: IL	Zip: 60187
Phone: 800-323-1641 option 2	Fax:	Phone: 630-407-6892	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Compass Minerals America Inc	Vendor#:	Dept: Division of Transportation	Division: Hwy Maintenance
Attn: Chantal Tedesco	Email: pinnellc@compassminerals.com	Attn: Jason Walsh	Email: jason.walsh@dupageco.org
Address: PO Box 277043	City: Atlanta	Address: 140 N. County Farm Road	City: Wheaton
State: GA	Zip: 30384	State: IL	Zip: 60187
Phone: 919-344-9284	Fax:	Phone: 630-407-6925	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
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	1000	EA		Bulk Rock Salt	FY23	1500	3510	52270		78.31	78,310.00
2	16000	EA		Bulk Rock Salt	FY24	1500	3510	52270		78.31	1,252,960.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 1,331,270.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. To furnish and deliver Bulk Rock Salt for DOT during the (2023 & 2024) winter snow and ice season.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Email Approved PO's to: Sean Lierz, Jason Walsh, David Koehler and Mike Figuray.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. see above.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



THE COUNTY OF DUPAGE  
 FINANCE - PROCUREMENT  
 BULK ROCK SALT 23-057-DOT  
 BID TABULATION

✓

NO.	ITEM	UOM	QTY	Compass Minerals		Morton Salt		Cargill	
				PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
<b>GROUP 1: FOR DELIVERY TO DUPAGE COUNTY DIVISION OF TRANSPORTATION</b>									
1	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 80% - 130% OF PROJECTED USAGE	TON	17,000.00	\$ 78.31	\$ 1,331,270.00	\$ 79.10	\$ 1,344,700.00	\$ 91.25	\$ 1,551,250.00
2	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
<b>GROUP 2A: FOR EARLY DELIVERY TO TOWNSHIPS/MUNICIPALITIES</b>									
3	BULK ROCK SALT	TON	6,000.00	\$ 78.31	\$ 469,860.00	\$ 79.10	\$ 474,600.00	\$ 91.25	\$ 547,500.00
<b>GROUP 2B: FOR STANDARD DELIVERY TO TOWNSHIPS/MUNICIPALITIES</b>									
4	BULK ROCK SALT	TON	55,320.00	\$ 78.31	\$ 4,332,109.20	\$ 79.10	\$ 4,375,812.00	\$ 91.25	\$ 5,047,950.00
5	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
				<b>GRAND TOTAL</b>	<b>\$ 6,133,239.20</b>		<b>\$ 6,195,112.00</b>		<b>\$ 7,146,700.00</b>

NOTES

Bid Opening 5/1/2023 @ 2:30 PM	DW,NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	3

**SECTION 9 - MANDATORY FORM  
BULK ROCK SALT 23-057-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc.		
Main Business Address	9900 W. 109th St.		
City, State, Zip Code	Overland Park, KS 66210		
Telephone Number	800-323-1641	Email Address	highwaygroup@compassminerals.com
Bid Contact Person	Sean Lierz, Sr. Manager Highway Sales		

The undersigned certifies that he is:

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

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

<u>Kevin S. Crutchfield, President and CEO</u> (President or Partner)	<u>Jon Schnieders, Vice President Highway and Chemical</u> (Vice-President or Partner)
<u>Mary L. Frontczak - Corporate Secretary</u> (Secretary or Partner)	<u>James Vanderwel - Treasurer</u> (Treasurer or Partner)

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

Addenda No. 1, 2, \_\_\_\_\_, and \_\_\_\_\_ issued thereto.

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

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

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

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

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

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

**SECTION 7 - BID FORM PRICING REVISION #2**

**GROUP 1- DUPAGE COUNTY**

All Product shall be shipped F.O.B. Destination to 140 N. County Farm Road, Wheaton, IL 60187, or 7900 S. Rt. 53, Woodridge, IL 60517, or 7245 Janes Avenue, Woodridge IL 60517.

**STANDARD DELIVERY** - Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a date that shall be mutually agreed upon between the customer and the vendor. This will be handled at no additional charge to the County.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	17,000	\$ 78.31	\$ 1,331,270.00
<b>GRAND TOTAL GROUP 1</b>					
(In words) One Million, Three Hundred Thirty One Thousand and Two Hundred and Seventy Dollars.					

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 83.31 PER TON

**SHIPPING AND BILLING INFORMATION FOR GROUP 1:**

<b>BILL TO ADDRESS:</b>	<b>SHIP TO ADDRESS:</b>
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 <a href="mailto:DOTFinance@dupageco.org">DOTFinance@dupageco.org</a>	DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 <a href="mailto:Jason.Walsh@dupageco.org">Jason.Walsh@dupageco.org</a>
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 <a href="mailto:DOTFinance@dupageco.org">DOTFinance@dupageco.org</a>	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 <a href="mailto:Jason.Walsh@dupageco.org">Jason.Walsh@dupageco.org</a>
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 <a href="mailto:DOTFinance@dupageco.org">DOTFinance@dupageco.org</a>	Village of Woodridge Public Works Attn: Jason Walsh 7425 Janes Avenue Woodridge, IL 60517 TX: (630) 407-6925 <a href="mailto:Jason.Walsh@dupageco.org">Jason.Walsh@dupageco.org</a>

**GROUP 2 – TOWNSHIPS/MUNICIPALITIES**

Product shall be shipped F.O.B. Destination to the locations listed. Each Township/Municipality will make an independent determination on which contractor it will enter into an agreement with.

**GROUP 2A – EARLY DELIVERY – 100% Confirmed quantities.** Delivery by November 30<sup>th</sup>. See table below for list of participating Townships/Municipalities along with delivery locations and estimated quantities.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	6,000	\$ 78.31	\$ 469,860.00
<b>GRAND TOTAL GROUP 2A</b> (In words) Four Hundred Sixty-Nine Thousand, Eight Hundred and Sixty Dollars.					

**GROUP 2B – STANDARD DELIVERY –** See Statement of Work for list of participating Township/Municipalities along with delivery locations and estimated quantities.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	55,320	\$ 78.31	\$ 4,332,109.20
<b>GRAND TOTAL GROUP 2B</b> (In words) Four Million, Three Hundred Thirty Two Thousand and One Hundred Nine Dollars and Twenty Cents					

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 83.31 PER TON

**GROUP 2C – BULK TREATED SALT** – 100% confirmed quantities. Treated salt is an optional purchase. Please provide name, active deicing chemicals, and unit pricing for bulk treated rock salt products. Additional product documentation or promotional material should be included with bid submittal.

Total estimated annual quantities between all participating Townships/Municipalities is 600 tons.

PRODUCT NAME	ACTIVE DEICING CHEMICALS	UOM	QTY	UNIT PRICING
ThawRox	Sodium Chloride, Magnesium Chloride and or Calcium Chloride. See SDS included in Bid Packet	TON	1	\$ 98.31
		TON	1	\$
		TON	1	\$
		TON	1	\$

**GROUP 2 TOWNSHIP/MUNICIPALITY LIST AND QUANTITIES**

The following is a list of Group 2 Townships/Municipalities, along with their estimated quantities for Groups 2A, 2B, and 2C.

Group 2A: Confirmed Quantities – Delivery is no later than 11/30/2023.

Group 2B: 80-130% Estimated Quantities – Standard Delivery

Group 2C: 80-130% Estimated Quantities – Standard Delivery

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	700	0
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W Jeffrey Drive Addison, IL 60101-4331	TON	0	2,200	0
Aurora, City of	44 E. Downer Place Aurora, IL 60507	<b>Site 1:</b> City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 <b>Site 2:</b> 2112 Montgomery Rd Aurora, IL 60504	TON	0	7,500	0
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	<b>Site 1:</b> 1150 Bittersweet Drie Bartlett, IL 60103 <b>Site 2:</b> 315 E. Devon Ave. Bartlett, IL 60103	TON	0	600	0
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St Bensenville, IL 60106	TON	0	600	0
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,500	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
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Bloomingtondale, Village of	201 S. Bloomingtondale Rd Bloomingtondale, IL 60108	305 Glen Ellyn Road Bloomingtondale, IL 60108	TON	0	1,300	0
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	1,700	0
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	600	0
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	0	700	300
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200	0
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	4,000	0	0
DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120	0
Elmhurst, City of	209 N York St, Elmhurst, IL 60126	985 S Riverside Dr, Elmhurst, IL 60126	TON	0	2,500	0
Glen Ellyn, Village of	30 S Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,700	0
Hanover Park, Village of	2121 W Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	600	0
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200	0
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800	0
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,200	0
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	3,200	0
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,200	0
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400	0
Naperville, City of	180 Fort Hill Drive, Naperville, IL 60540	<u>Site 1</u> : 180 Fort Hill Drive, Naperville, IL 60540 <u>Site 2</u> : 3816 Plainfield/Naperville Rd Naperville	TON	0	6,000	0
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	500	0
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	2,000	3,000	0
Villa Park, Village of	20 S Ardmore Ave Villa Park, IL	729 N Ardmore Ave Villa Park, IL 60181	TON	0	600	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Warrenville, City of	3S258 Manning Avc. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300	0
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	300	0
West Chicago, City of	475 Main St. West Chicago, IL 60185	<b>Site 1:</b> 135 W. Grandlake Blvd. West Chicago, IL <b>Site 2:</b> 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	2,000	0
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800	0
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	2,000	0
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	900	300
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	500	0
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	600	0
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 OR 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	1,700	0
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000	0
<b>TOTAL TONS</b>				<b>6,000</b>	<b>55,320</b>	<b>600</b>

SECTION 8 - BID FORM SIGNATURE PAGE

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

Signature on File



\_\_\_\_\_  
- Director US Highway Sales  
le)

CORPORATE SEAL  
(If available)

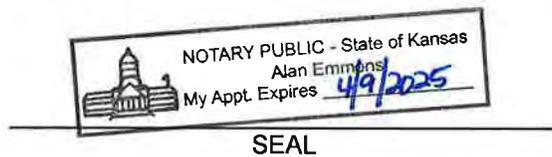
BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 27th day of April AD, 20 23

Signature on File

My Commission Expires: 4/9/2025

(Notary Public)



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

**CONTRACT ADMINISTRATION INFORMATION:**

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Compass Minerals America Inc.	NAME	Compass Minerals America Inc.
CONTACT	Sean Lierz	CONTACT	Chantal Tedesco
ADDRESS	9900 W. 109th St.	ADDRESS	PO Box 277043
CITY ST ZIP	Overland Park, KS 66210	CITY ST ZIP	Atlanta, GA 30384
TX	800-323-1641 option 2	TX	913-344-9284
FX	913-338-7945	FX	913-338-7945
EMAIL	highwaygroup@compassminerals.com	EMAIL	pinnellc@compassminerals.com

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

(FREIGHT INCLUDED IN PRICE)

## VENDOR ETHICS DISCLOSURE



### 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: 4/27/2023

Bid/Contract/PO #: Bulk Road Salt 23-057-DOT

Company Name: <u>Compass Minerals America Inc.</u>	Company Contact: <u>Sean Lierz</u>
Contact Phone: <u>800-323-1641</u>	Contact Email: <u>highwaygroup@compassminerals.com</u>

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
Sean Lierz, Sr. Manager Highway Sales	800-323-1641 Option 2	highwaygroup@compassminerals.com
Joel Gerdes, Director US Highway Sales	800-323-1641 Option 2	highwaygroup@compassminerals.com
Brenda Blunt, Customer Experience Specialist Tier 4	800-323-1641 Option 1	highwaygroup@compassminerals.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/>

Signature on File

I hereby acknowledge I understand these requirements.

Authorized Signature

Printed Name

Joel Gerdes

Title

Director US Highway Sales

Date

4/27/2023

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-0075-23

Agenda Date: 5/16/2023

Agenda #: 18.E.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS  
AND GONZALEZ COMPANIES, LLC.  
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES  
UPON REQUEST OF THE DIVISION OF TRANSPORTATION  
SECTION 23-CENGR-13-EG  
(CONTRACT TOTAL NOT TO EXCEED \$500,000.00)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services, upon request of the Division of Transportation, Section 23-CENGR-13-EG; and

WHEREAS, Gonzalez Companies, LLC. (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 \$500,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and the CONSULTANT be hereby accepted and approved for a contract total not to exceed \$500,000.00 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Gonzalez Companies, LLC., 1402 Branding Avenue, Suite 365, Downer's Grove, Illinois 60515, by and through the Division of Transportation.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND GONZALEZ COMPANIES, LLC.  
FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES  
UPON REQUEST - VARIOUS LOCATIONS  
SECTION #23-CENGR-13-EG**

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 60187 (hereinafter referred to as the COUNTY) and Gonzalez Companies, Inc., Ltd., licensed to do business in the State of Illinois, with offices at 1401 Branding Avenue, Suite 365, Downers Grove, IL 60515; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**RECITALS**

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

WHEREAS, the COUNTY requires professional construction engineering services for various county highway improvements upon request (hereinafter referred to as "Work Orders"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services upon request for a total amount not to exceed \$500,000.00; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance and transportation projects are required to conform to the Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure that the contractor complies with the Stormwater Ordinance in the event a Work Order necessitates this scope of work; and

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 Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference and construction engineering services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary clearances for work requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits.

## 7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$500,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For 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 based on individual approved Work Order(s) with a not to exceed amount if noted in the Work Order. 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.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 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 to the Work Order. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in each week (Sunday-Saturday) on the Work Order.

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 visiting the Illinois Department of Labor web site at <http://www2.illinois.gov/idol/> or calling 312-793-2800. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.7 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. Separate invoices shall be submitted for each approved Work Order and shall 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 approved Work Order(s) final payment shall be made to the CONSULTANT, including any retainage.

## 8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident /injury and one million dollars (\$1,000,000.00) each employee/disease.
  - 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00)

excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/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-consultants' insurance coverage at any time.

## **9.0 INDEMNIFICATION**

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands,

proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the

CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

#### **11.0 BREACH OF CONTRACT**

11.1 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 acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

#### **15.0 TERM OF THIS AGREEMENT**

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on 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 this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

## **17.0 ENTIRE AGREEMENT**

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

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

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

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

## **18.0 ASSIGNMENT**

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

## **19.0 SEVERABILITY**

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

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

## 20.0 GOVERNING LAW

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

## 21.0 NOTICES

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

**Gonzalez Companies, LLC.**

1402 Branding Ave, Suite 365  
Downers Grove, IL 60515  
ATTN: Adam O'Holleran  
Project Manager  
Phone: 312-621-8777  
Email: [aoholleran@gocos.net](mailto:aoholleran@gocos.net)

**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](mailto: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 with the amendment procedures set forth in Paragraph 14.1, above.

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

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

## **23.0 FORCE MAJEURE**

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

## **24.0 ACCESS TO PROPERTY**

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

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

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the

CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

## 26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.1.a The CONSULTANT agrees that the Resident Engineer assigned to a Work Order(s) 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 Work Order(s) have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

26.2 Failure by the CONSULTANT to properly staff the Work Order(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.3 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Order(s) to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in approved Work Order(s).

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

COUNTY OF DuPAGE

GONZALEZ COMPANIES, LLC.

Signature on File

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

\_\_\_\_\_  
Managing Principal

ATTEST BY:

ATTEST

Signature on File

\_\_\_\_\_  
Jean Kaczmarek  
County Clerk

BY:

NAME: Maya O. Jimenez Rodriguez

TITLE: AVP Branch Manager



### **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.

EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
 Consultant Employee Rate Listing

CONSULTANT: Gonzalez Companies, LLC

PROJECT: Various Construction Engineering 23-CENGR-13-EG

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal II	\$78.00	\$86.00	
Senior Structural Engineer	\$57.00	\$65.00	
Project Manager VII	\$73.00	\$80.00	
Project Manager VI	\$69.00	\$77.00	
Project Manager V	\$65.00	\$73.00	
Project Manager IV	\$64.00	\$71.00	
Project Manager III	\$59.00	\$67.00	
Project Engineer VIII	\$52.00	\$60.00	
Project Engineer VII	\$50.00	\$58.00	
Project Engineer VI	\$46.00	\$52.00	
Project Engineer V	\$43.00	\$49.00	
Project Engineer IV	\$39.00	\$47.00	
Project Engineer III	\$35.00	\$42.00	
Project Engineer II	\$34.00	\$38.00	
Project Engineer I	\$31.00	\$37.00	
Administration – Accounting	\$51.00	\$58.00	
Administration – Office	\$44.00	\$57.00	

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

Signature of Authorized Agent  
 for CONSULTANT:

Signature on File

Date: 4/11/2023

Adam O'Holleran  
 Print Name

Approved By COUNTY:

William Eidson, Asst. County Engineer

Date: \_\_\_\_\_

**EXHIBIT C**

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

**CONSULTANT:** Primera Engineers, Ltd

**PROJECT:** 2023 Various Construction Engineering

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal	78.00	86.00	
Senior Project Manager	60.00	86.00	
Project Manager	45.00	78.00	
Engineer V	60.00	86.00	
Engineer IV	50.00	82.00	
Engineer III	40.00	63.00	
Engineer II	33.00	57.00	
Engineer I	30.00	42.00	
Field Technician IV	45.00	60.00	
Field Technician III	35.00	50.00	
Field Technician II	30.00	45.00	
Field Technician I	25.00	38.00	
Project Management Assistant	35.00	46.00	
Administrative	25.00	65.00	
Intern	18.00	24.00	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File** \_\_\_\_\_

Date: 04/12/2023

Melissa D. Clark, VP, CFPO  
Print Name

Approved By COUNTY:

William Eidson, Asst. County Engineer

Date: \_\_\_\_\_

**EXHIBIT C**

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

**CONSULTANT: SANCHEZ & ASSOCIATES, P.C.**

**PROJECT: Du Page County Various Construction Engineering Services**

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Principal / Survey Manager, PLS	\$74.00	\$86.00	New to project
Project Manager, PLS	\$55.00	\$70.00	New to project
Project Manager, PE	\$55.00	\$70.00	New to project
Survey Specialist	\$50.00	\$65.00	New to project
SUE Project Manager	\$50.00	\$65.00	New to project
Sr. SUE Manager	\$45.00	\$55.00	New to project
Civil Engineer	\$40.00	\$60.00	New to project
CADD Manager	\$35.00	\$50.00	New to project
CADD Technician	\$24.00	\$40.00	New to project
Survey Crew Chief	\$34.00	\$45.00	New to project
Survey Instrument Person	\$18.00	\$35.00	New to Project
SUE Technician	\$20.00	\$35.00	New to Project

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**

Date: 04/13/2023

Signature

Gerardo P. Sanchez, PLS

Print Name

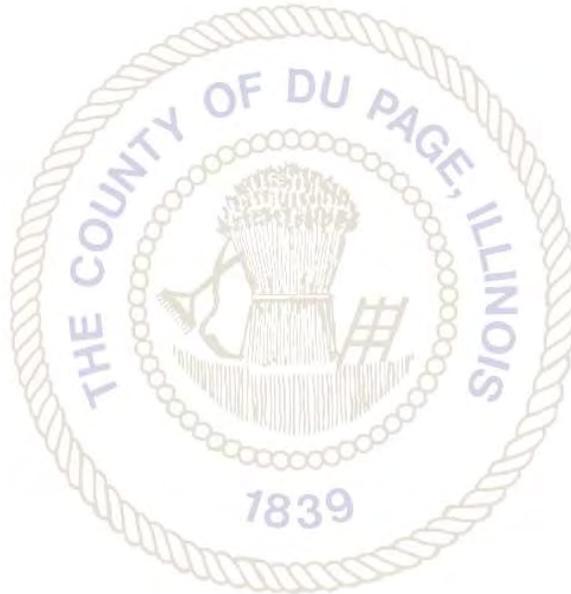
Approved By COUNTY:

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.





**Direct Costs Check Sheet**

Prime Consultant Name <b>Gonzalez Companies, LLC.</b>	PTB Number	State Job Number(s) <b>23-CENGR-13-EG</b>
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <b>04/11/23</b>

Consultant

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input 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"/>			





**Direct Costs Check Sheet**

Prime Consultant Name <b>Gonzalez Companies, LLC.</b>	PTB Number	State Job Number(s) <b>23-CENGR-13-EG</b>
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date <b>04/11/23</b>		

Consultant  
**Primera Engineers, LTD.**

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input checked="" type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input 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"/>			





**Direct Costs Check Sheet**

Prime Consultant Name	PTB Number	State Job Number(s)
Gonzalez Companies, LLC		
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement		Date <u>04/13/23</u>

Consultant  
 Sanchez & Associates, P.C.

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

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
CADD	Actual cost (Max \$15/hour)	<input type="checkbox"/>			
Website	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Advertisements	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Recording Fees	Actual cost	<input type="checkbox"/>			
Transcriptions (specific to project)	Actual cost	<input type="checkbox"/>			
Courthouse Fees	Actual cost	<input type="checkbox"/>			
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)	<input type="checkbox"/>			
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)	<input checked="" 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 checked="" 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					

\*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



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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$500,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$500,000.00
	CURRENT TERM TOTAL COST: \$500,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Gonzalez Companies, LLC	VENDOR #: 41572	DEPT: Division of Transportation	DEPT CONTACT NAME: William C. Eidson
VENDOR CONTACT: Adam O'Holleran	VENDOR CONTACT PHONE: 312-621-8777	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: aoholleran@gocos.net	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, upon request of the Division of Transportation. Section Number 23-CENGR-13-EG.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To Provide Professional Construction Engineering Services to include inspection, monitoring progress, documentation, ensure adherence to contract plans and specifications.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 26 firms qualified to perform this work. Based on the review of the Statements of Interest, 5 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 Gonzalez Companies, LLC is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Gonzalez Companies, LLC. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Gonzalez Companies, LLC 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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Gonzalez Companies, LLC	Vendor#: 41572	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 1402 Branding Ave, Suite 365	City: Downers Grove	Address:	City:
State: IL	Zip: 60515	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 23, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Kathleen Black Curcio			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		23-CENGR-13-EG	FY23	1500	3500	54040	VV23CONI NSPGON	50,000.00	50,000.00
2	1	EA		23-CENGR-13-EG	FY24	1500	3500	54040	VV23CONI NSPGON	350,000.00	350,000.00
3	1	EA		23-CENGR-13-EG	FY25	1500	3500	54040	VV23CONI NSPGON	100,000.00	100,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 500,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Engineering Services, upon request of the Division of Transportation. Section Number 23-CENGR-13-EG.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to Consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last Invoice Date 11/30/26.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



# Required Vendor Ethics Disclosure Statement

Date: 4/11/2023

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

Bid/Contract/PO #: 23-CENGR-13-EG

Company Name: Gonzalez Companies, LLC.	Company Contact: Adam O'Holleran
Contact Phone: (312) 735-7058	Contact Email: aoholleran@gocos.net

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

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

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

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 Wes Hampsch

Title Managing Principal

Date April 11, 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

Date: 4/13/2023

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

Bid/Contract/PO #: 23-CENGR-13-EG

Company Name: <u>Sanchez &amp; Associates, P.C.</u>	Company Contact: <u>Gerardo P. Sanchez</u>
Contact Phone: <u>773-444-0144</u>	Contact Email: <u>gpsanchez@sanchezsurveying.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: Gerardo P. Sanchez

Title: President

Date: 04/13/2023

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

Date: 4/12/2023

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

Bid/Contract/PO #: 23-CENGR-13-EG

Company Name: Primera Engineers, Ltd.	Company Contact: Stacie Dovalovsky
Contact Phone: 312.606.0910	Contact Email: sdovalovsky@primeraeng.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 Stacie Dovalovsky

Title Vice President & Transportation Division Manager

Date April 12, 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-0076-23

Agenda Date: 5/16/2023

Agenda #: 18.D.

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS  
AND TECMA ASSOCIATES INC.  
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES  
VARIOUS LOCATIONS SECTION 23-CENGR-12-EG  
(CONTRACT TOTAL NOT TO EXCEED \$500,000.00)

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

WHEREAS, the COUNTY requires Professional Construction Engineering Services for various improvements, Section 23-CENGR-12-EG; and

WHEREAS, Tecma Associates, Inc. (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional construction engineering services, and is willing to perform the required services for an amount not to exceed \$500,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Tecma Associates, Inc. be hereby accepted and approved for a contract total not to exceed \$500,000.00 and that the Chairman 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 Tecma Associates, Inc., 475 N. Martingale Road, Suite 570, Schaumburg, Illinois 60173, by and through the Division of Transportation.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**AGREEMENT**  
**BETWEEN THE COUNTY OF DUPAGE, ILLINOIS**  
**AND TECMA ASSOCIATES INC.**  
**FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES**  
**UPON REQUEST - VARIOUS LOCATIONS**  
**SECTION #23-CENGR-12-EG**

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 60187 (hereinafter referred to as the COUNTY) and Tecma Associates Inc., Ltd., licensed to do business in the State of Illinois, with offices at 475 N. Martingale Road, Suite 570, Schaumburg, IL 60173; (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 various county highway improvements upon request (hereinafter referred to as "Work Orders"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional construction engineering services and is willing to perform the required services upon request for a total amount not to exceed \$500,000.00; and

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

WHEREAS, the COUNTY has adopted a Stormwater Ordinance and transportation projects are required to conform to the Ordinance. The CONSULTANT acknowledges the necessary oversight to ensure that the contractor complies with the Stormwater Ordinance in the event a Work Order necessitates this scope of work; and

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 Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference and construction engineering services are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary clearances for work requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.
- 2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits.

The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due regarding any compensation paid by the COUNTY to the CONSULTANT.

- 2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.
- 2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

### **3.0 NOTICE TO PROCEED**

- 3.1 Authorization to proceed with Work Order(s) shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director") after agreement on scope of Work Order(s) and cost, in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair. Authorization to proceed with Work Order(s) will be given to the CONSULTANT by representatives of the Division of Transportation.
- 3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.4, 8.2, 8.3, 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

### **4.0 TECHNICAL SUBCONSULTANTS**

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

- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in the Scope of work for the COUNTY.

## **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All the services required hereunder shall be completed by November 30, 2025, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the approved Work Order(s) by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES**

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in Exhibit A herein for each approved Work Order.

## 7.0 COMPENSATION

- 7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.
- 7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$500,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
- 7.3 For 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 based on individual approved Work Order(s) with a not to exceed amount if noted in the Work Order. 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.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 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 to the Work Order. The o/w/h rate shall only be permitted if any CONSULTANT personnel have worked more than 40 hours in each week (Sunday-Saturday) on the Work Order.

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 visiting the Illinois Department of Labor web site at <http://www2.illinois.gov/idol/> or calling 312-793-2800. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.7 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. Separate invoices shall be submitted for each approved Work Order and shall 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 approved Work Order(s) final payment shall be made to the CONSULTANT, including any retainage.

## 8.0 CONSULTANT'S INSURANCE

- 8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:
- 8.1.a **Worker's Compensation Insurance** in the statutory amounts.
  - 8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident /injury and one million dollars (\$1,000,000.00) each employee/disease.
  - 8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00)

excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/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-consultants' insurance coverage at any time.

## **9.0 INDEMNIFICATION**

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands,

proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

## 10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the

CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

#### **11.0 BREACH OF CONTRACT**

11.1 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 acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

#### **15.0 TERM OF THIS AGREEMENT**

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on 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 this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

#### **17.0 ENTIRE AGREEMENT**

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

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

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

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

#### **18.0 ASSIGNMENT**

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

#### **19.0 SEVERABILITY**

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

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

## 20.0 GOVERNING LAW

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

## 21.0 NOTICES

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

**Tecma Associates Inc.**

475 N. Martingale Road, Suite 570  
Schaumburg, IL 60173  
ATTN: Manesh Shatri, P.E.  
Principal  
Phone: 773-763-5555  
Email: manesh@tecmaengineering.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](mailto: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 with the amendment procedures set forth in Paragraph 14.1, above.

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH**

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

## **23.0 FORCE MAJEURE**

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

## **24.0 ACCESS TO PROPERTY**

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

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

## **25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES**

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the

CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

## **26.0 QUALIFICATIONS**

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.1.a The CONSULTANT agrees that the Resident Engineer assigned to a Work Order(s) 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 Work Order(s) have completed all necessary Inspector training courses for the type of work to be performed by said Inspector.

26.2 Failure by the CONSULTANT to properly staff the Work Order(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.3 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Order(s) to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT'S sub-consultant(s) being properly staffed while engaged in approved Work Order(s).

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

COUNTY OF DuPAGE

TECMA ASSOCIATES INC.

Signature on File

Deborah A. Conroy, Chair  
DuPage County Board

Manesh Snatri, P.E.  
Principal

ATTEST BY:

ATTEST BY:

Signature on File

Jean Kaczmarek  
County Clerk

BY:

NAME: ROMAN MEROPOLSKI, P.E.

TITLE: CONST. DEPT. MANAGER

### 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.

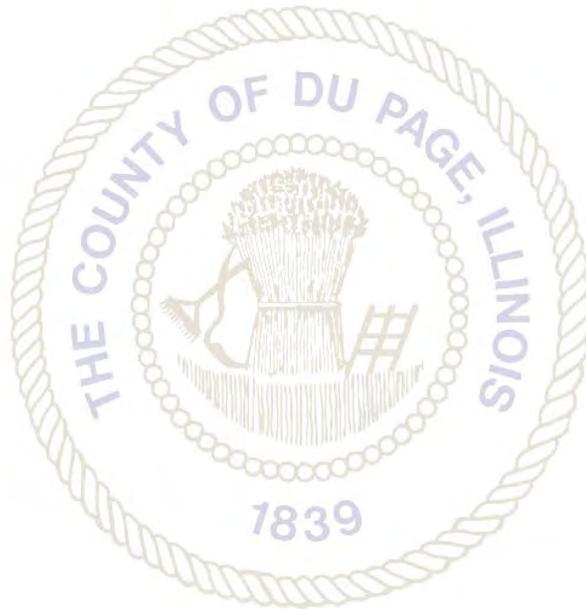
The CONSULTANT further agrees:

- (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.

**EXHIBIT B**

(Intentionally Left Blank)



**EXHIBIT C**

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

**CONSULTANT:** Tecma Associates, Inc.

**PROJECT:** DuPage County - Various Construction Engineering.

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Manager	\$78	\$86	
Liaison Engineer	\$64	\$80	
Senior/ Assistant / Documentation Engineer	\$55	\$72	
Field Engineer	\$35	\$60	
Surveyor	\$50	\$62	
Survey Technician	\$40	\$55	
Cad Technician	\$33	\$45	
Accounting/Administration	\$50	\$76	

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

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**

Date: 04/12/2023

Signature  
Manesh Shastri

Approved By COUNTY:

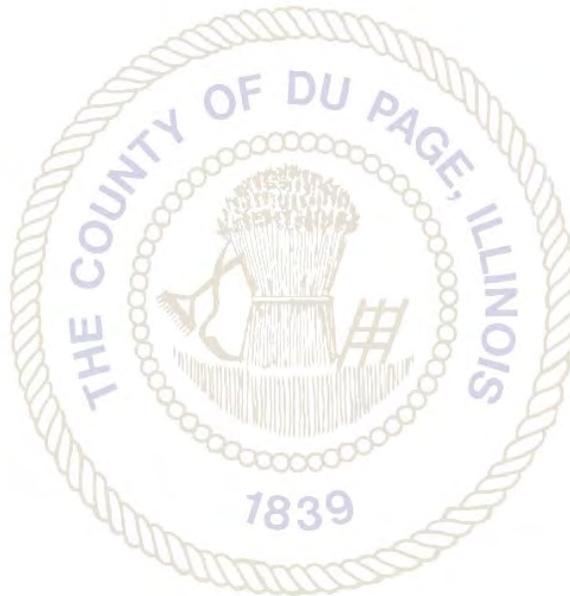
**Signature on File**

Date: 4/18/2023

William Eidson, Asst. County Engineer

### Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification 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.





**Direct Costs Check Sheet**

Prime Consultant Name Tecma Associates Inc.	PTB Number	State Job Number(s) 23-CENGR-12-EG
<input checked="" type="checkbox"/> Prime <input type="checkbox"/> Supplement    Date _____		

Consultant

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input checked="" type="checkbox"/>			
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input 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"/>			





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

<b>SECTION 1: DESCRIPTION</b>			
<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$500,000.00
COMMITTEE: TRANSPORTATION	TARGET COMMITTEE DATE: 05/16/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$500,000.00
	CURRENT TERM TOTAL COST: \$500,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Tecma Associates, Inc.	VENDOR #: 41569	DEPT: Division of Transportation	DEPT CONTACT NAME: William C. Eidson
VENDOR CONTACT: Manesh Shatri	VENDOR CONTACT PHONE: 773-763-5555	DEPT CONTACT PHONE #: 630-407-6900	DEPT CONTACT EMAIL: william.eidson@dupageco.org
VENDOR CONTACT EMAIL: manesh@tecmaengineering.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, upon request of the Division of Transportation. Section Number 23-CENGR-12-EG.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished To Provide Professional Construction Engineering Services to include inspection, monitoring progress, documentation, ensure adherence to contract plans and specifications.			

<b>SECTION 2: DECISION MEMO REQUIREMENTS</b>	
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)	

<b>SECTION 3: DECISION MEMO</b>	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 26 firms qualified to perform this work. Based on the review of the Statements of Interest, 5 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 Tecma Associates, Inc. is qualified and has the staff available to perform the work on behalf of the County.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Tecma Associates, Inc. This is the recommended option. 2. Contract with another firm. Not recommended due to staff's determination that Tecma Associates, 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

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	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.
<b>MARKET TESTING</b>	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.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: DO NOT SEND PO TO VENDOR	Vendor#:	Dept: Division of Transportation	Division: Finance
Attn:	Email:	Attn: DOT Finance	Email: DOTFinance@dupageco.org
Address:	City:	Address: 421 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone:	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Tecma Associates, Inc.	Vendor#: 41569	Dept:	Division:
Attn:	Email:	Attn:	Email:
Address: 475 N. Martingale Road, Suite 570	City: Schaumburg	Address:	City:
State: IL	Zip: 60173	State:	Zip:
Phone:	Fax:	Phone:	Fax:
<b>Shipping</b>		<b>Contract Dates</b>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): May 23, 2023	Contract End Date (PO25): Nov 30, 2025
Contract Administrator (PO25): Kathleen Black Curcio			

**Purchase Requisition Line Details**

LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/Activity Code	Unit Price	Extension
1	1	EA		23-CENGR-12-EG	FY23	1500	3500	54040	VV23CONI NSPTA	50,000.00	50,000.00
2	1	EA		23-CENGR-12-EG	FY24	1500	3500	54040	VV23CONI NSPTA	350,000.00	350,000.00
3	1	EA		23-CENGR-12-EG	FY25	1500	3500	54040	VV23CONI NSPTA	100,000.00	100,000.00
<b><i>FY is required, assure the correct FY is selected.</i></b>										Requisition Total	\$ 500,000.00

<i>Comments</i>	
HEADER COMMENTS	Provide comments for P020 and P025. Professional Construction Engineering Services, upon request of the Division of Transportation. Section Number 23-CENGR-12-EG.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. DOT to issue formal Notice to Proceed. Do not send PO to Consultant.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Last Invoice Date 11/30/26.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

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



# Required Vendor Ethics Disclosure Statement

Date: 4/12/2023

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

Bid/Contract/PO #: \_\_\_\_\_

Company Name: Tecma Associates, Inc.	Company Contact: Manesh Shastri
Contact Phone: (773) 640-0616	Contact Email: Manesh@tecmaengineering.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
Brian Krawjewski	Tecma Associates Inc	check - Liberty Sponsor	\$500.00	9/7/2022

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

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

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

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

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

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

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

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

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

Authorized Signature Signature on File

Printed Name Manesh Shastri

Title President

Date 4/12/2023

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



## Change Order

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

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**File #:** 23-1691

**Agenda Date:** 5/16/2023

**Agenda #:** 18.I.

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DT-R-0211A-22

AMENDMENT TO RESOLUTION DT-R-0211-22  
ISSUED TO UTILITY DYNAMICS CORPORATION  
STREET LIGHTING IMPROVEMENTS ALONG FABYAN PARKWAY  
SECTION 22-00210-05-TL  
(INCREASE \$625.72; +0.60%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0211-22 on May 24<sup>th</sup>, 2022; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0211-22 to Utility Dynamics Corporation, for the Street Lighting Improvements along Fabyan Parkway, Section 22-00210-05-TL; and

WHEREAS, upon final measurements, an increased amount of conduit was necessary based on field conditions; 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 and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-R-0211-22 is hereby amended to reflect a cost of \$105,240.42, instead of and in place of a cost of \$104,614.70, an increase of \$625.72, +0.60%.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

# SPECIAL PURCHASE REQUISITION, DU PAGE COUNTY, ILLINOIS

kac

5860-1-SERV

WHEATON, ILLINOIS 60187

DT-R-0211-22

PURCHASE ORDER NO.

REQUISITIONING AGENCY  
DuPage County Division of Transportation

SHIP TO ADDRESS

RESOLUTION NUMBER

04/27/2023

NAME  
421 N. County Farm Road

Same

NAME

ADDRESS  
Wheaton, IL 60187

ADDRESS

DATE

CITY, STATE, ZIP

CITY, STATE, ZIP

FUND			AGENCY			VENDOR NUMBER		EXPIRATION DATE		LAST INVOICE DATE		FOB	
						39601						Wheaton, IL	
ORGANIZATION	ACTIVITY	OBJECT	QUANTITY	UNIT OF PURCHASE	ITEM CODE	DESCRIPTION COMMODITY / CONTRACT				UNIT PRICE	EXTENSION		
1500-3550-54050			FABYAN_MCC_IL38			Street Lighting Improvements CH 21/Fabyan Parkway from McChesney Road to Illinois Route 38 Section 22-00210-05-TL					104,614.70		
						<b>Amendment - DT-R-0211A-22</b>							
1500-3550-54050			FABYAN_MCC_IL38			Increase LN2 (+0.60%)					625.72		
											<b>TOTAL</b>	<b>\$105,240.42</b>	

ME

REMIT TO:

Utility Dynamics Corporation, 23 Commerce Drive, Oswego, IL 60543

COMMITTEE APPROVAL	DATE
Transportation	05/16/23
County Board	05/23/23

Signature on File

DEPARTMENT APPROVAL

4/27/23

DATE

SUPPORTING DATA FOR  
 AMENDMENT TO RESOLUTION DT-R-0211-22  
 TO UTILITY DYNAMICS CORPORATION  
 CH 21 FABYAN PARKWAY ROADWAY LIGHTING IMPROVMENTS  
 AT CH 21 FABYAN PARKWAY  
 SECTION 22-00210-05-TL  
 (TO INCREASE CONTRACT BY: \$625.72; +0.60%)

<u>NAME</u>	<u>BID AMOUNT</u>
Utility Dynamics Corporation	\$104,614.70
Electric Conduit Construction	\$123,287.06
Current Contract Amount:	\$104,614.70
Increase this Resolution:	\$625.72
Percent of Change:	+0.60%
Increase to Date:	\$625.72
Percent of Change:	+0.60%
<u>Reason for Change:</u>	
<b>ComEd Connection</b>	<b>\$13,624.12</b>
Increase to quantity based on existing field conditions.	
<b>Miscellaneous Deductions</b>	<b>(\$12,998.40)</b>
Decreases to various pay items based on field measurements.	
Net Addition:	\$ 625.72
New Contract Total Amount:	<u>\$105,240.42</u>



# 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 28, 2023

Bid/Contract/PO #: 22-00210-05-TL

Company Name: UTILITY DYNAMICS	Company Contact: Joseph B. Spencer
Contact Phone: (630)554-1722	Contact Email: contact@utilitydynamicscorp.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 Signat **Signature on File** \_\_\_\_\_

Printed Name Philip A. Whalen

Title Vice President

Date Apr 28, 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

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**File #: 23-1709**

**Agenda Date: 5/16/2023**

**Agenda #: 18.J.**

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DT-R-0382A-22

AMENDMENT TO RESOLUTION DT-R-0382-22  
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS AND  
R. W. DUNTEMAN FOR  
MILTON TOWNSHIP LAMBERT ROAD  
SECTION 22-05000-02-GM  
(CORRECTION OF PROJECT SECTION NUMBER)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0382-22 on September 27<sup>th</sup>, 2022 to facilitate the free flow of traffic and to ensure the safety of the monitoring public for improvements along Lambert Road, in Milton Township (hereinafter PROJECT), which referenced Project Section Number 22-05000-03GM; and

WHEREAS, due to a scrivener's error, the Section Number for the PROJECT should have read 22-05000-02-GM.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board, that the Section Number for the PROJECT shall be amended to read 22-05000-02-GM.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1701**

**Agenda Date: 5/16/2023**

**Agenda #: 7.C.**

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Consent  
DOT 5/16  
CB 5/23



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

Date: Apr 25, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 5766-SERV	<b>Original Purchase Order Date:</b> Apr 15, 2022	<b>Change Order #:</b> 1	<b>Department:</b> Transportation
<b>Vendor Name:</b> Ozinga Ready Mix Concrete		<b>Vendor #:</b> 13068	<b>Dept Contact:</b> Ying Liu Almanza
<b>Background and/or Reason for Change Order Request:</b>	To furnish and deliver Portland Cement Concrete. (04/14/22 - 03/31/23) Decrease remaining encumbrance and close contract.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$105,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$105,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$80,012.50)
E	New contract amount (C + D)	\$24,987.50
F	Percent of current contract value this Change Order represents (D / C)	-76.20%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-76.20%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

yla	6911	Apr 25, 2023	LLS	4128/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	Procurement Officer	5/2/23	
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1703**

**Agenda Date: 5/16/2023**

**Agenda #: 7.D.**

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Consent  
DOT 5/16  
CB 5/23



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

Date: Apr 19, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 5763-SERV	<b>Original Purchase Order Date:</b> Mar 25, 2022	<b>Change Order #:</b> 2	<b>Department:</b> Transportation
<b>Vendor Name:</b> Plote Construction		<b>Vendor #:</b> 11199	<b>Dept Contact:</b> Ying Liu Almanza
<b>Background and/or Reason for Change Order Request:</b>	To furnish bituminous paving materials for northwest region of the county (04/14/22 - 03/31/23). Decrease remaining encumbrance and close out contract.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$50,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$50,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$26,608.68)
E	New contract amount (C + D)	\$23,391.32
F	Percent of current contract value this Change Order represents (D / C)	-53.22%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-53.22%

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

yla	6911	Apr 19, 2023	lll	4/28/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	MLA	Procurement Officer	5/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #:** 23-1704

**Agenda Date:** 5/16/2023

**Agenda #:** 7.E.

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consent  
DOT 5/16  
CB 5/23



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 19, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 5767-SERV	<b>Original Purchase Order Date:</b> Apr 15, 2022	<b>Change Order #:</b> 1	<b>Department:</b> Transportation
<b>Vendor Name:</b> Vulcan Inc.	<b>Vendor #:</b> 10661	<b>Dept Contact:</b> Ying Liu Almanza	
<b>Background and/or Reason for Change Order Request:</b>	Contract to furnish and deliver sign posts for the Sign Shop. (04/14/22 - 03/31/23) Decrease remaining encumbrance and close contract.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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 <span style="float:right">\$105,000.00</span>
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) <span style="float:right">\$105,000.00</span>
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease <span style="float:right">(\$78,683.85)</span>
E	New contract amount (C + D) <span style="float:right">\$26,316.15</span>
F	Percent of current contract value this Change Order represents (D / C) <span style="float:right">-74.94%</span>
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) <span style="float:right">-74.94%</span>

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

yla	6911	Apr 19, 2023	<i>LLS</i>	4/28/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<i>MCA</i>	Procurement Officer	Date 5/2/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1733

**Agenda Date:** 5/16/2023

**Agenda #:** 7.F.

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
DOT 5/16  
CB 5/23

Date: Apr 25, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 3731-1-SERV	<b>Original Purchase Order Date:</b> Feb 26, 2019	<b>Change Order #:</b> 3	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> American Surveying & Engineering		<b>Vendor #:</b> 13234	<b>Dept Contact:</b> Bill Eidson
<b>Background and/or Reason for Change Order Request:</b>	Professional Right-of-Way Negotiation Services Extend contract expiration date to Jun 30, 2024, and last invoice allowed date to Nov 30, 2024. No change in contract encumbrance.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$95,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$95,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$95,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

### DECISION MEMO NOT REQUIRED

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only me
- 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: Jun 30, 2023 to: Jun 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:  
\_\_\_\_\_

kbc	6892	Apr 25, 2023	<i>WJ</i>	4/27/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<i>WJ</i>	Procurement Officer	Date 5/2/23
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 25, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: Theresa Smith
Contact Email: <a href="mailto:theresa.smith@dupageco.org">theresa.smith@dupageco.org</a>	Contact Phone: 6900
Vendor Name: American Survey & Engineering, P.C.	Vendor #: 13234

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

The professional right-of-way negotiation service contract 3731-1-SERV issued to American Survey & Engineering, P.C., expires on June 30, 2023. An extension of time until June 30, 2024 is recommended.

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

The Division of Transportation (DOT) retained American Survey & Engineering, P.C. to provide professional right-of-way negotiation services for DOT projects on an as-needed basis. ASE is negotiating right-of-way acquisition for the Lemont Road (87th to 83rd) project with several parcels remaining unsecured.

**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 right-of-way negotiations for the Lemont Road (83rd St. to 87th St.) improvements, it will be more cost effective to continue to utilize American Survey & Engineering, P.C. They are in the best position to complete right-of-way negotiations 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 8 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by American Surveying & Engineering, P.C. is most qualified and has the staff available to perform the work on behalf of the County.

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

An extension of time to June 30, 2024 with no change in the contract amount is the recommended course of action since American Surveying & Engineering, P.C. has completed the work to date in a satisfactory and timely manner. American is in the best position to continue to provide right-of-way negotiation services for this project at the lowest cost to the County. Terminating this contract and soliciting proposals for a new contract would be counter-productive and more costly.

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

No change in contract total amount.



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1734**

**Agenda Date: 5/16/2023**

**Agenda #: 7.G.**

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consent  
DOT 5/16  
CB 5/23



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

Date: Apr 24, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 4284-1-SERV	<b>Original Purchase Order Date:</b> Dec 3, 2019	<b>Change Order #:</b> 6	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> Atlas Engineering Group, Ltd.		<b>Vendor #:</b> 32246	<b>Dept Contact:</b> Bill Eidson
<b>Background and/or Reason for Change Order Request:</b>	Professional Preliminary/Design Engineering Services, upon request (Various Locations). Section #20-DEENG-04-EG Extend contract expiration date to Jun 30, 2024, and last invoice allowed date to Nov 30, 2024. No change in contract encumbrance.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$250,000.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$250,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$250,000.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

**DECISION MEMO NOT REQUIRED**

- Cancel entire order
- Close Contract
- Contract Extension (29 days)
- Consent Only mz
- 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: Jun 30, 2023 to: Jun 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:  
 \_\_\_\_\_  
 \_\_\_\_\_

kbc	6892	Apr 24, 2023	<u>LLS</u>	<u>4/27/23</u>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<u>adca</u> Procurement Officer	Date	<u>5/2/23</u>
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 24, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: daniel.nowak@dupageco.org	Contact Phone: 6900
Vendor Name: Atlas Engineering Group, Ltd.	Vendor #: 32246

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.  
 The Professional Preliminary/Design Engineering Services, upon request (Various Locations), contract 4284-1-SERV issued to Atlas Engineering Group, Ltd., Section #20-DEENG-04-EG expires on June 30, 2023. An extension of time until June 30, 2024 is recommended.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.  
 The DOT has determined that projects currently under design by Atlas Engineering Group, Ltd. require additional time for completion. Therefore an extension of time is the recommended course of action.

**Strategic Impact**  
 Financial Planning Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.  
 In order to complete design of the referenced project, it will be most cost effective to continue to utilize Atlas Engineering Group, Ltd. They are in the best position to complete the outstanding work orders at the lowest cost to the County.

**Source Selection/Vetting Information** - Describe method used to select source.  
 The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 39 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Atlas Engineering Group, Ltd. was most qualified and had the staff available to perform the work on behalf of the County.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 An extension of time to June 30, 2024 with no change in the contract amount is the recommended course of action since Atlas Engineering Group, Ltd. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.  
 No change in contract total amount.



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
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**File #: 23-1735**

**Agenda Date: 5/16/2023**

**Agenda #: 7.H.**

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

Consent  
 DOT 5/16  
 CB 5/23

Date: Apr 24, 2023

MinuteTraq (IQM2) ID #:

<b>Purchase Order #:</b> 5203-1-SERV	<b>Original Purchase Order Date:</b> Apr 14, 2021	<b>Change Order #:</b> 2	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> Christopher B. Burke Engineering, Ltd.		<b>Vendor #:</b> 10234	<b>Dept Contact:</b> Bill Eidson
<b>Background and/or Reason for Change Order Request:</b>	Professional Preliminary Engineering Services for Flashing Yellow Arrow Corridor at CH 38/63rd Street, from Suffield Court to Americana Drive, Section #20-00288-05-TL Extend contract expiration date to Jun 30, 2024, and last invoice allowed date to Nov 30, 2024. No change in contract encumbrance.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$153,163.73
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$153,163.73
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$153,163.73
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

**DECISION MEMO NOT REQUIRED**

- Cancel entire order
- 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: Jun 30, 2023 to: Jun 30, 2024
- Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount  Funding Source \_\_\_\_\_
- OTHER - explain below:

\_\_\_\_\_

kbc	6892	Apr 24, 2023	<i>WLS</i>		<i>4/27/23</i>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
<b>REVIEWED BY (Initials Only)</b>					
Buyer		Date	<i>WLS</i>	Procurement Officer	Date <i>5/2/23</i>
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 24, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: Ryan Singer
Contact Email: ryan.singer@dupageco.org	Contact Phone: 6900
Vendor Name: Christopher B. Burke Engineering, Ltd.	Vendor #: 10234

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.  
 Professional Preliminary Engineering Services for Flashing Yellow Arrow Corridor at CH38/63rd Street, from Suffield Court to Americana Drive contract 5203-1-SERV issued to Christopher B. Burke Engineering, Ltd., Section #20-00288-05-TL, expires June 30, 2023. An extension of time until June 30, 2024 is recommended.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.  
 The DOT has determined that a project currently under design by Christopher B. Burke Engineering, Ltd. requires additional time for completion of right of way evaluations and approval from IDOT. Therefore an extension of time is the recommended course of action.

**Strategic Impact**  
 Quality of Life 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 preliminary engineering of the referenced project, it will be most cost effective to continue to utilize Christopher B. Burke Engineering, Ltd. They are in the best position to complete the outstanding work orders at the lowest cost to the County.

**Source Selection/Vetting Information** - Describe method used to select source.  
 The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry and responses were received from 17 firms qualified to perform this work. The DOT reviewed each submittal with specific attention to their understanding of the project, experience of staff to be assigned to the project, and relevant past work. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Christopher B. Burke Engineering, Ltd. is qualified and has the staff available to perform the work on behalf of the County.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 An extension of time to June 30, 2024 with no change in the contract amount is the recommended course of action since Christopher B. Burke Engineering, Ltd., has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.  
 No change in contract total amount.



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1736

**Agenda Date:** 5/16/2023

**Agenda #:** 7.I.

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consent  
DOT 5/16  
CB 5/23



# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Date: Apr 27, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 5339-1-SERV	<b>Original Purchase Order Date:</b> Jun 22, 2021	<b>Change Order #:</b> 1	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> Ciorba Group, Inc.	<b>Vendor #:</b> 11025		<b>Dept Contact:</b> Kathleen Black Curcio
<b>Background and/or Reason for Change Order Request:</b>	The Professional Preliminary Phase I Engineering Services for CH11/Army Trail Road Bridge over West Branch of DuPage River, Section #21-00240-09-BR Extend contract expiration date to Jun 30, 2024, and last invoice allowed date to Nov 30, 2024. No change in contract encumbrance.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$233,018.85
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$233,018.85
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$233,018.85
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

**DECISION MEMO NOT REQUIRED**

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

ME

**DECISION MEMO REQUIRED**

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

kbc	6892	Apr 27, 2023	<u>WS</u>	
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
				<u>4/27/23</u>
<b>REVIEWED BY (Initials Only)</b>				
Buyer		Date	<u>MCW</u> Procurement Officer	<u>5/2/23</u> Date
Chief Financial Officer (Decision Memos Over \$25,000)		Date	Chairman's Office (Decision Memos Over \$25,000)	Date



**Decision Memo**  
**Procurement Services Division**

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

Date: Apr 27, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: Ryan Singer
Contact Email: ryan.singer@dupageco.org	Contact Phone: 6900
Vendor Name: Ciorba Group, Inc.	Vendor #: 11025

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

The Professional Preliminary Phase I Engineering Services for CH11/Army Trail Road Bridge over West Branch of DuPage River, contract 5339-1-SERV issued to Ciorba Group, Inc., Section #21-00240-09-BR, expires on June 30, 2023. An extension of time until June 30, 2024 is recommended.

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

The DOT has determined that the project currently under design by Ciorba Group, Inc. requires additional time for completion. Therefore an extension of time is the recommended course of action.

**Strategic Impact**

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

In order to complete design of the referenced project, it will be most cost effective to continue to utilize Ciorba Group, Inc. They are in the best position to complete the outstanding work orders at the lowest cost to the County.

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

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

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

An extension of time to June 30, 2024 with no change in the contract amount is the recommended course of action since Ciorba Group, Inc. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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

No change in contract total amount.



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1737

**Agenda Date:** 5/16/2023

**Agenda #:** 7.J.

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Consent  
DOT 5/16  
CB 5/23



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

Date: Apr 25, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 5299-1-SERV	<b>Original Purchase Order Date:</b> Jun 8, 2021	<b>Change Order #:</b> 2	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> A. Epstein & Sons International, Inc.	<b>Vendor #:</b> 11,902	<b>Dept Contact:</b> John Loper	
<b>Background and/or Reason for Change Order Request:</b>	Professional Engineering Services to establish a DuPage County Trails Plan, Section #21-DCTRP-00-EG Extend contract expiration date to Jun 30, 2024, and last invoice allowed date to Nov 30, 2024. No change in contract encumbrance.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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 <span style="float: right;">\$299,646.34</span>
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B) <span style="float: right;">\$299,646.34</span>
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease
E	New contract amount (C + D) <span style="float: right;">\$299,646.34</span>
F	Percent of current contract value this Change Order represents (D / C) <span style="float: right;">0.00%</span>
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts) <span style="float: right;">0.00%</span>

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

kbc	6892	Apr 25, 2023	<u>WLS</u>	<u>4/27/23</u>
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<u>WLS</u>	Procurement Officer	Date <u>5/2/23</u>
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 25, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: John Loper
Contact Email: john.loper@dupageco.org	Contact Phone: 6900
Vendor Name: A. Epstein & Sons International, Inc.	Vendor #: 11902

**Action Requested** - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.  
 Professional Engineering Services to establish a DuPage County Trails Plan contract 5299-1-SERV issued to A. Epstein & Sons International, Inc., Section #21-DCTRP-00-EG, expires June 30, 2023. An extension of time until June 30, 2024 is recommended.

**Summary Explanation/Background** - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.  
 The DOT has determined that a project currently under design by A. Epstein & Sons International, Inc. requires additional time for completion. Development of the final Plan document, while within scope, will require additional time to complete. Therefore an extension of time is the recommended course of action.

**Strategic Impact**  
 Quality of Life  Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.  
 In order to complete the referenced plan, it will be most cost effective to continue to utilize A. Epstein & Sons International, Inc. They are in the best position to complete the outstanding work orders at the lowest cost to the County.

**Source Selection/Vetting Information** - Describe method used to select source.  
 Request for Proposal was posted on the DuPage County QBS website. Proposals were received from 8 firms. The DOT reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel and DBE/WBE participation. DOT shortlisted and interviewed two firms. Based on a comprehensive review of the submittals and presentations, the DOT determined that the project team assembled by A. Epstein and Sons International, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

**Recommendations/Alternatives** - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.  
 An extension of time to June 30, 2024 with no change in the contract amount is the recommended course of action since A. Epstein & Sons International, Inc., has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

**Fiscal Impact/Cost Summary** - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.  
 No change in contract total amount.



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #: 23-1745**

**Agenda Date: 5/16/2023**

**Agenda #: 7.K.**

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# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

Consent  
DOT 5/11/23  
CB 5/23

Date: Apr 27, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 5300-1-SERV	<b>Original Purchase Order Date:</b> Jun 8, 2021	<b>Change Order #:</b> 4	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> FGM Architects, Inc.		<b>Vendor #:</b> 37745	<b>Dept Contact:</b> Kathleen Black Curcio
<b>Background and/or Reason for Change Order Request:</b>	Professional Architectural and Engineering (A/E) Services for the improvements to the DOT maintenance buildings located at 140 N. County Farm Road, Wheaton (140 Building and 140 Garage) and 1900 W. Arthur Drive, West Chicago (Yellow Freight Building), Section #19-00179-32-MG Extend contract expiration date to Nov 30, 2024, and last invoice allowed date to Nov 30, 2025. No change in contract encumbrance.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

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

INCREASE/DECREASE		
A	Starting contract value	\$1,156,637.00
B	Net \$ change for previous Change Orders	
C	Current contract amount (A + B)	\$1,156,637.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$1,156,637.00
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	0.00%

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

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

kbc	6892	Apr 27, 2023	<u>WS</u>	5/1/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<u>ALCN</u>	Procurement Officer	Date <u>5/2/23</u>
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 27, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: Christopher C. Snyder
Contact Email: christopher.snyder@dupageco.org	Contact Phone: 6900
Vendor Name: FGM Architects, Inc.	Vendor #: 37745

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

The Professional Architectural and Engineering (A/E) Services for improvements to DOT Maintenance building located at 140 N. County Farm Road, Wheaton (140 Building) and 1900 W. Arthur Drive, West Chicago (Yellow Freight Building), contract 5300-1-SERV issued to FGM Architects, Inc., Section #19-00179-32-MG, expires on June 30, 2023. An extension of time until November 30, 2024 is recommended.

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

As part of FGM Architects, Inc. contract with the Division of Transportation, they are to be available during the construction phase of Yellow Freight to review and approve change orders, pay estimates and respond to questions. Replacement of the Yellow Freight building is not expected to be completed until 2024. Therefore an extension of time is the recommended course of action.

**Strategic Impact**

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

In order to continue to provide construction support services for Yellow Freight, it will be most cost effective to continue to utilize FGM Architects, Inc. They are in the best position to complete the outstanding work orders at the lowest cost to the County.

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

Requests for proposals was posted on the DuPage County QBS website. Proposals were received from 10 firms. The DOT and Facilities Management staff reviewed each submittal taking into consideration the firm's understanding of the project, strategies to ensure timely completion of the project, experience on similar projects, experience of key personnel and DBE/WBE participation. Based on the review of the proposals, 3 firms were shortlisted and interviewed. Based on a comprehensive review of the submittals and interviews, the DOT and Facilities Management staff determined that the project team assembled by FGM Architects, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to November 30, 2024 with no change in the contract amount is the recommended course of action since FGM Architects, Inc. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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

No change in contract total amount.



## Change Order

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1746

**Agenda Date:** 5/16/2023

**Agenda #:** 7.L.

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

Consent  
 DOT 5/16  
 CB 5/23

Date: Apr 26, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

<b>Purchase Order #:</b> 4557-1-SERV	<b>Original Purchase Order Date:</b> Apr 28, 2020	<b>Change Order #:</b> 5	<b>Department:</b> Division of Transportation
<b>Vendor Name:</b> Knight E/A, Inc.		<b>Vendor #:</b> 11046	<b>Dept Contact:</b> Kathleen Black Curcio
<b>Background and/or Reason for Change Order Request:</b>	Professional Design Engineering Services for replacement of the bridge carrying CH3/Warrenville Road over the East Branch DuPage River, Section #14-00124-04-BR Extend contract expiration date to Jun 30, 2024, and last invoice allowed date to Nov 30, 2024. No change in contract encumbrance.		
<b>IN ACCORDANCE WITH 720 ILCS 5/33E-9</b>			

- (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	\$395,818.10
B	Net \$ change for previous Change Orders	\$70,003.00
C	Current contract amount (A + B)	\$465,821.10
D	Amount of this Change Order <input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
E	New contract amount (C + D)	\$465,821.10
F	Percent of current contract value this Change Order represents (D / C)	0.00%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	17.69%
<b>DECISION MEMO NOT REQUIRED</b>		

- 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

<b>DECISION MEMO REQUIRED</b>	
<input checked="" type="checkbox"/>	Increase (greater than 29 days) contract expiration from: <u>Jun 30, 2023</u> to: <u>Jun 30, 2024</u>
<input type="checkbox"/>	Increase ≥ \$2,500.00, or ≥ 10%, of current contract amount <input type="checkbox"/> Funding Source _____
<input type="checkbox"/>	OTHER - explain below: _____

kbc	6892	Apr 26, 2023	<i>WJ</i>	4/27/23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext Date
<b>REVIEWED BY (Initials Only)</b>				
Buyer	Date	<i>dca</i>	Procurement Officer	5/2/23 Date
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date	



**Decision Memo**  
**Procurement Services Division**

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

Date: Apr 26, 2023

MinuteTraq (IQM2) ID #: \_\_\_\_\_

Department Requisition #: \_\_\_\_\_

Requesting Department: Division of Transportation	Department Contact: Dan Nowak
Contact Email: daniel.nowak@dupageco.org	Contact Phone: 6909
Vendor Name: Knight E/A, Inc.	Vendor #: 11046

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

The Professional Design Engineering Services for replacement of the bridge carrying CH3/Warrenville Road over the East Branch of the DuPage River, contract 4557-1-SERV issued to Knight E/A, Inc., Section #14-00124-04-BR, expires on June 30, 2023. An extension of time until June 30, 2024 is recommended.

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

The DOT has determined that the project currently under design by Knight E/A. requires additional time for approval from IDOT and construction letting. Therefore an extension of time is the recommended course of action.

**Strategic Impact**

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

In order to complete the design of the retaining walls, it will be more cost effective to supplement Knight E/A, 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 34 firms. Based on the review of the Statements of Interest, 3 firms were shortlisted and requested to submit a Statement of Qualification. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, experience on similar projects and any strategies/opportunities to ensure the project schedule is met. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Knight E/A, Inc. was most qualified and had the staff available to perform the work on behalf of the County.

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

An extension of time to June 30, 2024 with no change in the contract amount is the recommended course of action since Knight E/A, Inc. has completed the work to date in a satisfactory and timely manner. DOT does not have the staff resources in order to complete design engineering and permitting on assigned projects and manage other projects as well. Terminating this contract and soliciting proposals for a new contract would delay the work and result in higher costs.

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

No change in contract total amount.



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**File #:** DT-R-0069-23

**Agenda Date:** 5/16/2023

**Agenda #:** 18.A.

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INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE WAYNE TOWNSHIP ROAD DIVISION  
2023 ROAD MAINTENANCE PROGRAM  
SECTION 23-07000-01-GM  
(NO COUNTY COST)

WHEREAS, the County of DuPage (hereinafter COUNTY) and the Wayne Township Road District (hereinafter TOWNSHIP) are public agencies within the meaning of 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 the Counties Code, 55 ILCS 5/1001 *et seq.*, and the TOWNSHIP by virtue of its power set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax Funds, and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (hereinafter referred to as IDOT), enter into contracts for improvements to TOWNSHIP roads using said Township Motor Fuel Tax Funds; and

WHEREAS, the TOWNSHIP has published a contract proposal for Section 23-07000-01-GM (hereinafter referred to as the PROJECT) setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated cost of said PROJECT is \$1,019,915.00; and

WHEREAS, the COUNTY is holding on deposit \$500,000.00 in TOWNSHIP Motor Fuel Tax Funds which has been authorized by IDOT for use on the PROJECT; and

WHEREAS, it is necessary for the COUNTY to pay the remaining balance of the PROJECT cost (\$519,915.00) with additional funds received from the TOWNSHIP; and

WHEREAS, an Agreement has been prepared and attached hereto which outlines the financial arrangement between the COUNTY and the TOWNSHIP; and

WHEREAS, said Agreement must be executed and funds received from the TOWNSHIP before the PROJECT may proceed.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County that the Chair and Clerk of the Board be hereby directed and authorized to execute the referenced Agreement with the TOWNSHIP; and

BE IT FURTHER RESOLVED that one (1) certified copy of this Resolution and two (2) duplicate original Agreements be sent to the Wayne Township Highway Commissioner, by and through the Division of Transportation.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE  
AND WAYNE TOWNSHIP ROAD DISTRICT  
FOR WAYNE TOWNSHIP ROAD MAINTENANCE PROGRAM  
SECTION NO. 23-07000-01-GM**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and Wayne Township Road District, the road district of Wayne Township in the County of DuPage, State of Illinois (hereinafter referred to as the "TOWNSHIP"). The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

**WITNESSETH**

WHEREAS, the COUNTY and the TOWNSHIP are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax Funds and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (IDOT), enter into contracts for improvements to township roads using said Township Motor Fuel Tax Funds; and

WHEREAS, the COUNTY will, on behalf of the TOWNSHIP, publish a contract proposal for the TOWNSHIP's 2023 Road Maintenance Program, Section No. 23-07000-01-GM (hereinafter "PROJECT") setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated construction cost of said PROJECT is \$1,019,915.00; and

WHEREAS, the COUNTY is holding on deposit \$500,000.00 in TOWNSHIP Motor Fuel Tax Funds which have been authorized by IDOT for use on the PROJECT; and

WHEREAS, it is necessary for the COUNTY to pay the balance of the PROJECT cost with additional funds received from the TOWNSHIP.

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 COUNTY and the TOWNSHIP do hereby mutually covenant, promise and agree as follows:

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
2. The COUNTY agrees to advertise, let, award and finance the construction of the PROJECT utilizing TOWNSHIP funds.
3. The COUNTY agrees to pay a portion of the PROJECT costs with authorized TOWNSHIP Motor Fuel Tax Funds (\$500,000.00) currently held on deposit with the COUNTY.
4. The TOWNSHIP agrees to provide the additional funds (\$519,915.00) to the COUNTY, within thirty (30) days of receipt of an invoice from the COUNTY, to be deposited in the "Township Projects Reimbursement Fund" to pay the balance of PROJECT costs with the approval of the Wayne Township Highway Commissioner for expenses incurred under said PROJECT. The COUNTY will not award a contract for the PROJECT until said funds are available for disbursement in the COUNTY's "Township Projects Reimbursement Fund." The final PROJECT costs will be based upon receipt of documentation of the final construction costs and quantities.
5. The TOWNSHIP further agrees to provide to the COUNTY any additional funds necessary to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
6. The TOWNSHIP agrees to be the lead agency for design and construction engineering and will be responsible for monitoring and inspecting the work of the contractor, ordering any required material testing, project documentation and close-out and processing of contractor pay estimates all in accordance with Motor Fuel Tax procedures.
7. The COUNTY agrees that upon completion of the PROJECT, if there are available unspent monies in the Township Projects Reimbursement Fund for the PROJECT, to reimburse the TOWNSHIP the balance upon receipt of an invoice from the TOWNSHIP.

BE IT FURTHER RESOLVED that this AGREEMENT shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this AGREEMENT to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

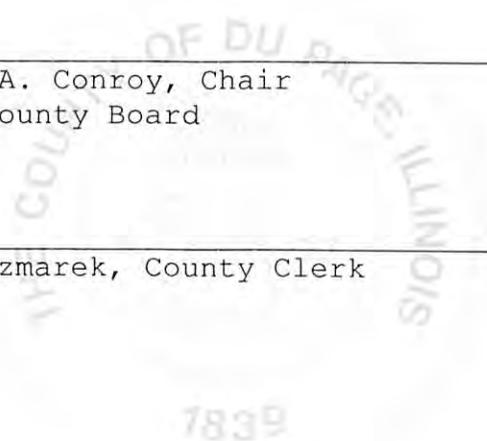
**COUNTY OF DuPAGE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Wheaton, Illinois.

\_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk



**WAYNE TOWNSHIP ROAD DISTRICT**

Signed this 9<sup>th</sup> day of May, 2023, at Wayne, Illinois.

**Signature on File**

\_\_\_\_\_  
Martin McManamon, Highway Commissioner  
Wayne Township Road District

**Signature on File**

ATTEST:

\_\_\_\_\_  
Brandi Kamundo, Township Clerk



## Transportation Ordinance

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

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**File #:** DT-O-0051-23

**Agenda Date:** 5/16/2023

**Agenda #:** 8.G.3.

---

**ADOPTING DUPAGE COUNTY FAIR SHARE ROAD IMPROVEMENT IMPACT FEE  
ADMINISTRATION ORDINANCE AND  
REPEALING ORDINANCE DT0-16-88 AS AMENDED, "DUPAGE COUNTY FAIR SHARE  
TRANSPORTATION IMPACT FEE ORDINANCE"**

WHEREAS, the DuPage County Board (hereinafter "County Board") has adopted DT0-16-88 regarding the imposition of fair share transportation impact fees, effective November 22, 1988, which has been amended from time to time; and

WHEREAS, the County of DuPage (hereinafter "County") has the authority to repeal the fair share road improvement impact fee pursuant to statutory authority and other applicable law; and

WHEREAS, the County Board has determined that economic and transportation needs no longer necessitate fair share road improvement impact fees; and

WHEREAS, it is necessary to administer impact fee accounts and services until such time as all accounts have been expended; and

WHEREAS, it is the role and responsibility of the Impact Fee Advisory Committee (hereinafter "IFAC") to annually review impact fee accounts and County compliance with state statutes regarding annual reports and use of funds; and

WHEREAS, this Ordinance DT-O-0051-23, "DuPage County Fair Share Road Improvement Impact Fee Administration Ordinance" is intended to establish the actions required to administer impact fees, which have previously been collected, upon termination of impact fee collections.

NOW, THEREFORE, BE IT RESOLVED by the County Board that Ordinance DT-O-0051-23, incorporated herein by reference, shall be adopted by the County Board and shall go into effect on May 23, 2023; and

BE IT FURTHER RESOLVED that the DuPage County Clerk shall submit a copy of this Ordinance DT-O-0051-23 to the codifier for publication and that copies of this Resolution and Ordinance DT-O-0051-23 shall be sent to all DuPage County communities, by and through the DuPage County Division of Transportation.

Enacted and approved this 23rd day of May, 2023 at Wheaton, Illinois.

---

DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

**ORDINANCE**

DT-O-0051-23

DUPAGE COUNTY FAIR SHARE TRANSPORTATION IMPACT FEE  
ADMINISTRATION ORDINANCE  
(REPEALING DT0-16-88 AS AMENDED “DUPAGE COUNTY TRANSPORTATION  
IMPACT FEE ORDINANCE”)

WHEREAS, the State of Illinois (hereinafter “State”) adopted the Impact Fee Law via Public Act 85-464 and codified the Impact Fee Law under Illinois Compiled Statute 605 ILCS 5/5-905 *et seq.*, in 1988; and

WHEREAS, in accordance with the Impact Fee Law, the DuPage County Board (hereinafter “County Board”) adopted the DuPage County Fair Share Transportation Impact Fee Ordinance DT0-16-88 on November 22, 1988 and adopted amending ordinances from time to time (hereinafter collectively “prior Ordinance”); and

WHEREAS, the County Board has adopted six Comprehensive Road Improvement Plans in support of the Fair Share Transportation Impact Fee program; and

WHEREAS, the prior Ordinance has been in operation thirty-three years and has provided the County with more than \$70 Million in revenues for highway capital improvements made necessary due to residential and commercial land use growth; and

WHEREAS, project eligibility, network capacity, program administration and financial forecast considerations reduce the need for continued impact fee program revenues; and

WHEREAS, the DuPage County Fair Share Transportation Impact Fee program has met the intent of the Impact Fee Law, and has substantially satisfied the goals of the County Board by ensuring that the County transportation network accounts for changes in land use and economic development; and

WHEREAS, the County Board believes that it is in the best interest of our resident, commercial businesses, and service industry, to support continued economic growth and opportunity by ceasing the Fair Share Transportation Impact Fee program; and

WHEREAS, the Impact Fee Law requires the County to continue to administer impact fee accounts, expenditures and refunds and report in a manner stipulated under the statute, until such time as all funds are expended.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois:

**Section One. Title**

- 1) That a certain ordinance entitled the "DuPage County Fair Share Transportation Impact Fee Ordinance," original Ordinance DTO-016-88, as amended ("prior ordinance"), is hereby repealed and replaced with the "DuPage County Fair Share Road Improvement Impact Fee Administration Ordinance" (hereinafter "this Ordinance") to read as follows:

**Section Two. Purpose and Authority.**

- 1) The purpose of this Ordinance is to ensure that the repealed DuPage County Fair Share Transportation Impact Fee accounts are administered according to the Road Improvement Impact Fee Law, 605 ILCS 5/5-901, *et. seq.*, (hereinafter "Impact Fee Law") until all fee accounts are expended.

**Section Three. Fair Share Transportation Impact Fee Remittance Agreements.**

- 1) The term fee payer means a person or entity who undertook development and paid a fair share transportation impact fee in accordance with the terms of the prior ordinance or pursuant to an agreement with the County. Under the prior ordinance, a fee payer could enter into an Impact Fee Remittance Agreement (hereinafter "Remittance Agreement") with the County to provide for payment to the County of the impact fee over a period of time.
- 2) Any Remittance Agreement in effect at the time of the repeal of the prior ordinance shall be considered terminated.

**Section Four. Intergovernmental Agreements.**

- 1) At any time after the adoption of this Ordinance, the County may enter into an intergovernmental agreement with the State of Illinois or any municipality within the County's jurisdiction regarding the use of impact fees held in impact fee district accounts (provided the use of the funds on State or municipal roads conforms to the uses intended under Impact Fee Law).

**Section Five. Individual Assessment of Impact Fee Agreements.**

- 1) Under the prior ordinance, the fee payer could enter an Individual Assessment of Impact Fee Agreement with the County whereby the fee payer provided the County with an Individual Assessment of the impacts of the proposed development upon the

County highway systems to determine whether a fair share of the road improvements' capital costs necessitated by the proposed development should be less than the fee established by the prior ordinance.

- 2) Any Individual Assessment of Impact Fee Agreement in effect at the time of the repeal of the prior ordinance shall continue to be in effect consistent with the terms of said Agreement.

**Section Six. Fair Share Impact Fee Improvement Credit Agreements.**

- 1) Under the prior ordinance, the fee payer could enter into a Fair Share Impact Fee Improvement Credit Agreement (hereinafter "Improvement Credit Agreement") with the County for credit against the fair share impact fee imposed based on the fee payer's contribution, payment, recapture, construction or dedication of land accepted and received by DuPage County for system improvements in accordance with the prior ordinance.
- 2) Any Improvement Credit Agreement in effect at the time of the repeal of the prior ordinance shall continue to be in effect consistent with the terms of said Agreement.

**Section Seven. Fair Share Impact Fee Credit Agreements.**

- 1) Under the prior ordinance, the County allowed developers or municipalities to accrue impact fee credits through Impact Fee Credit Agreements ("Credit Agreements") in a limited set of circumstances such as the dedication of real property for the County's capital facilities and system improvements such as the transfer of a roadway to the County.
- 2) All Credit Agreements in effect at the time that the prior ordinance is repealed shall be considered terminated.
- 3) The COUNTY shall notify all credit holders and parties to the Credit Agreements of the cessation of collection activities and the termination of the agreements according to the requirements of the Credit Agreement.

**Section Eight. Service Areas.**

- 1) Under the prior ordinance, service areas for the County were established in accordance with the boundaries set forth on Exhibit A. Under this Ordinance the funds previously collected shall be expended within the service area from which they were collected, in accordance with Section Nine below and Impact Fee Law.

**Section Nine. Use of Funds Collected.**

- 1) Upon repeal of the prior ordinance, collection of road improvement impact fees will cease.
- 2) Funds collected under the impact fee program preceding repeal of the prior ordinance shall not be refunded (except in accordance with Section Ten) and will continue to be maintained and managed in interest bearing accounts according to Impact Fee Law, Section 5-913.
- 3) The funds collected pursuant to the prior ordinance shall be expended in a manner consistent with Impact Fee Law and for the same purposes as motor fuel tax money allotted to the County under 605 ILCS 5/5-701 *et seq.*, solely for road improvement capital costs that are specifically and uniquely attributable to the development charged the fee. In no event shall funds be expended to alleviate existing deficiencies in the County's roads, streets or highway systems. The funds shall be expended on road improvements within the service area or areas from which they were collected, as specified in the Comprehensive Road Improvement Plan. In the event that a service area boundary is the centerline of a County road or intersection, the County Engineer (as term is defined in 605 ILCS 5/5-201 *et seq.*) may use the funds to complete the road improvements to the opposite side of the road or right of way. Comingling of funds with regular local gasoline or motor fuel tax funds on projects is permissible to the extent that regular tax funds are used to pay for at least the cost alleviating existing deficiencies. The County Engineer shall provide a written justification of the allocation of impact fee funds whenever such funds are allocated to projects that will remedy existing deficiencies, demonstrating that the impact fee funds are not used for such deficiencies.
- 4) Use of impact fees by agencies other than DuPage County is permissible under state statute (605 ILCS 5/5-903). Road improvements may also include the improvement, expansion, enlargement or construction of roads, ramps, streets, or highways under the jurisdiction of the State of Illinois or other local agency, as long as the State, County or local entities have developed an agreement providing for the construction and financing of such road improvements and these improvements are incorporated into the Comprehensive Road Improvement Plan. Road improvements shall not include tollways but may include tollway ramps. Use of funds is limited to projects adjacent to and effecting County highways where there is a demonstrable performance or capacity benefit.
- 5) Any expenditure or encumbrance of impact fee funds used to acquire right of way shall be expended or encumbered in conjunction with the construction associated with

that right of way and shall begin within five (5) years from the receipt of the funds used to acquire the right of way.

- 6) Impact Fees assessed prior to repeal of the prior ordinance shall be accrued to the fund established for the service area in which the new development is proposed. Any funds on deposit not immediately necessary for expenditure shall be invested in an interest-bearing account designated solely for such funds for each service area. All interest derived from these investments shall be retained in the appropriate fund and used for road improvements authorized in this Ordinance.
- 7) The County shall provide that an accounting be made annually for any account containing impact fee proceeds and interest earned. Such accounting shall include, but shall not be limited to, the total funds collected, the source of the funds collected, the total amount of interest accruing on such funds, the amount of funds expended on road improvements and a list of the credits given. The County shall publish the results of the accounting in a newspaper of general circulation within DuPage County at least three (3) times. The notice shall also state that a copy of the accounting report shall be made available to the public for inspection at reasonable times. A copy of the report shall be given to the Advisory Committee and shall be posted with Advisory Committee approval on the DuPage County impact fee web page.

**Section Ten. Refunds.**

- 1) Any impact fee collected may be returned to the fee payer if the approved new development is cancelled due to non-commencement of construction before the funds have been spent or encumbered by contract. Refunds may be made in accordance with this Section, provided that the fee payer or his or her successor in interest files a written request for a refund within one (1) year of the date that the fees were required to be encumbered by contract.
- 2) Impact fees collected shall be encumbered for the construction of roadway facilities within five (5) years of the date of collection. In determining whether the funds have been encumbered, the funds should be accounted for on a first-in-first-out (FIFO) basis.
- 3) The fees collected pursuant to the prior ordinance shall be returned to the fee payer only upon receipt of a written refund Affidavit. The Affidavit shall include the following information:
  - a. A notarized sworn statement the fee payer paid the impact fee for the property and the amount paid;
  - b. A copy of the dated receipt issued by the County for payment of the fee;

- c. A certified copy of the latest recorded deed for the property that comprises the new development for which the fee was paid;
  - d. A copy of the most recent ad valorem tax bill that comprises the new development for which the fee was paid.
- 4) Within ten (10) working days of receipt of the written request, the County Engineer shall determine if it is complete. If the County Engineer determines the refund request is not complete, the County Engineer shall send a written statement specifying the deficiencies by mail to the person or entity submitting the request. Unless the deficiencies are corrected, the County Engineer shall take no further action on the request.
  - 5) When the County Engineer determines the request for refund is complete, the County Engineer shall review it within fifteen (15) working days and shall approve the proposed refund if the County Engineer determines the fee payer has paid an impact fee which the County has not spent or encumbered within five (5) years from the date the fees were paid.
  - 6) When the money requested is still in a fund and has not been spent or encumbered within five (5) years of the date the fees were paid, the money shall be returned along with interest at a rate which is seventy percent (70%) of the prime commercial rate in effect at the time that the fee is imposed, less three percent (3%) of the total fee to defray the costs of administration.
  - 7) Refunds may be made at the discretion of the County Engineer without application in any case where inadvertent mathematical overpayment has been made.

**Section Eleven. Advisory Committee.**

- 1) An Advisory Committee has previously been established by the County in compliance with the requirements of Impact Fee Law (605 ILCS 5/5-901 *et seq.*) to assist the County in the recommendation of land use assumptions and the development of the Comprehensive Road Improvement Plan.
- 2) After the repeal of the prior ordinance, the Advisory Committee shall continue to have the following duties:
  - a. Report annually to the County on the disposition of the impact fees and accounts;
  - b. Approve annual impact fee financial reports;
  - c. Consider and approve amendments to this Ordinance

**Section Twelve. Effective Date of Ordinance.**

- 1) This Ordinance shall become effective immediately upon passage by the DuPage County Board.

**Section Thirteen. Distribution.**

- 1) Certified copies of this Ordinance shall be sent to each of the thirty-five (35) municipalities having territory within DuPage County, the Illinois Department of Transportation, the DuPage Mayors & Managers Conference, and one copy to the DuPage County Treasurer and the DuPage County Auditor.

**Section Fourteen. Severability.**

- 1) In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner effect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

Enacted and approved this \_\_\_\_\_ 2023, at Wheaton, Illinois.



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1724

**Agenda Date:** 5/16/2023

**Agenda #:** 18.L.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

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

REQUEST DATE: 3/29/2023	
NAME: Signature on File	TITLE: Vehicle Maintenance Supervisor
DEPARTMENT: Division of Transportation	ACCOUNT CODE: 1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip) To attend the Illinois Public Service Institute (IPSI) Focus on Service Excellence. (2 of 3)	
DESTINATION: Keller Convention Center, Effingham, Illinois	
DATE OF DEPARTURE: 10/1/2023	DATE OF RETURN ARRIVAL: 10/6/2023
(Please include a detailed explanation if different from official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$775.00
TRANSPORTATION:	\$254.24
LODGING	\$666.40
MISCELLANEOUS EXPENSES (parking, mileage, etc.)	\$0.00
RENTAL CAR: (explain fully the necessity)	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems)	\$160.00
<b>TOTAL</b>	<b>\$1,855.64</b>

### REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File  
(Signature)

Date: 4/30/23

Committee Name: ALL OVERNIGHT TRAVEL

Date: \_\_\_\_\_

County Board: ONLY OUT-OF-STATE TRAVEL

Date: \_\_\_\_\_

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



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1725

**Agenda Date:** 5/16/2023

**Agenda #:** 18.M.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

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

REQUEST DATE:	3/29/2023		
NAME:	Signature on File	TITLE:	Project Engineer
DEPARTMENT:	Division of Transportation	ACCOUNT CODE:	1500-3500-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
To attend the Illinois Public Service Institute (IPSI) Focus on Service Excellence. (1 of 3)			
DESTINATION:	Keller Convention Center, Effingham, Illinois		
DATE OF DEPARTURE:	10/1/2023	DATE OF RETURN ARRIVAL:	10/6/2023
(Please include a detailed explanation if different from official business dates)			
<b>Please indicate the estimated amount for each applicable expense.</b>			
REGISTRATION:			\$775.00
TRANSPORTATION:			\$254.24
LODGING			\$666.40
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$0.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$160.00
<b>TOTAL</b>			<b>\$1,855.64</b>

### REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File \_\_\_\_\_  
(Signature)

Date: 5/1/23

Committee Name: \_\_\_\_\_  
ALL OVERNIGHT TRAVEL

Date: \_\_\_\_\_

County Board: \_\_\_\_\_  
ONLY OUT-OF-STATE TRAVEL

Date: \_\_\_\_\_

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



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1726

**Agenda Date:** 5/16/2023

**Agenda #:** 18.N.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

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

REQUEST DATE:	3/29/2023		
NAME:	Signature on File		TITLE: Heavy Equipment Crew Leader
DEPARTMENT:	Division of Transportation	ACCOUNT CODE:	1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
To attend the Illinois Public Service Institute (IPSI) Focus on Service Excellence. (1 of 3)			
DESTINATION:	Keller Convention Center, Effingham, Illinois		
DATE OF DEPARTURE:	10/1/2023	DATE OF RETURN ARRIVAL:	10/6/2023
(Please include a detailed explanation if different from official business dates)			
<b>Please indicate the estimated amount for each applicable expense.</b>			
REGISTRATION:			\$775.00
TRANSPORTATION:			\$254.24
LODGING			\$666.40
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$0.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$160.00
<b>TOTAL</b>			<b>\$1,855.64</b>

### REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File

Date: 5/1/23

Committee Name: ALL OVERNIGHT TRAVEL

Date: \_\_\_\_\_

County Board: ONLY OUT-OF-STATE TRAVEL

Date: \_\_\_\_\_

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



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1727

**Agenda Date:** 5/16/2023

**Agenda #:** 18.O.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

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

REQUEST DATE:	3/29/2023		
NAME:	Signature on File		TITLE: Heavy Equipment Crew Leader
DEPARTMENT:	Division of Transportation	ACCOUNT CODE:	1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
To attend the Illinois Public Service Institute (IPSI) Focus on Service Excellence. (3 of 3)			
DESTINATION:	Keller Convention Center, Effingham, Illinois		
DATE OF DEPARTURE:	10/1/2023	DATE OF RETURN ARRIVAL:	10/6/2023
(Please include a detailed explanation if different from official business dates)			
<b>Please indicate the estimated amount for each applicable expense.</b>			
REGISTRATION:			\$775.00
TRANSPORTATION:			\$254.24
LODGING			\$666.40
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$0.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$160.00
TOTAL			\$1,855.64

### REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File \_\_\_\_\_ Date: 5/1/23  
(Signature)

Committee Name: \_\_\_\_\_ Date: \_\_\_\_\_  
ALL OVERNIGHT TRAVEL

County Board: \_\_\_\_\_ Date: \_\_\_\_\_  
ONLY OUT-OF-STATE TRAVEL

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



## Transportation Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1728

**Agenda Date:** 5/16/2023

**Agenda #:** 18.K.

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## OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST

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

REQUEST DATE:	3/29/2023		
NAME:	Signature on File		TITLE: Heavy Equipment Crew Leader
DEPARTMENT:	Division of Transportation	ACCOUNT CODE:	1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)			
To attend the Illinois Public Service Institute (IPSI) Focus on Service Excellence. (3 of 3)			
DESTINATION:	Keller Convention Center, Effingham, Illinois		
DATE OF DEPARTURE:	10/1/2023	DATE OF RETURN ARRIVAL:	10/6/2023
(Please include a detailed explanation if different from official business dates)			
<b>Please indicate the estimated amount for each applicable expense.</b>			
REGISTRATION:			\$775.00
TRANSPORTATION:			\$254.24
LODGING			\$666.40
MISCELLANEOUS EXPENSES (parking, mileage, etc.)			\$0.00
RENTAL CAR: (explain fully the necessity)			\$0.00
REFERENCE MATERIALS:			\$0.00
MEALS: (Per Diems)			\$160.00
TOTAL			\$1,855.64

### REVIEWED BY AND DATE APPROVED:

Department Head: Signature on File \_\_\_\_\_  
(Signature)

Date: 5/11/23

Committee Name: \_\_\_\_\_  
ALL OVERNIGHT TRAVEL

Date: \_\_\_\_\_

County Board: \_\_\_\_\_  
ONLY OUT-OF-STATE TRAVEL

Date: \_\_\_\_\_

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



## Authorization to Travel

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-1729

**Agenda Date:** 5/16/2023

**Agenda #:** 18.P.

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**OVERNIGHT/OUT-OF-STATE TRAVEL REQUEST**

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

REQUEST DATE:	3/29/2023
NAME:	Signature on File
TITLE:	Heavy Equipment Crew Leader
DEPARTMENT:	Division of Transportation
ACCOUNT CODE:	1500-3510-53610
PURPOSE OF TRIP: (explain fully the necessity of making the trip)	
To attend the Illinois Public Service Institute (IPSI) Focus on Service Excellence. (2 of 3)	
DESTINATION:	Keller Convention Center, Effingham, Illinois
DATE OF DEPARTURE:	10/1/2023
DATE OF RETURN ARRIVAL:	10/6/2023
(Please include a detailed explanation if different from official business dates)	
<b>Please indicate the estimated amount for each applicable expense.</b>	
REGISTRATION:	\$775.00
TRANSPORTATION:	\$254.24
LODGING:	\$666.40
MISCELLANEOUS EXPENSES (parking, mileage, etc.):	\$0.00
RENTAL CAR: (explain fully the necessity):	\$0.00
REFERENCE MATERIALS:	\$0.00
MEALS: (Per Diems):	\$160.00
<b>TOTAL</b>	<b>\$1,855.64</b>

**REVIEWED BY AND DATE APPROVED:**

Department Head: Signature on File

Date: 5/1/23

Committee Name: ALL OVERNIGHT TRAVEL

Date: \_\_\_\_\_

County Board: ONLY OUT-OF-STATE TRAVEL

Date: \_\_\_\_\_

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